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attached original documents or copy thereof.

Name of conveying party(ies):  
Huntsman LLC

2. Name and address of receiving party(ies)  
Name: Deutsche Bank Trust Company Americas  
(formerly known as Bankers Trust Company), as  
Internal Address: \_\_\_\_\_ collateral agent  
Street Address: 31 West 52nd St.  
City: New York State: NY ZIP: 10022

Individual(s)  Association  
General Partnership  Limited Partnership  
Corporation-State  
Other Utah Limited Liability Company  
Additional name(s) of conveying party(ies) attached?  Yes  No

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other \_\_\_\_\_

Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other Grant of Security Interest in U.S.  
Trademarks and Patents  
Execution Date: September 30, 2003

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

Application number(s) or patent number(s):  
A. Trademark Application No.(s)

B. Trademark Registration No.(s)  
ASSIGNMENT  
2003 NOV 21 PM 12:10  
RECEIVED

Additional numbers attached?  Yes  No

Name and address of party to whom correspondence concerning document should be mailed:  
Name: Laura Konrath  
Internal Address: Winston & Strawn LLP  
33rd Floor  
Street Address: 35 West Wacker Drive  
City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: \_\_\_\_\_  
7. Total fee (37 CFR 3.41).....\$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account  
8. Deposit account number:  
N/A  
(Attach duplicate copy of this page if paying by deposit account)

11/21/2003 LMUELLER 00000161 1753498  
01 FC-8521 40.00 DP

DO NOT USE THIS SPACE

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.  
Laura Konrath  
Name of Person Signing  
[Signature]  
Signature  
11/13/03  
Date

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

Mail documents to be recorded with required cover sheet information to:

Continuation  
Item 4

Schedule A

U.S. Trademark Registration  
Huntsman LLC

Registered Mark

Registration No.

Registration Date

ADPRO

1753498

2/23/1993

**GRANT OF SECURITY INTEREST IN  
UNITED STATES TRADEMARKS AND PATENTS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Huntsman LLC, a Utah limited liability company, formerly known as Hunstman Company, LLC (the "Grantor") with principal offices at 500 Huntsman Way, Salt Lake City, Utah 84108, hereby pledges and collaterally assigns unto the Grantee and does hereby grants to Deutsche Bank Trust Company Americas (formerly known as Bankers Trust Company), as Collateral Agent for the benefit of the Secured Parties, with principal offices at 31 West 52<sup>nd</sup> Street, New York, NY 10022 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Grantor's right, title and interest in and to the United States patents (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Marks and Patents, (iv) the goodwill of the businesses symbolized by the Marks and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS GRANT is made as collateral security for the prompt and complete payment and performance by Grantor of all of such Grantor's Obligations, as such term is defined in the Second Amended and Restated Security Agreement between the Grantor, the other assignors party thereto and the Grantee, dated as of September 30, 2003 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Upon receipt by Grantee of evidence satisfactory to it that all Credit Agreement Obligations are Fully Paid (as defined in the Security Agreement) and either (a) all Second Priority Senior Notes Obligations are Fully Paid or (b) both (i) no Default or Event of Default (as defined under The Second Priority Senior Notes Indenture has occurred and is continuing (and has not been waived) under the Second Priority Senior Notes Indenture and (ii) the Revolving Credit Agreement Obligations have been Fully Paid and the liens in connection therewith hve been released, the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in and re-assigning the Marks and Patents acquired under this Grant to the Grantor. This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are more fully set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of  
the 30th day of September, 2003.

**HUNTSMAN LLC,**  
as Grantor

By: Jim Esplin  
Name: J. Kimo Esplin  
Title: Executive Vice President and Chief  
Financial Officer

**DEUTSCHE BANK TRUST COMPANY**  
AMERICAS (formerly known as Bankers Trust  
Company), as Grantee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Trademark

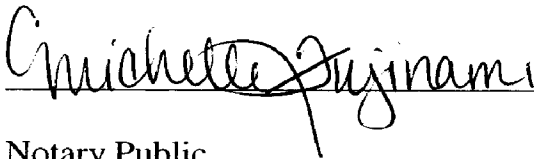
**TRADEMARK**  
**REEL: 002867 FRAME: 0456**

STATE OF UTAH )

