

Additional Name and Address of Receiving Party:

Name: Sterling Chemicals, Inc.
Internal Address: Suite 1900
Street Address: 1200 Smith Street
City: Houston
State: Texas
Zip: 77002

HOU:2105024.1

TRADEMARK
REEL: 2643 FRAME: 0643

APPENDIX A

REGISTERED TRADEMARKS

OWNER	COUNTRY	REG. NO.	MARK	GOODS/SERVICE CLASS	REG. DATE
Sterling Chemicals, Inc.	United States	1,568,819	Sterling Chemicals and S Logo	Manufacturing of Petrochemicals for others - C1.37	11/28/89
Sterling Chemicals, Inc.	United States	1,574,110	Sterling Chemicals and S Logo	Lactic Acid - C1.1	1/2/90
Sterlings Chemicals, Inc.	United States	1,950,565	Sterling Pulp Chemicals	Chemicals, namely Sodium Chlorate - C1.1	1/23/96
Sterling Chemicals, Inc.	United States	1,950,507	Sterling Pulp Chemicals and S Logo	Chemical Reactors - C1.1	1/23/96
Sterling Chemicals, Inc.	United States	1,948,662	Sterling Pulp Chemicals and S Logo	Engineering Consulting Services - C1.42	1/16/96
Sterling Chemicals, Inc.	United States	2,110,534	Sterling	Manufacturing of Petrochemicals to the order of others - C1.40	11/4/97
Sterling Chemicals, Inc.	United States	2,189,412	SM: S Logo	Manufacturing of Petrochemicals to the order of others	9/15/98

STERLING
TRADE MARK
REEL: 2643 FRAME: 0645

REGISTERED TRADEMARKS

OWNER	COUNTRY	REG. NO.	MARK	GOODS/SERVICE CLASS	REG. DATE
Sterling Chemicals International, Inc.	United States	1,206,242	American Fleecewear & design	Wearing apparel namely jogging suits and warm-up suits	8/24/92
Sterling Chemicals International, Inc.	United States	1,251,725	American Sockwear & design	Class 25 - wearing apparel, namely, socks	9/20/83
Sterling Chemicals International, Inc.	United States	1,291,165	American Sockwear	Class 25 - wearing apparel, namely, socks	8/21/84
Sterling Chemicals International, Inc.	United States	1,569,807	CFF	Class 22 - fibrillated fiber for industrial use	12/5/89
Sterling Chemicals International, Inc.	United States	1,763,708	MICROSUPREME	Class 22 - Acrylic Microfibers	4/6/93
Sterling Chemicals International, Inc.	United States	1,742,313	CRESTLOFT	Class 23 - Yarn of acrylic fiber	12/22/92
Sterling Chemicals International, Inc.	United States	559,401	CRESLAN	Class 1 - Synthetic fiber in the form of filament fiber, staple fiber, and tow	5/27/92
Sterling Chemicals International, Inc.	United States	566,621	CRESLAN	Class 42 - Fabrics of synthetic fibers	11/11/92

REGISTERED TRADEMARKS

OWNER	COUNTRY	REG. NO.	MARK	GOODS/SERVICE CLASS	REG. DATE
Sterling Chemicals International, Inc.	United States	558,354	CRESLAN	Class 43 - Thread and yarn containing synthetic fiber	4/29/92
Sterling Chemicals International, Inc.	United States	2,257,889	TM: S Logo	Acrylic Fibers - Cl.22	6/29/99

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TRADEMARK
REEL: 2643 FRAME: 0647

PENDING TRADEMARK APPLICATIONS

COUNTRY	APPL. NO.	MARK	GOODS/SERVICE CLASS	APPLICATION DATE
United States	75/345,450	TM: Sterling Performance Fibers	Acrylic Fibers - C1.1	8/22/97
United States	75/345,454	TM: Sterling Fibers & S. Logo	Acrylic Fibers - C1.1	8/22/97
United States	75/345,452	MICROSUPREME	Class 24 - Fabric of Synthetic Fiber	8/22/97
United States	75/345,451	MICROSUPREME	Class 23 - Yarn of Acrylic Fibers	8/22/97
United States	75/416,148	WEATHERBLOC	Class 22 - Acrylic Fibers	1/12/98
United States	75/416,147	WEATHERBLOC	Class 24 - Fabric	1/12/98
United States	75/416,146	WEATHERBLOC	Class 23 - Yarn of Acrylic Fibers	1/12/98
United States	75/416,145	BIOFRESH	Class 22 - Acrylic Fibers	1/12/98
United States	75/416,144	BIOFRESH	Class 24 - Fabric	1/12/98
United States	75/416,143	BIOFRESH	Class 23 - Yarn	1/12/98
United States	75/416,139	CRESLOFT	Class 22 - Acrylic Fiber	1/12/98

