

7-18-01

07-30-2001

JUL 18

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings ⇌ ⇌ ⇌ ▼



101791569

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Business Partners

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: *Barclays Bank*
 Internal Address: *5 The North Colonnade*
 Street Address: *Canary Wharf*
 City: *London* State: _____ Zip: *E14 4BB*

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other *Bank*

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other *Supplement to The Security*

Execution Date: *May 24, 2001*

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: _____

RETURN TO:
FEDERAL RESEARCH CORP.
400 SEVENTH STREET NW
SUITE 101
WASHINGTON DC 20004

Street Address: _____

City: _____ State: _____ Zip: _____

6. Total number of applications and registrations involved: _____

7. Total fee (37 CFR 3.41)..... \$ *65.02*

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

PATRICIA M. DEL RIO
Name of Person Signing

pm del Rio
Signature

6/17/01
Date

Total number of pages including cover sheet, attachments, and document: _____

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

07/27/2001 00000074 0503977

01 FC:481
02 FC:482

40.00 OP
25.00 OP

TRADEMARK
REEL: 002336 FRAME: 0368

**SUPPLEMENT TO THE SECURITY AND PLEDGE AGREEMENT
(TRADEMARKS)**

WHEREAS, Ineos, L.L.C., a Louisiana corporation(herein referred to as the "Grantor"), having an address at 400 West Sam Houston Parkway South, Suite 4561B, Houston, Texas 77042, (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule I-A, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the "Trademarks"); and

WHEREAS, Ineos Group Limited as parent, **Ineos Holdings Limited** as principal obligor, **Ineos Group Holdings Limited** as Borrower, certain subsidiaries of the principal obligor as guarantors, **Barclays Capital, Merrill Lynch International and UBS Warburg Ltd.** as joint mandated lead subordinated arrangers, **Deutsche Bank AG, London Branch** as Subordinated Facility Agent, **Barclays Bank PLC, Merrill Lynch Capital Corporation and UBS AG, London Branch** as Joint Lead Subordinated Underwriters, the Subordinated Lenders and **Barclays Bank PLC** as facility agent and security agent (the "Security Agent"), have entered into the Subordinated Loan Agreement (the "Subordinated Loan Agreement"), in connection with which the Security Agent is serving as agent for the Subordinated Finance Parties.

WHEREAS, the Grantor has entered into a Security and Pledge Agreement (said Agreement, as it may hereafter be amended or otherwise modified from time to time being the "Security and Pledge Agreement", the terms defined therein and not otherwise defined herein being used herein as therein defined) in favor of the Security Agent; and

WHEREAS, pursuant to the Security and Pledge Agreement, the Grantor has granted to the Security Agent a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by Grantor, and all reissues, extensions or renewals thereof and all proceeds thereof, including, without limitation, any claims by the Grantor against third parties for infringement thereof (the "Collateral"), to secure the payment, performance and observance of its portion of the Secured Obligations (as defined in the Security and Pledge Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further confirm, and put on the public record, its grant to the

Security Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Security Agent with respect to the grant of, security interest in and mortgage on the Collateral made hereby are more fully set forth in the Security and Pledge Agreement; the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Ineos, L.L.C. has duly executed or caused this Supplement to the Security and Pledge Agreement to be duly executed as of ____, 2001.

INEOS, L.L.C.

By:

Name:

Title:

Security Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Security Agent with respect to the grant of, security interest in and mortgage on the Collateral made hereby are more fully set forth in the Security and Pledge Agreement; the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Ineos, L.L.C. has duly executed or caused this Supplement to the Security and Pledge Agreement to be duly executed as of May __, 2001.

INEOS, L.L.C.

By:

Name:

Title:

Robert Learman
ROBERT LEARMAN
MANAGER

Schedule 1-A TO THE SUPPLEMENT TO SECURITY AND PLEDGE AGREEMENT

TRADEMARKS

<u>Trademark</u>	<u>Application or Registration Date</u>	<u>Application Serial No. or Registration No.</u>
GAS/SPEC	April 16, 1985	0,503,977
GAS/SPEC	April 23, 1985	0, 436,320