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FEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



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To the Honorable Commissioner of Patent

Attached original documents or copy thereof.

Name of conveying party(ies):

Huntsman Group Intellectual Property Holdings Corporation

Individual(s) Association
General Partnership Limited Partnership
 Corporation-State UT
Other _____

Additional name(s) of conveying party(ies) attached? Yes No

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

2. Name and address of receiving party(ies)

Name: Deutsche Bank Trust Company Americas
(formerly known as Bankers Trust Company), as collateral agent

Street Address: 31 W. 52nd St.

City: New York State: NY ZIP: 10022

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

If assignee is not domiciled in the United States, a consent and 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)

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: 4

7. Total fee (37 CFR 3.41).....\$ 115.00

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 00000162 2124154

DO NOT USE THIS SPACE

01 FC:8521 40.00 DP
02 FC:8522 75.00 DP

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

Date

10/13/03

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

All documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks

TRADEMARK

REEL: 002867 FRAME: 0569

Continuation Item 4

Schedule A

U.S. Trademark Registration
Huntsman Group Intellectual Property Holdings Corporation

<u>Registered Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
HUNTSMAN AND DESIGN	2124154	12/23/1997
HUNTSMAN AND DESIGN	2231021	3/9/1999
HUNTSMAN AND DESIGN	2039875	2/25/1997
HUNTSMAN AND DESIGN	2369935	7/25/2000

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

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Huntsman Group Intellectual Property Holdings Corporation, a Utah corporation (the "Grantor") with principal offices at 500 Huntsman Way, Salt Lake City, Utah 84108, hereby grants to Deutsche Bank Trust Company Americas (formerly known as Bankers Trust Company), as Collateral Agent, with principal offices at 31 West 52nd 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, in each case together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Marks, (iii) the goodwill of the businesses symbolized by the Marks and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks 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 GROUP INTELLECTUAL
PROPERTY HOLDINGS CORPORATION,**
as Grantor

By: Jim Esplin
Name: J. Kimo Esplin
Title: Vice President and Treasurer

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

By: _____
Name: _____
Title: _____

Trademark

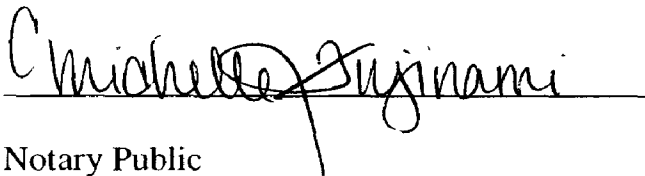
**TRADEMARK
REEL: 002867 FRAME: 0572**

STATE OF UTAH)

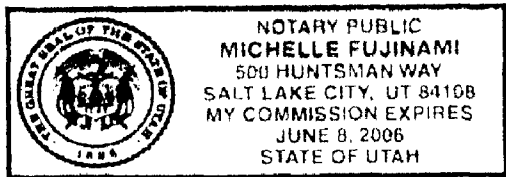
) ss.:

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 Vice President and Treasurer of **Huntsman Group Intellectual Property Holdings Corporation**, 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: 0573

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the 29 day of Sept, 2003.

HUNTSMAN GROUP INTELLECTUAL
PROPERTY HOLDINGS CORPORATION, as
Grantor

By: _____
Name: _____
Title: _____

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

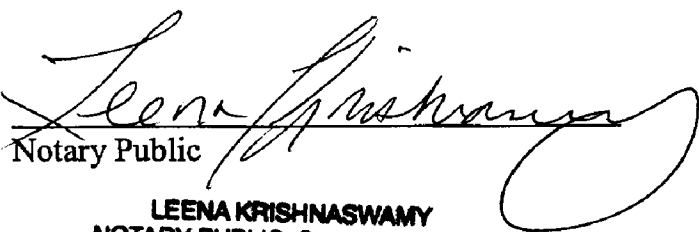
By:  _____
Name: **MARY JO JOLLY** _____
Title: **ASSISTANT VICE PRESIDENT** _____

Grant of Security Interest in United States Trademarks and Patents

TRADEMARK
REEL: 002867 FRAME: 0574

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

On this 29th 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

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CHI:1267968.2

RECORDED: 11/21/2003

TRADEMARK
REEL: 002867 FRAME: 0577