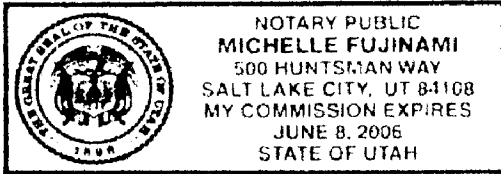
) ss.:

COUNTY OF SALT LAKE )

On this 30th day of September, 2003 before me personally came J. Kimo Esplin, who being duly sworn, did depose and say that he is Executive Vice President and Chief Financial Officer of **Huntsman LLC**, that he is authorized to execute the foregoing Grant of Security Interest on behalf of said corporation and that he did so by authority of the Board of Directors of said Corporation.

  
\_\_\_\_\_

Notary Public



Trademark

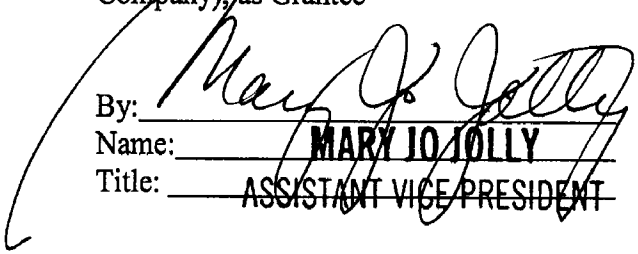
TRADEMARK  
REEL: 002867 FRAME: 0457

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the 21 day of Sept, 2003.

HUNTSMAN LLC,  
as Grantor

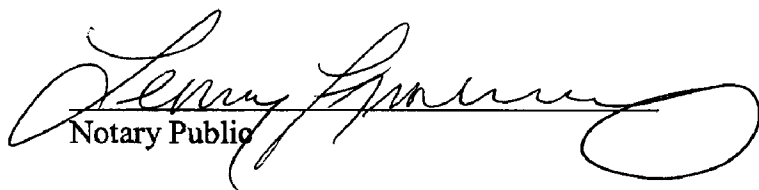
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DEUTSCHE BANK TRUST COMPANY  
AMERICAS (formerly known as Bankers Trust  
Company), as Grantee

By:   
Name: MARY JO JOLLY  
Title: ASSISTANT VICE PRESIDENT

STATE OF New York )  
COUNTY OF New York ) ss.:

On this 29<sup>th</sup> day of September, 2003 before me personally came Mary Jo Jolly who, being by me duly sworn, did state as follows: that s/he is Assistant Vice President of Deutsche Bank Trust Company Americas (formerly known as Bankers Trust Company), that s/he is authorized to execute the foregoing Grant of Security Interest on behalf of said corporation and that s/he did so by authority of the Board of Directors of said corporation.

  
Notary Public

LEENA KRISHNASWAMY  
NOTARY PUBLIC, State of New York  
No. 01KR609684  
Qualified in New York County  
Commission Expires Aug. 11, 2007

U.S. Trademark Registration  
Huntsman LLC

Registered Mark

Registration No.

Registration Date

ADPRO

1753498

2/23/1993



U.S. Patents and Applications  
Huntsman LLC

All patents are encumbered with security interests.

| <u>Patent Number</u> | <u>Registration Date</u> | <u>Title</u>  |
|----------------------|--------------------------|---|
| APP. # 921405        | 8/2/2001                 | IMPROVED<br>AUTOMOTIVE HEAD<br>IMPACT SYSTEM                          |
| 4526919              | 7/2/1985                 | POLYOLEFIN<br>EXTRUSION COATING<br>COMPOSITIONS                       |
| 4528312              | 7/9/1985                 | DEGRADED<br>POLYOLEFIN<br>CONTAINING<br>EXTRUSION COATING             |
| 5037888              | 8/6/1991                 | THERMOPLASTIC<br>ELASTOMERIC<br>COMPOSITIONS AND<br>METHOD            |
| 5414063              | 5/9/1995                 | PROCESS FOR THE<br>PRODUCTION OF<br>POLYPROPYLENE                     |
| 5977195              | 11/2/1999                | EXPANDABLE<br>THERMOPLASTIC<br>PARTICLES AND<br>ATOMIZATION<br>METHOD |
| 6093750              | 7/25/2000                | EXPANDABLE<br>THERMOPLASTIC<br>PARTICLES AND<br>METHOD                |