

Docket No: 23008-001

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

ARCO Chemical Technology, Inc.

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

Citizenship (see guidelines) _____

Execution Date(s) December 20, 1996

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: ARCO Chemical Properties, L.P.

Internal Two Greenville Crossing

Address: 4001 Kennett Pike

Street Address: Suite 238

City: Greenville

State: Delaware

Country: U.S. Zip: 19807

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship Delaware
- Corporation Citizenship _____
- Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,314,158

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Vickie Thomas

Internal Address: Lyondell Chemical Company

Street Address: 1221 McKinney, Suite 700

City: Houston

State: Texas Zip: 77010

Phone Number: (713) 652-4584

Fax Number: (713) 309-2670

Email Address: Vickie.Thomas@Lyondell.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 12-2493

Authorized User Name Vickie Thomas

9. Signature:

Vickie Thomas
Signature

January 4, 2005
Date

Vickie Thomas
Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made the 20th day of December 1996

BETWEEN

ARCO Chemical Technology, Inc., a Delaware corporation with a place of business at Two Greenville Crossing, 4001 Kennett Pike, Suite 238, Greenville, Delaware 19807, United States of America (hereinafter called "the Assignor" of the one part);

AND

ARCO Chemical Properties, L.P., a Delaware limited partnership with a place of business at Two Greenville Crossing, 4001 Kennett Pike, Suite 238, Greenville, Delaware 19807, United States of America (hereinafter called "the Assignee" of the other part).

WHEREAS

- (A) The Assignor is the registered proprietor of the entire right, title and interest, together with all rights of priority, in and to the trademarks and registrations and applications pertaining thereto, particulars of which are set out in the Schedule attached hereto (hereinafter referred to as "the said Trademarks").
- (B) The Assignor has agreed to transfer and the Assignee has agreed to accept the said Trademarks and other rights relating thereto in the manner hereinafter set out.

NOW THIS ASSIGNMENT WITNESSETH

In pursuance of the Agreement between the parties and for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor with full title guarantee hereby assigns to the Assignee ALL its right title and interest in the said Trademarks TOGETHER WITH such goodwill as is symbolized thereby and appertains thereto but without any other goodwill whatsoever and further including the right to sue for damages

and other remedies in respect of any infringement of the said Trademarks which may have occurred prior to the date hereof, said effective as January 1, 1996. The Assignor hereby confirms that rights to any such damages are waived.

TO HOLD unto the Assignee absolutely.

The Assignor further agrees that when requested it will without charge to the Assignee, but at its expense, cause all papers and rightful oaths to be signed, and do all acts which may be reasonably necessary, for securing and maintaining Trade- marks in the United States of America and for vesting title thereto in ARCO Chemical Properties, L.P., it successors, legal representatives or nominees. In addition, the Assignor agrees to insert a monetary consideration for the transfer in the subordinate documents, if reasonably required by the Assignee.

Signed on behalf of)
ARCO CHEMICAL TECHNOLOGY, INC.)

Signature: Megan M. Rogers
Name of Signee: Megan M. Rogers
Title: Vice President

STATE OF DELAWARE
COUNTY OF NEW CASTLE

On this 20th day of December, 1996, before me a Notary Public in and for said County and State, personally appeared Megan M. Rogers who being duly sworn, deposes and says that he is Vice President of ARCO CHEMICAL TECHNOLOGY, INC. the limited partnership described in the above Assignment and that he executed the above Assignment as a free act on behalf of ARCO CHEMICAL TECHNOLOGY, INC.

Lois A. McCaughan
Notary Public

LOIS A. McCAUGHAN, NOTARY PUBLIC
New Castle County, Delaware
My Commission Expires February 10, 1999



have occurred prior to the date hereof, said effective as January 1, 1996.
The Assignor hereby confirms that rights to any such damages are waived.

TO HOLD unto the Assignee absolutely.

The Assignor further agrees that when requested it will without charge to the Assignee, but at its expense, cause all papers and rightful oaths to be signed, and do all acts which may be reasonably necessary, for securing and maintaining Trade-marks in the United States of America and for vesting title thereto in ARCO Chemical Technology, L.P., its successors, legal representatives or nominees. In addition, the Assignor agrees to insert a monetary consideration for the transfer in the subordinate documents, if reasonably required by the Assignee.

Signed on behalf of
ARCO CHEMICAL TECHNOLOGY, INC.)

Signature: _____
Name of Signee: _____
Title: _____

STATE OF DELAWARE
COUNTY OF NEW CASTLE

On this _____ day of _____, 1996, before me a Notary Public in and for said County and State, personally appeared _____ who being duly sworn, deposes and says that he is _____ of ARCO CHEMICAL TECHNOLOGY, INC. the limited partnership described in the above Assignment and that he executed the above Assignment as a free act on behalf of ARCO CHEMICAL TECHNOLOGY, INC.

Notary Public

Seal:

Signed on behalf of)
ARCO Chemical Properties, L.P.)

By: ARCO Chemical Technology Management, Inc. its
General Partner

Signature: John M. Wagner
Name of Signee: John M. Wagner
Title of Signee: President

STATE OF DELAWARE
COUNTY OF NEW CASTLE

On this 20th day of December, 1996, before me a Notary Public in and for said
County and State, personally appeared John M. Wagner who being duly
sworn, deposes and says that he is a legal representative of ARCO Chemical
Properties, L.P. described in the above Assignment and that he executed the above
Assignment as a free act on behalf of ARCO Chemical Properties, L.P.

Lois A. McCaughan
Notary Public

LOIS A. McCAUGHAN, NOTARY PUBLIC
New Castle County, Delaware
My Commission Expires February 10, 1999

Seal:

Signed on behalf of)
ARCO Chemical Properties, L.P.)

Signature: _____ *John*

Name of Signee: _____

Title of Signee: _____

STATE OF DELAWARE
COUNTY OF NEW CASTLE

On this _____ day of _____, 1996, before me a Notary Public in and for said
County and State, personally appeared _____ who being duly
sworn, deposes and says that he is _____ of ARCO Chemical
Properties, L.P. described in the above Assignment and that he executed the above
Assignment as a free act on behalf of ARCO Chemical Properties, L.P.

Notary Public

Seal:

SCHEDULE

ARCO CHEMICAL COMPANY
U.S. Trademarks

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
CHILLSAFE	1,710,657	08/25/92
HYPERLITE	1,383,833	02/15/86
MPDIOL	1,698,251	06/30/92
T-HYDRO	1,301,087	10/23/84
TEBOL	1,314,158	01/15/85
ULTRACEL	1,726,794	10/27/92
ULTRACEL (STYLIZED)	1,825,692	03/08/94

SCHEDULEARCO CHEMICAL COMPANY
Pending Trademark Applications

<u>TRADEMARK</u>	<u>APPLICATION NO.</u>	<u>CLASSES</u>	<u>FILED</u>
ACCLAIM	75/012,581	1,17	10/18/95
ATLANTIS	75/075,801	1,17,27	03/06/96
PEER	74/450,086	1	10/25/93
QYLITE	74/657,513	27	04/07/95
SOFTCEL	74/588,374	17	10/07/94
SOFTCELL	74/418,556	17	07/19/93
STYLEX	74/700,500	1,17,20	07/13/95
SUPERFLEX	74/348,160	42	01/13/93
TRIGARD	75/041,644	1	01/11/96