

11-30-2004

Form PTO-1594
1-31-92

RE



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

11/24/04

102891185

To the Honorable Commissioner of Patents and Trademarks, original documents or copy thereof.

1. Name of conveying party(ies):
Celanese Ltd.

Individuals Association
 General Partnership - Limited Partnership
 Corporation-State -
 Other

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

2. Name and address of receiving party(ies):

Name: Deutsche Bank AG, New York Branch
 Internal Address: _____
 Street Address: 60 Wall Street
 City: New York State: NY ZIP: 10005

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation- _____
 Other Collateral Agent

3. Nature of conveyance:

Assignment Merger
 Security Interest Change of Name
 Other _____

Execution Date: October 18, 2004

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

A. Trademark Application No.(s):

Additional numbers attached? Yes No

Trademark Registration No.(s)
786224

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

Name: Rachael Sanderson
 Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas
 City: New York State: New York ZIP: 10036

6. Total number of applications and registration involved 1

7. Total fee (37 CFR 3.41): \$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
23-1705 (in event of deficiency)
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Rachael Sanderson Rachael Sanderson 11/24/04
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

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

**Mail Stop Assignment Recordation Services
 Director of US Patent and Trademark Office
 PO Box 1450
 Alexandria, VA 22313-1450**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

11/29/2004 MGETACHE 00000069 786224

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NEWYORK 4483150 (2K)

**TRADEMARK
REEL: 003084 FRAME: 0190**

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

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, CELANESE LTD. (the "Grantor") with principal offices at 1601 W. LBJ Freeway, Dallas, Texas 75234, hereby assigns and grants to DEUTSCHE BANK AG, NEW YORK BRANCH, as Collateral Agent, (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 proceeds and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated 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 to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Guarantee and Collateral Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of October 5, 2004 (as amended from time to time, the "Collateral Agreement"). Upon the occurrence of the termination of the Collateral Agreement, the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.


This Grant has been granted in conjunction with the security interest granted to the Grantee under the Collateral Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Collateral 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 Collateral Agreement, the provisions of the Collateral Agreement shall govern.

* * *

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 18 day of October, 2004.

CELANESE LTD.,
Grantor,

By: 
Name: D. Andrew Spathakis
Title: Vice President & Assistant Secretary
Celanese International Corporation
General Partner of Celanese Ltd.

By: 
Name: Michael E. Grom
Title: Treasurer
Celanese International Corporation
General Partner of Celanese Ltd.

DEUTSCHE BANK AG, NEW YORK BRANCH,
as Collateral Agent, Grantee

By Carin M. Keegan
Name: Carin M. Keegan
Title: Vice President

By 
Name: **Gregory Shefrin**
Title: **Director**

STATE OF NEW JERSEY)
) ss.:
COUNTY OF SOMERSET)

On this 15th day of October, 2004, before me personally came DA Spachakis who, being by me duly sworn, did state as follows: that he is the Vice President & Assistant Secretary of Celanese International Corporation, the general partner of CELANESE LTD., that he/she is authorized to execute the foregoing Grant on behalf of said corporation and that he/she did so by authority of the Board of Directors of said corporation.

Mary Erin Brennan
Notary Public

MARY ERIN BRENNAN
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 15, 2008

STATE OF NEW JERSEY)
) ss.:
COUNTY OF SOMERSET)

On this 18th day of October, 2004, before me personally came DA Spallakis who, being by me duly sworn, did state as follows: that he is the Vice President & Assistant Secretary of Celanese International Corporation, the general partner of CELANESE LTD., that he/she is authorized to execute the foregoing Grant on behalf of said corporation and that he/she did so by authority of the Board of Directors of said corporation.

Mary Erin Brennan
Notary Public

MARY ERIN BRENNAN
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 15, 2008

STATE OF NEW JERSEY)
) ss.:
COUNTY OF SOMERSET)

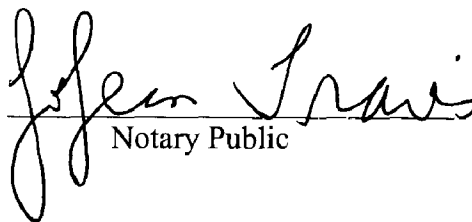
On this 18th day of October, 2004, before me personally came Mr. [Signature] who, being by me duly sworn, did state as follows: that he is the Treasurer of Celanese International Corporation, the general partner of CELANESE LTD., that he/she is authorized to execute the foregoing Grant on behalf of said corporation and that he/she did so by authority of the Board of Directors of said corporation.

Mary Erin Brennan
Notary Public

MARY ERIN BRENNAN
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 15, 2008

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

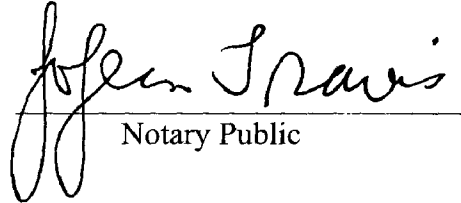
On this 18th day of October, 2004, before me personally came CARIN KEELAN of DEUTSCHE BANK AG, NEW YORK BRANCH who, being by me duly sworn, did state as follows: that he/she is authorized to execute the foregoing Grant on behalf of said corporation and that he/she did so by authority of the Board of Directors of said corporation.


Notary Public

JOJEAN TRAVIS
Registration No. 01TR5013241
New York County
July 15, 2007

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 18th day of October, 2004, before me personally came
CORREGORY SHEFRIN of DEUTSCHE BANK AG, NEW YORK BRANCH who, being
by me duly sworn, did state as follows: that he/she is authorized to execute the foregoing Grant
on behalf of said corporation and that he/she did so by authority of the Board of Directors of said
corporation.


Notary Public

JOJEAN TRAVIS
Registration No. 01TR5013241
New York County
July 15, 2007

Celanese Ltd.

Grantor	Mark	Registration No.
Celanese Ltd	CELANESE	786,224