

Form PTO-1594 (Rev. 06/04)  
OMB Collection 0651-0027 (exp. 8/30/2005)

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.	
<b>1. Name of conveying party(ies)/Execution Date(s):</b>  HUNTSMAN EXPANDABLE POLYMERS COMPANY LLC  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <u>Utah Limited liability company</u>  Citizenship (see guidelines) _____ Execution Date(s) <u>Oct 14, 2004</u> Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>2. Name and address of receiving party(ies)</b>  Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input type="checkbox"/> No  Name: <u>Deutsche Bank Trust Company Americas,</u> Internal <u>as agent</u> Address: _____  Street Address: <u>60 Wall Street</u> City: <u>New York</u> State: <u>New York</u> Country: <u>USA</u> Zip: <u>10005</u>  <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input type="checkbox"/> Other _____ Citizenship _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)
<b>3. Nature of conveyance:</b>  <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Grant of Security Interest in</u> <u>U.S. Trademarks and Patents</u>	<b>4. Application number(s) or registration number(s) and Identification or description of the Trademark.</b> A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) <u>2,124,151</u> Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):	
<b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Laura Konrath</u> Internal Address: <u>33rd Floor</u> <u>Winston &amp; Strawn</u> Street Address: <u>35 W. Wacker Dr</u> City: <u>Chicago</u> State: <u>Illinois</u> Zip: <u>60601</u> Phone Number: <u>(312) 558-6352</u> Fax Number: <u>(312) 558-5700</u> Email Address: <u>L.Konrath@winston.com</u>	<b>6. Total number of applications and registrations involved:</b> <u>1</u>  <b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41)</b> \$ <u>40.00</u> <input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed  <b>8. Payment Information:</b> a. Credit Card Last 4 Numbers _____ Expiration Date _____ b. Deposit Account Number <u>232428</u> Authorized User Name <u>L.Konrath</u>  <b>9. Signature:</b>  <u>Laura Konrath</u> <u>1/23/04</u> Signature Date Name of Person Signing Total number of pages including cover sheet, attachments, and document: _____

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

CH \$40.00 232428 2124151

T M & Post  
TAB 40

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

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Huntsman Expandable Polymers Company LLC, a Utah limited liability company (the "Grantor") with principal offices at 500 Huntsman Way, Salt Lake City, UT 84108, hereby grants to Deutsche Bank Trust Company Americas, as Collateral Agent, with principal offices at 60 Wall Street, New York, NY 10005 (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 to secure the full and prompt performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement between the Grantor, the other assignors party thereto and the Grantee, dated as of October 14, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall, upon such satisfaction, 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.

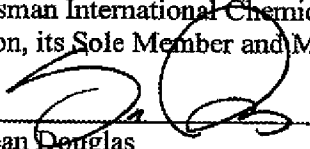
This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are more fully set forth in the Security Agreement, all terms and provisions of which 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 14 day of October, 2004.

HUNTSMAN EXPANDABLE POLYMERS  
COMPANY, LC  
as Grantor

By: Huntsman International Chemicals  
Corporation, its Sole Member and Manager

By:   
Name: Sean Douglas  
Title: Vice President

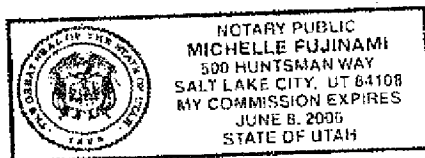
DEUTSCHE BANK TRUST COMPANY  
AMERICAS, as Grantee

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

STATE OF UTAH                    )  
  : ss.  
COUNTY OF SALT LAKE    )

On this 13<sup>th</sup> day of October, 2004, before me personally came Sean Douglas, who being duly sworn, did depose and say that he is Vice President of Huntsman International Chemicals Corporation, Sole Member and Manager of Huntsman Expandable Polymers Company, LC, that he is authorized to execute the foregoing Grant of Security Interest on behalf of said limited liability company and that he did so by authority of the Board of Directors of said corporation as sole member and manager of said limited liability company.

Michelle Fujinami  
Notary Public



[Signature Page to Grant of Security Interest in Trademarks and Patents (Huntsman Expandable Polymers Company, LC)]

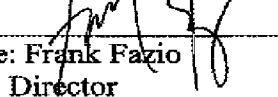
IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest  
as of the 14th day of October, 2004.

HUNTSMAN EXPANDABLE POLYMERS  
COMPANY, LC  
as Grantor

By: Huntsman International Chemicals  
Corporation, its Sole Member and Manager

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

DEUTSCHE BANK TRUST COMPANY  
AMERICAS, as Grantee

By:  \_\_\_\_\_  
Name: Frank Fazio  
Title: Director

Schedule AU.S. Trademark Registration

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Trademarks For Owner: Huntsman Expandable Polymers Co. LC  
Date of Report: 04OC2004  
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Docket No. 1731 TM 23DE2007  
Attorney: PHL  
Mark: R-MER  
A WIDE VARIETY OF PRODUCTS  
CTRY USA  
Types Status Registered 13JUL1995  
Cur App Dt 74/700754  
Curr App No 2124151  
Curr Reg D 23DE1997  
Curr Reg No 23DE2007  
Renewal  
Expires  
Class & Type: IN 17  
Goods: EXPANDABLE POLYSTYRENE FOR USE IN THE MANUFACTURE OF

Schedule BPatents

All patents are encumbered with security interests.

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Patents Owned by Huntsman LLC & Subsidiaries  
Company: Huntsman Expandable Polymers Company, LC  
Date of Report: 04OC2004

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Docket No.	Ctry	Types	Status	App Date	App No	Grant Dt	Pat No.	Nxt Tax Dt	Exp Dt
81401	USA	G		10JL1989	377260	22MY1990	4927858	22NO2001	10JL2009
Title: POLYPHENYLENE ETHER-ALKENYL AROMATIC POLYMER BLENDS HAVING									
Client/Division: GECET									
Owner of Record: Huntsman Chemical Corporation									
81401-D1	USA	D	G	12MR1990	492499	12PE1991	4992482	12AU2002	10JL2009
Title: POLYPHENYLENE ETHER-ALKENYL AROMATIC POLYMER BLENDS HAVING									
Client/Division: GECET									
Owner of Record: Huntsman Chemical Corporation									

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