

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SUPPLEMENT TO THE SECURITY AND PLEDGE AGREEMENT (TRADEMARKS)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
INEOS, L.L.C.		09/30/2003	LIMITED LIABILITY COMPANY: LOUISIANA

RECEIVING PARTY DATA

Name:	BARCLAYS BANK PLC, AS FACILITY AGENT AND SECURITY AGENT
Street Address:	5 THE NORTH COLONNADE, CANARY WHARF
City:	LONDON
State/Country:	UNITED KINGDOM
Postal Code:	E14 4BB
Entity Type:	PUBLIC LIMITED COMPANY: UNITED KINGDOM

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2676955	CS-1
Registration Number:	2668507	CS-PLUS
Registration Number:	2676953	CS-2000
Registration Number:	1331486	GAS/SPEC
Registration Number:	1331425	GAS/SPEC
Registration Number:	2682756	SS
Registration Number:	2682757	SS-3
Registration Number:	2676954	TG-10

CORRESPONDENCE DATA

Fax Number: (212)878-8375
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 878-8000
 Email: trademark.group@cliffordchance.com
 Correspondent Name: CLIFFORD CHANCE US LLP

CH \$215.00 2676955

Address Line 1: 200 PARK AVENUE
Address Line 4: NEW YORK, NEW YORK 10166

ATTORNEY DOCKET NUMBER: 100502/49

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: CHRISTINE BENTON

Total Attachments: 3
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**SUPPLEMENT TO THE SECURITY AND PLEDGE AGREEMENT
(TRADEMARKS)**

WHEREAS, Ineos, L.L.C., a Louisiana Limited Liability Company (herein referred to as the "Grantor"), having an address at 2925 Briarpark, Suite 870, 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 (as amended, 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 an Amended and Restated Security and Pledge Agreement dated as of September 30, 2003 (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);

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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, the Grantor has duly executed or caused this Supplement to the Security and Pledge Agreement to be duly executed as of September 30, 2003.

INEOS, L.L.C.

By:

Name:

Title:

Robert Pearson
Robert Pearson
MANAGER

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

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration No.</u>
CS-1	1/21/03	2,676,955
CS-PLUS	12/31/02	2,668,507
CS-2000	1/21/03	2,676,953
GAS/SPEC	4/23/85	1,331,486
GAS/SPEC	4/16/85	1,331,425
SS	2/4/03	2,682,756
SS-3	2/4/03	2,682,757
TG-10	1/21/03	2,676,954