

Form PTO-1594  
(rev 3/1)RECORDATION FORM COVER SHEET  
TRADEMARKS ONLYU. S. Department of Commerce  
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):

**Kraton Polymers U.S. LLC**☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☐ Corporation☒ Other - **Delaware LLC**Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and Address of receiving party(ies)

**UBS AG, Stamford Branch  
677 Washington Blvd.  
Stamford, CT 06901**☐ Individual(s) citizenship☐ Association  
☐ General Partnership  
☐ Limited Partnership  
☐ Corporation☒ Other - **Swiss Banking Corporation**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:Execution Date: **December 23, 2003**

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

A. Trademark Application No(s).

76375145 78273225

B. Trademark Registration No(s).

865547 898505 2767054  
1710040 2331579  
794983 2065795Additional numbers attached? ☐ Yes ☒ No

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

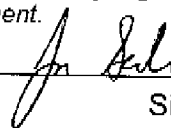
**Jonathan Seiden, Esq.  
SKADDEN, ARPS, SLATE, MEAGHER  
& FLOM LLP  
Four Times Square  
New York, New York 10036**6. Total number of applications/registrations involved: **9**7. Total fee (37 CFR 3.41) **\$240**☒ All fees and any deficiencies are authorized to be  
charged to Deposit Account  
(Our Ref. 244130/911)8. Deposit Account No. **19-2385**

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.*Jonathan Seiden

Name



Signature

January 2, 2004

Date

Total number of pages including cover sheet, attachments, and document: **8**

CH \$240.00 192385 76375145

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of December 23, 2003, is entered into between **KRATON POLYMERS U.S. LLC**, a Delaware limited liability company (the "Grantor") and **UBS AG, STAMFORD BRANCH**, as Collateral Agent for the Secured Parties.

Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement dated as of December 23, 2003 among the Grantor, the other grantors named therein and the Collateral Agent (the "Security Agreement").

**WHEREAS**, pursuant to the Security Agreement, Grantor is granting a security interest to the Collateral Agent in certain Trademarks (as defined below).

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Collateral Agent hereby agree as follows:

### 1. Grant of Security Interest

(a) Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all such Grantor's right, title and interest in, to and under all Trademarks, wherever located, subject to the terms and conditions of the Security Agreement; provided that no security interest or lien shall attach to any Trademark if and for so long as the grant of such security interest or lien would result in the abandonment, invalidation, unenforceability or termination of such Trademark; and provided further, that such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation, unenforceability or termination shall be remedied.

(b) For purpose of this Agreement, "Trademarks" shall mean all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, in each case that are now owned or hereafter owned by Grantor, including, but not limited to: (i) the registrations and applications referred to in Schedule A (as such schedule may be amended or supplemented from time to time), (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, royalties, income, payments, claims, damages, and proceeds of suit.

(c) The security interest granted hereby is granted in conjunction with the security interest granted to the Collateral Agent under the Security

Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

## **2. Modification of Agreement**

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement. Notwithstanding the foregoing, Grantor hereby authorizes the Collateral Agent to modify this Agreement after obtaining Grantor's written approval of such modification by amending Schedule A to include reference to any right, title or interest in any existing Trademarks owned by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer owns any right, title or interest.

## **3. Governing Law**

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

## **4. Successors and Assigns**

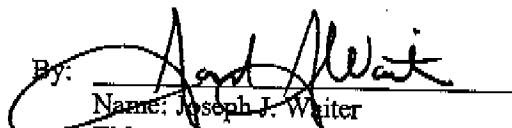
This Agreement shall be binding upon and inure to the benefit of the Collateral Agent and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of the Collateral Agent given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

## **5. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

**KRATON POLYMERS U.S. LLC**

By:   
Name: Joseph J. Waiter  
Title:

## UBS AG, STAMFORD BRANCH

By: 

Name:

Title:

Wilfred V. Sami  
Associate Director  
Banking Products  
Services, USBy: 

Name:

Title:

Anthony N. Joseph  
Associate Director  
Banking Products Services, US

Trademark Security Agreement

TRADEMARK

REEL: 002772 FRAME: 0005

# SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

Trademark	International Classes	Application No.	Application Date	Registration No.	Registration Date	Next Renewal Due	Status
CARIFLEX	17	72291104	14-Feb-1968	865547	04-Mar-1969	04-Mar-2009	Registered
ELEXAR	17	74203757	16-Sep-1991	1710040	25-Aug-1992	25-Aug-2012	Registered
IPD	1	76375145	25-Feb-2002				Pending
KRATON	1	72193713	18-May-1964	794983	13-Aug-1965	13-Aug-2005	Registered
KRATON	1, 17	72339495	02-Oct-1969	0898505	15-Sep-1970	15-Sep-2010	Registered
KRATON AND DESIGN	1	75582196	02-Nov-1998	2331579	21-Mar-2000	21-Mar-2010	Registered
KRATON LIQUID	1	74727500	11-Sep-1995	2065795	27-May-1997	27-May-2007	Registered
VERSACLEAR	1	75746613	09-Jul-1999	2767054	23-Sep-2003	23-Sep-2013	Registered
KRATON Stylized Molecule Logo*	41	78273225	11-Jul-2003				Pending

\*The stylized molecule logo is a service mark. All other listed marks are trademarks.