

07-30-2001

7-17-01



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

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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): 7-17-01 Ineos 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 PLC
Internal Address: Canary Wharf
Street Address: 5 The North Colonnade
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
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

6. Total number of applications and registrations involved: 2

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
City: State: Zip:

7. Total fee (37 CFR 3.41) \$65.00
Enclosed Authorized to be charged to deposit account
8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

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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.
Name of Person Signing Signature Date

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

07/27/2001 LNUELLER 00000073 0503977

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

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TRADEMARK REEL: 002336 FRAME: 0430

**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

NYB 1253055.1

**TRADEMARK
REEL: 002336 FRAME: 0431**

**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 1-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, the initial Borrowers named therein, the initial Guarantors named therein, Barclays Capital, Merrill Lynch International and UBS Warburg Ltd. as joint mandated lead arrangers (the "Arrangers"), the Lenders named therein, Barclays Bank PLC as facility agent and security agent (in such capacity, the "Security Agent"), have entered into the Senior Credit Facilities (the "Senior Credit Facilities"), in connection with which the Security Agent is serving as agent for the Senior 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

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**TRADEMARK
REEL: 002336 FRAME: 0432**

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 Pearson
Robert Pearson
MANAGER

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