

12-15-2004

Facsimile of Form PTO-1594 (06/2004)

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

12-13-04

102902430

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):

LYONDELL-CITGO Refining LP

- ☐ Individuals ☐ Association
☐ General Partnership ☒ Limited Partnership
☐ Corporation-State
☐ Other _____

Citizenship (see guidelines) _____

Execution Date(s): **May 21, 2004**Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of Conveyance:

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

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

Name: **Credit Suisse First Boston**

Internal Address:

Street Address: **One Madison Avenue, 8th Floor**City: **New York**State: **New York**Country: **United States**Zip: **10010**

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other **Bank organized under the laws of Switzerland**

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)

See additional sheet attachedAdditional sheet(s) attached? ☒ Yes ☐ No

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

See additional sheet attached

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

Name: **Ben D. Tobor (020380.000018)**Internal Address: **BRACEWELL & PATTERSON, L.L.P.**Street Address: **P. O. Box 61389**City: **Houston** State: **Texas** Zip: **77208-1389**Phone Number: **(713) 221-1352**Fax Number: **(713) 221-2111**Email Address: **ben.tobor@bracepatt.com**6. Total number of applications and registrations involved: **27**7. Total fee (37 CFR 2.6(b)(6) & 3.41): **\$690.00**

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account if check is missing or insufficient
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____b. Deposit Account Number: **50-0259** (Order No. 20380.18)
Deposit Account Name:**BRACEWELL & PATTERSON L.L.P.**

9. Signature:

Date: **12/8/04**Name of Person Signing: **Ben D. Tobor**

12/14/2004 GTDN11 00000067 2154250

01 FC:8521
02 FC:852240.00 DP
650.00 DPTotal number of pages including cover sheet, attachments, and documents: **7**

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

HOUSTON\1794094.1

TRADEMARK
REEL: 003091 FRAME: 0934

Continuation of Recordation Form Cover Sheet – Item 4B

A continuation from the cover page of the U.S. trademark registrations against which the attached security agreement is to be recorded is listed below:

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Aquamarine	2,154,250	04/28/1998
Autokut	119,588	11/27/1917
Carnite	408,869	08/29/1944
Clairo	776,482	09/08/1964
Crystex	225,461	03/22/1927
Dominion	805,451	03/15/1966
Duopac	1,779,448	06/29/1993
Duoprime	1,797,191	10/05/1993
Emulsiplex	1,364,064	10/08/1985
Gascon	194,083	01/13/1925
Gascon Supreme 13	1,251,442	09/20/1983
Honol (Stylized)	417,649	11/06/1945
Hytherm	1,863,020	11/15/1994
Ideal (Stylized)	805,453	03/15/1966
Litholine	521,565	02/28/1950
Modoc	781,248	12/08/1964
Osage	225,487	03/22/1927
Polarflo	1,338,721	06/04/1985
Quenchol (Stylized)	414,423	06/12/1945
Rust-O-Lene	225,454	03/22/1927
Tooltex (Stylized)	268,547	03/18/1930
Transkut	647,014	06/18/1957
Trukut	409,936	10/31/1944
Truslide	810,073	06/21/1966
Tul-Kut	941,838	08/29/1972
Tufflo (Stylized)	805,449	03/15/1966
Tufflo	1,544,129	06/20/1989

PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement dated as of May 21, 2004 (this "Patent and Trademark Security Agreement") is made by LYONDELL-CITGO Refining LP, a Delaware limited partnership ("Grantor"), having an address at 12000 Lawndale, Houston, Texas 77252, to Credit Suisse First Boston, a bank organized under the laws of Switzerland, as Collateral Agent (the "Agent") for the benefit of the Secured Parties (defined below).

Preliminary Statement

Credit Suisse First Boston as administrative agent (the "Agent"), the Grantor, and certain financial institutions party thereto as Lenders (the "Lenders") have entered into a Credit Agreement dated as of May 21, 2004 (the "Credit Agreement"). Unless otherwise specified herein, defined terms used herein and not otherwise defined shall have the meaning set forth for such terms in the Credit Agreement.