RELEASE OF SECURITY INTEREST IN TRADEMARKS

Reference is made to that certain Trademark Security Agreement dated as of July 23, 1999 (the "Security Agreement"; capitalized terms used and not otherwise defined herein have the meanings specified in the Security Agreement), attached hereto as Exhibit A, by and among Sterling Chemicals, Inc., Sterling Canada, Inc., Sterling Pulp Chemicals US, Inc., Sterling Pulp Chemicals, Inc., Sterling Fibers, Inc., Sterling Chemicals Energy, Inc., Sterling Chemicals International, Inc., and The CIT Group/Business Credit, Inc., as administrative agent for each of the Current Assets Secured Parties (in such capacity, the "Administrative Agent").

In consideration of the full and final payment of the indebtedness secured thereby, the Administrative Agent hereby terminates the Security Agreement and releases its lien on and security interest in the Trademark Collateral arising under the Security Agreement. The Administrative Agent hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to record this release of the security interest in the Trademark Collateral and each part thereof.

Dated effective as of the 14th day of December, 2002.

THE CIT GROUP/BUSINESS CREDIT, INC.,
as Administrative Agent

By: [Signature]
Name: Grant Weiss
Title: Vice President

THE STATE OF New York §

COUNTY OF New York §

The foregoing instrument was acknowledged before me on December 18th, 2002, by Grant Weiss, vice President of THE CIT GROUP/BUSINESS CREDIT, INC., a _____ corporation, on behalf of said corporation.

[Signature]
Notary Public in and for the Aforesaid State

My Commission expires: sept 3, 2006

KAREN YAN YAN MO
NOTARY PUBLIC, State of New York
No. 01MO6079737
Qualified in New York County
Commission Expires Sept. 3, 2006

DAL02:360304

DAL02:360304

TRADEMARK SECURITY AGREEMENT

See attached.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 23, 1999, is made among STERLING CHEMICALS, INC., a Delaware corporation, STERLING CANADA, INC., a Delaware corporation, STERLING PULP CHEMICALS US, INC., a Delaware corporation, STERLING PULP CHEMICALS, INC., a Georgia corporation, STERLING FIBERS, INC., a Delaware corporation, STERLING CHEMICALS ENERGY, INC., a Delaware corporation, and STERLING CHEMICALS INTERNATIONAL, INC., a Delaware corporation (the "Grantors"), and THE CIT GROUP/BUSINESS CREDIT, INC., as administrative agent (together with any successor(s) thereto in such capacity, the "Administrative Agent") for each of the Current Assets Secured Parties.

W I T N E S S E I H :

WHEREAS, pursuant to a Revolving Credit Agreement, dated as of July 23, 1999 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among Sterling Chemicals, Inc., a Delaware corporation (the "Company"), Sterling Canada, Inc., a Delaware corporation, Sterling Pulp Chemicals US, Inc., a Delaware corporation, Sterling Pulp Chemicals, Inc., a Georgia corporation, Sterling Fibers, Inc., a Delaware corporation, Sterling Chemicals Energy, Inc., a Delaware corporation, and Sterling Chemicals International, Inc., a Delaware corporation (collectively, the "Borrowers"), the various financial institutions as are, or may from time to time become, parties thereto (the "Lenders"), DLJ Capital Funding, Inc., as the Syndication Agent, Credit Suisse First Boston, as the Documentation Agent, and the Administrative Agent, the Lenders and the Issuer have extended Commitments to make Credit Extensions to the Borrowers;

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered a Current Assets Security Agreement, dated as of July 23, 1999 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, as a condition precedent to the making of the Credit Extensions (including the initial Credit Extension) under the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantors are required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Current Assets Obligations;

