

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102759085

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Texas Petrochemicals LP

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: May 6, 2004

2. Name and address of receiving party(ies)

Name: U.S. Bank National Association

Internal

Address:

Street Address: Goodwin Sq, 225 Asylum St. 23FI

City: Hartford State: CT Zip: 06103

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

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

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

A. Trademark Application No.(s) None

B. Trademark Registration No.(s) 2,371,431; 2,218,371; 2,208,440; 1,803,456

Additional number(s) attached Yes No

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

Name: Akin Gump Strauss Hauer & Feld LLP

Internal Address: Attn: Elaine M. Laflamme, Esq.

Street Address: 590 Madison Avenue

City: New York State: NY Zip: 10022

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:

50-1972

DO NOT USE THIS SPACE

9. Signature.

Elaine M. Laflamme, Esq. Name of Person Signing

Signature

May 27 2004 Date

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

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

05/03/2004 MBETACHE 00000094 501972 2371431

01 FD:0521 40.00 DA 02 FD:0522 75.00 DA

TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of May 6, 2004 from Texas Petrochemicals LP (the "Debtor") to U.S. Bank National Association (the "Secured Party").

RECITALS

(A) Debtor owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

(B) The Debtor, the Parent, the other Guarantors and the Secured Party have entered into the Indenture, dated as of May 6, 2004 (the "Indenture"), for the benefit of the Holders, and the Debtor and the Secured Party (in such capacity, together with its successors in such capacity, the "Grantee") have entered into a Pledge and General Security Agreement dated as of May 6, 2004 (as amended, modified or supplemented from time to time, the "Security Agreement"). Unless otherwise defined herein, all capitalized terms used herein and defined in the Indenture or the Security Agreement, as the case may be, shall be used herein as therein defined; and

(C) Pursuant to (i) the Security Agreement and (ii) certain other collateral documents (including this Agreement), the Debtor has granted and/or is granting to the Grantee a continuing security interest in personal property of the Debtor, including all right, title and interest of the Debtor in, to and under the Trademark Collateral, to secure the Obligations.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor grants to the Grantee, to secure the Obligations, a continuing security interest in all of the Debtor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

- (i) each registered Trademark owned by the Debtor, including, without limitation, each Trademark registration and application referred to in Schedule A hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;
- (ii) each Trademark License, except for intercompany Trademark Licenses, to which the Debtor is a party, including, without limitation, each Trademark License identified in Schedule A hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

- (iii) all Proceeds of and revenues from the foregoing, including, without limitation, all Proceeds of and revenues from any claim by the Debtor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Debtor (including, without limitation, any Trademark identified in Schedule A hereto), and all rights and benefits of the Debtor under any Trademark License (including, without limitation, any Trademark License identified in Schedule A hereto), or for injury to the goodwill associated with any of the foregoing.

The Debtor irrevocably constitutes and appoints the Grantee and any officer thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Debtor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Debtor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Security Agreement or the Indenture Documents, the Debtor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interest granted by the Debtor to the Grantee pursuant to the Security Agreement. The Debtor acknowledges and affirms that the rights and remedies of the Grantee 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 are incorporated by reference herein as if fully set forth herein.

[Signature page follows]

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed by its officer thereunto duly authorized as of the 6th day of May, 2004.

TEXAS PETROCHEMICALS LP

By: 

Name:

Title:

Acknowledged:



By: 

Name: Michael M. Hopkins
Title: Vice President

TEXAS PETROCHEMICALS LP
TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK
APPLICATIONS AND TRADEMARK LICENSES

See attached list.

INDEX TO TRADEMARKS

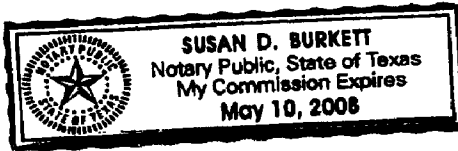
TRADEMARK DESIGN	TRADEMARK REG. NO.	REGISTRATION DATE
TPC	2,371,431	7-25-00
	2,218,371	1-19-99
	2,208,440	12-8-98
SKIP PROCESS	1803456	11-09-93

STATE OF _____)
) ss:
COUNTY OF _____)

I, Susan D. Burkett, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY, that _____, _____ of
Texas Petrochemicals LP (the "Company"), personally known to me to be the same person
whose name is subscribed to the foregoing instrument as such _____,
appeared before me this day in person and acknowledged that he/she signed, executed and
delivered the said instrument as his/her own free and voluntary act and as the free and voluntary
act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 6th day of May, 2004.

[Seal]



Susan D. Burkett

Signature of notary public

MY COMMISSION EXPIRES 5-10-08