The Grantor owns the patents, patent registrations, patent applications, trademarks, trademark registrations, and trademark applications, and is a party to the patent and trademark licenses listed on Schedule I annexed hereto and by this reference incorporated herein.

Pursuant to the terms of the Security Agreement dated as of May 21, 2004 (as the same may be amended and in effect from time to time, the "Security Agreement") of Grantor in favor of Agent for the benefit of the Secured Parties, Grantor has granted a security interest in the Collateral, as such term is defined in the Security Agreement, including, without limitation, all right, title and interest of Grantor in, to, and under all now owned and hereafter acquired Patents and Trademarks (each as defined in the Security Agreement), set forth on Schedule I attached hereto, to secure the payment of all Secured Obligations.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Agent for the benefit of the Secured Parties a security interest in all of Grantor's right, title, and interest in, to, and under the following, whether presently existing or hereafter created or acquired (the "Patent and Trademark Collateral"):

(a) (i) all letters patent of the United States, all registrations and recordings thereof and all applications for letters patent of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office and (ii) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein; including but not limited to all the property set forth as "Patents" on Schedule I hereto;

(b) (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration applications

filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, (ii) all goodwill associated therewith or symbolized thereby, and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill; including but not limited to all the property set forth as "Trademarks" on Schedule I hereto; and

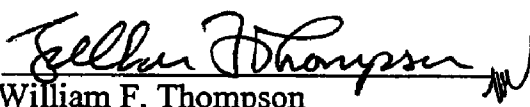
(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any patent, trademark, or patent or trademark registrations referred to in Schedule I annexed hereto, the patent or trademark registrations issued with respect to the patent or trademark applications referred to in Schedule I and the trademarks licensed under any trademark license, or (b) injury to the goodwill associated with any patent, trademark, patent or trademark registration, or patent or trademark licensed under any patent or trademark license; provided that in no event shall the term "Patent and Trademark Collateral" include any asset or property of Grantor which would be rendered void or voidable, or which if included in Patent and Trademark Collateral would violate, be prohibited by, or constitute a default under any agreement, contract, document or law relating thereto, would require any consent which has not been obtained, or would result in the incurrence or imposition of any penalty upon the Grantor or any Subsidiary as a result of a grant of a security interest in such asset or property; and provided further that this security interest is granted subject to preexisting trademark licenses included within (i) the Paraffinic Lubricants Base Oil Sales Agreement dated January 1, 1999 between the Grantor (formerly LYONDELL-CITGO Refining Company Ltd.) and CITGO Petroleum Corporation and (ii) the Napthenic Lubricants, White Mineral Oils and Specialty Oils Sales Agreement dated January 1, 1999 between the Grantor (formerly LYONDELL-CITGO Refining Company Ltd.) and CITGO Petroleum Corporation.

This security interest is granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent and Trademark Collateral made and 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, Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its officer duly authorized as of the date first above written.

