

01-08-2002



101937078

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

1. Name of conveying party(ies):

Shell Oil Company

11/3/02

- 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):

Resolution Performance Products L.L.C.
P.O. Box 4500
Houston, Texas 77210

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

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: _____

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 names(s) & address(es) attached? Yes No

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

If this document is being filed together with a new application, the execution date of the application is: _____

A. Trademark Application No(s).
78/009629

B. Trademark Registration No(s).

JAN - 3 2002

Additional numbers attached? Yes No

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

Name: Dennis V. Carmen
Resolution Performance Products L.L.C.
P.O. Box 4500
Houston, Texas 77210-4500

6. Total number of applications and registrations involved:

One

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-1863

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

01/07/2002 6TON11 00000144 501863 78009629
01 Fee:481 40.00 CH

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.

Dennis V. Carmen

Name of Person Signing

Dennis V. Carmen

Signature

Nov 2, 2001

Date

Total number of pages including cover sheet, attachments, and document: 2

TRADEMARK AGREEMENT

**GENERAL ASSIGNMENT OF TRADEMARKS FROM SHELL OIL COMPANY
TO SHELL EPOXY RESINS LLC**

Effective as of November 1, 2000

WHEREAS, SHELL OIL COMPANY of One Shell Plaza, Houston, Texas 77001 (hereinafter "Shell") is the owner of, or has the right to assign, the applications, common law rights and registrations for the marks shown on Schedule A; and

WHEREAS, Shell Epoxy Resins LLC (hereinafter "Assignee"), a company formed under the laws of Delaware is desirous of acquiring said marks and the registrations thereof;

NOW THEREFORE, for good and valuable consideration, receipt of which is acknowledged, Shell assigns to Assignee, all its right, title and interest in and to the marks shown on Schedule A (hereinafter the "Trademarks"), including the right to file applications for registrations of any rights assigned under this Assignment together with the goodwill attached to and symbolized by the Trademarks, but no other or greater goodwill. Assignee, by acceptance hereof, recognizes that this Assignment is subject to the agreements, licenses and limitations which Shell has disclosed to it and further recognizes that it is solely responsible for drafting, filing or recording of any documents necessary to effect or complete the transfer, any continuing prosecution or maintenance of the marks or registrations, and incurring and paying any expenses and fees, including but not limited to legal and government fees and stamp duty.

Shell agrees to cooperate, at the request and at the expense of Assignee, with the recordal of this assignment of the Trademarks by executing such documents as are reasonably required by the Assignee in a form acceptable to Shell, which documents shall be submitted to Shell within six (6) months after the Effective Date or within such reasonable time thereafter as agreed upon by Shell and Assignee.

Notwithstanding anything to the contrary contained in this Assignment, to the extent that any property or property right which would be transferred or assigned by this document but for the fact that it is not assignable or transferable without the consent, approval, authorization, license, waiver or other act of any third party (including a

Resins / Derivatives Business, SOC Trademark Agreement

government or governmental unit), this Assignment shall not constitute an assignment or transfer, or an attempted assignment or transfer, if such assignment or transfer or attempted assignment or transfer would constitute a breach of any obligation to such third party or a violation of any law, decree, order, regulation or other governmental edict.

This Assignment and the relationship hereunder between the Parties shall be exclusively interpreted in accordance with and governed by the law of the State of Texas, and any dispute which may arise in connection with this Assignment, whether based in contract, tort or otherwise, shall be exclusively submitted to the Federal Court in Houston, Texas.

Resins / Derivatives Business, SOC Trademark Agreement

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed at the places and on the dates indicated below.

_____, this 14th day of November, 2000

Signed: 

SHELL OIL COMPANY

_____, this 14th day of November, 2000

Signed: 

SHELL EPOXY RESINS LLC

Office of the Secretary of State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "SHELL EPOXY RESINS LLC", CHANGING ITS NAME FROM "SHELL EPOXY RESINS LLC" TO "RESOLUTION PERFORMANCE PRODUCTS LLC", FILED IN THIS OFFICE ON THE FOURTEENTH DAY OF NOVEMBER, A.D. 2000, AT 9 O'CLOCK A.M.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 1334820

DATE: 09-10-01

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010446419

TRADEMARK
REEL: 002417 FRAME: 0598

**CERTIFICATE OF AMENDMENT TO
CERTIFICATE OF FORMATION
OF
SHELL EPOXY RESINS LLC**

It is hereby certified that:

1. The name of the limited liability company (hereinafter called the "company") is
SHELL EPOXY RESINS LLC

2. The certificate of formation of the company is hereby amended by striking out Article One thereof and by substituting in lieu of said Article the following new Article:

**"ARTICLE ONE: The name of the corporation is:
RESOLUTION PERFORMANCE PRODUCTS LLC"**

3. The amendment of the certificate of formation herein certified has been duly adopted in accordance with the provisions of Delaware Limited Liability Law of the State of Delaware.

EFFECTIVE this 14 day of November, 2000.

SHELL EPOXY RESINS LLC

By: 
E.V. Phillips, Secretary