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce (i) the Current Assets Lenders, the Swing Line Lender and the Issuer to make Current Assets Loans and Swing Line Loans and issue Letters of Credit to the Borrowers pursuant to the Credit Agreement, and (ii) the Current Assets Secured Parties to enter into Rate Protection Agreements, each Grantor agrees, for the benefit of each Current Assets Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Current Assets Obligations, each Grantor does hereby pledge and hypothecate to the Administrative Agent, and grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Current Assets Secured Party, all of the following property (the "Trademark Collateral"). whether now owned or hereafter acquired or existing by it:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the United States or hereafter adopted or acquired in the United States, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State, including those referred to in Item A of Schedule I attached hereto;

(b) all Trademark licenses in the United States, including each Trademark license referred to in Item B of Schedule I attached hereto;

(c) all reissues, extensions or renewals of any of the items described in clause (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by any Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license referred to in clauses (a) through (c) above, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any such Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantors for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Current Assets Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Current Assets Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon (i) the sale, transfer or other disposition of any Trademark Collateral in accordance with the Credit Agreement or (ii) the Current Assets Termination Date, the Administrative Agent shall, at the Grantors' expense, execute and deliver to the Grantors all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.


SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original (whether such counterpart is originally executed or an electronic copy of an original) and all of which shall constitute together but one and the same agreement. This Agreement shall become effective and binding as of the date first above written when a counterpart hereof executed on behalf of each Grantor shall have been received by the Administrative Agent.

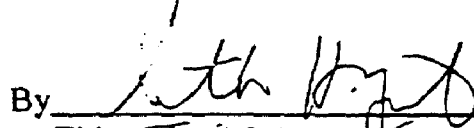
SECTION 8. Agreement Subject to Revolver Intercreditor Agreement. Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed by the parties hereto that this Agreement shall be subject to the terms of the Revolver Intercreditor Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

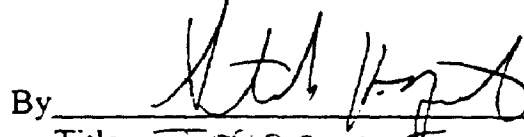
STERLING CHEMICALS, INC.

By 
Title: Chairman of the Board


STERLING CANADA, INC.

By 
Title: Treasurer

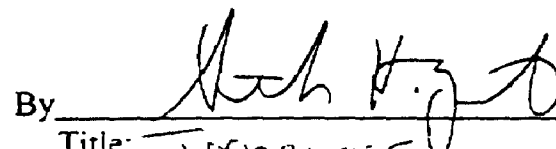
STERLING PULP CHEMICALS US, INC.

By 
Title: Treasurer

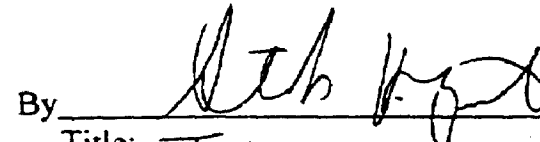
STERLING PULP CHEMICALS, INC.

By 
Title: Treasurer


STERLING FIBERS, INC.

By 
Title: Treasurer

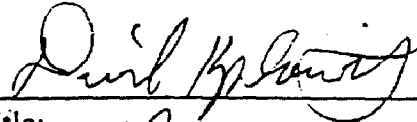
STERLING CHEMICALS ENERGY, INC.

By 
Title: Treasurer

STERLING CHEMICALS
INTERNATIONAL, INC.

By 
Title: Treasurer

THE CIT GROUP/BUSINESS CREDIT,
INC. as Administrative Agent, on behalf of
the Current Assets Secured Parties

By 
Title: VP

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2 of 3

TRADEMARK

REEL: 2643 FRAME: 0657

REGISTERED TRADEMARKS

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Sterling Chemicals International, Inc.	United States	2,257,889	TM: S Logo	Acrylic Fibers - C1.22	6/29/99

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TRADEMARK APPLICATIONS IN PREPARATION

None

Item B

TRADEMARK LICENSES

None

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United States	75/416,139	CRESLOFT	Class 22 - Acrylic Fiber	1/12/98

TRADEMARK APPLICATIONS IN PREPARATION

None

Item B

TRADEMARK LICENSES

None