LYONDELL-CITGO REFINING LP

By: 
William F. Thompson
Vice President and General Manager

Schedule I
to Patent and Trademark Security Agreement

**TRADEMARKS, PATENTS AND LICENSES
OF
LYONDELL-CITGO Refining LP**

Trademark	Country	Registration No.	Registration Date	Record Owner
Aquamarine	United States	2,154,250	04/28/1998	Lyondell-Citgo Refining Company Ltd.
Autokut	United States	119,588	11/27/1917	Lyondell-Citgo Refining Company Ltd.
Carnite	United States	408,869	08/29/1944	Lyondell-Citgo Refining Company Ltd.
Clairo	United States	776,482	09/08/1964	Lyondell-Citgo Refining Company Ltd.
Crystex	United States	225,461	03/22/1927	Lyondell-Citgo Refining Company Ltd.
Dominion	United States	805,451	03/15/1966	Lyondell-Citgo Refining Company Ltd.
Duopac	United States	1,779,448	06/29/1993	Lyondell-Citgo Refining LP
Duoprime	United States	1,797,191	10/05/1993	Lyondell-Citgo Refining LP
Duotreat	Benelux	76658	11/30/1971	Lyondell-Citgo Refining LP
Duotreat **	France	1668096	11/15/1990	Lyondell Petrochemical Company
Duotreat **	Germany	888424	05/21/1970	Lyondell Petrochemical Company
Duotreat **	United Kingdom	B960193	05/27/91	Lyondell Petrochemical Company
Emulsiplex	United States	1,364,064	10/08/1985	Lyondell-Citgo Refining Company Ltd.
Gascon	United States	194,083	01/13/1925	Lyondell-Citgo Refining Company Ltd.
Gascon Supreme 13	United States	1,251,442	09/20/1983	Lyondell-Citgo Refining Company Ltd.
Honol (Stylized)	United States	417,649	11/06/1945	Lyondell-Citgo Refining Company Ltd.
Hytherm	United States	1,863,020	11/15/1994	Lyondell-Citgo Refining LP
Ideal (Stylized)	United States	805,453	03/15/1966	Lyondell-Citgo Refining Company Ltd.
Litholine	United States	521,565	02/28/1950	Lyondell-Citgo Refining LP
Modoc	United States	781,248	12/08/1964	Lyondell-Citgo Refining Company Ltd.
Osage	United States	225,487	03/22/1927	Lyondell-Citgo Refining Company Ltd.
Polarflo	United States	1,338,721	06/04/1985	Lyondell-Citgo Refining Company Ltd.
Quenchol (Stylized)	United States	414,423	06/12/1945	Lyondell-Citgo Refining Company Ltd.
Rust-O-Lene	United States	225,454	03/22/1927	Lyondell-Citgo Refining Company Ltd.
Tooltex (Stylized)	United States	268,547	03/18/1930	Lyondell-Citgo Refining LP
Transkut	United States	647,014	06/18/1957	Lyondell-Citgo Refining Company Ltd.
Trukut	United States	409,936	10/31/1944	Lyondell-Citgo Refining Company Ltd.
Truslide	United States	810,073	06/21/1966	Lyondell-Citgo Refining Company Ltd.
Tul-Kut	United States	941,838	08/29/1972	Lyondell-Citgo Refining LP
Tufflo	Pakistan	68074	09/09/1978	Lyondell-Citgo Refining LP
Tufflo	Pakistan	68073	09/09/1978	Lyondell-Citgo Refining LP
Tufflo (Stylized)	United States	805,449	03/15/1966	Lyondell-Citgo Refining Company Ltd.
Tufflo	United States	1,544,129	06/20/1989	Lyondell-Citgo Refining Company Ltd.

** Trademark Assignment Agreement between Lyondell Petrochemical Company and Lyondell-Citgo Refining Company Ltd. dated July 1, 1993.

Patent	Country	Patent No.	Issue Date	Record Owner
Food Grade Compressor Oil	United States	5,578,557	11/26/1996	Lyondell-Citgo Refining Company Ltd.

License Agreements:

1. Intellectual Property Rights Agreement dated July 1, 1993 between Lyondell Petrochemical Company and Lyondell-Citgo Refining Company, Ltd.
2. Trademark License Agreement dated July 1, 1993 between Lyondell Petrochemical Company and Lyondell-Citgo Refining Company, Ltd.
3. Tradename Licensing Agreement dated July 1, 1993 between Lyondell-Citgo Refining Company Ltd., Citgo Petroleum Corporation, and Lyondell Petrochemical Company.
4. Paraffinic Lubricant and Base Oil Sales Agreement dated January 1, 1999 between Citgo Petroleum Corporation and Lyondell-Citgo Refining Company, Ltd.
5. Naphthenic Lubricants, White Mineral Oils and Specialty Oils Sales Agreement dated January 1, 1999 between Citgo Petroleum Corporation and Lyondell-Citgo Refining Company, Ltd.
6. Trademark License Agreement dated October 1, 1997 between Atlantic Richfield Company and Lyondell-Citgo Refining Company, Ltd.
7. Amendment to Trademark License Agreement dated October 1, 1997 between Atlantic Richfield Company and Lyondell-Citgo Refining Company, Ltd.
8. Consent, Assignment and Assumption Agreement dated January 1, 1999 between Lyondell-Citgo Refining LP and Atlantic Richfield Company.
9. Additional third-party vendor licenses.