TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kerr-McGee Corporation		05/24/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78406978	KERR-MCGEE

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-2254
Email: ksolomon@stblaw.com
Correspondent Name: Robyn Rahbar, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER:	Robyn Rahbar
Signature:	/rr/
Date:	08/19/2005

Total Attachments: 10

OP $40.00 78406978

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of May 24, 2005, is made by Kerr-McGee Corporation, a Delaware corporation (the "Borrower"), in favor of JPMorgan Chase Bank, N.A., a national association, as Collateral Agent (the "Agent"), for the benefit of the Agent and the Applicable Secured Parties referred to in the Guarantee and Collateral and Collateral Trust Agreement, dated as of May 24, 2005 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), made by the Borrower and certain of its Subsidiaries in favor of the Agent for the benefit of the Agent and the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of May 18, 2005 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders, the syndication agent and documentation agents named therein and JPMorgan Chase Bank, N.A., as administrative agent and as collateral agent, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Subsidiaries have executed and delivered the Guarantee and Collateral Agreement in favor of the Agent for the benefit of the Agent and the Secured Parties;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Borrower pledged and granted to the Agent for the benefit of the Agent and the Applicable Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Borrower agrees, for the benefit of the Agent and the Applicable Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Borrower hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Applicable Secured Parties to secure payment, performance and observance of the Credit Agreement Obligations and, to the extent required by the Existing Indentures, the Bond Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Agent and the other Applicable Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Agent and the other Applicable Secured Parties with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

KERR-MCGEE CORPORATION

By: _____
Name: Robert M. Wohleber
Title: Senior Vice President and CFO

KERR-McGEE
LEGAL DEPT.

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: _____
Name:
Title:

509265-1119-08491-NY02.2452551

STATE OF OKLAHOMA)
) ss
COUNTY OF OKLAHOMA)

On the ____ day of May, 2005, before me personally came Robert M. Wohleber, who is personally known to me to be the Senior Vice President and CFO of Kerr-McGee Corporation, a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Senior Vice President and CFO in the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

William E. Knowles

Notary Public

NOTARY PUBLIC SEAL

WILLIAM E. KNOWLES
Oklahoma County
Notary Public in and for
State of Oklahoma
Commission # 04001477 Expires 2/17/08

(PLACE STAMP AND SEAL ABOVE)

509265-1119-08491-NY02.2452551

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

KERR-MCGEE CORPORATION

By:_____
Name:
Title:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: Ronald Dierker
Name: Ronald Dierker
Title: Vice President

509265-1119-08491-NY02.2452551

STATE OF Texas)
) ss
COUNTY OF Harris)

On the 15th day of August, 2005, before me personally came Ronald Dierker, who is personally known to me to be the Vice President of JPMorgan Chase Bank, N.A., a national association; who, being duly sworn, did depose and say that she/he is the Vice President in the national association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such national association; and that she/he acknowledged said instrument to be the free act and deed of said national association.

Frankie L. Morgan
Notary Public

FRANKIE L. MORGAN
Notary Public, State of Texas
My Commission Expires
October 20, 2007

(PLEASE STAMP AND SEAL ABOVE)

509265-1119-08491-NY02.2452551

Trademarks

Owner	Trademark Registration Number (or Application Number)	Grant Date (or Application Date)	Mark	Country
Kerr-McGee Corporation	119,415	09/09/1990	KERMAC	Canada
Kerr-McGee Corporation	11174	07/02/1999	KERR-MCGEE	Kazakstan
Kerr-McGee Corporation	186,855	06/25/2004	KM AND DESIGN	Mexico
Kerr-McGee Corporation	221,948	07/22/1992	KM AND DESIGN	Canada
Kerr-McGee Corporation	24827	06/30/1977	KM AND DESIGN	Philippines
Kerr-McGee Corporation	11173	01/30/2001	KM & DESIGN	Kazakstan
Kerr-McGee Corporation	P 276.498	07/01/1974	KM AND DESIGN	Switzerland
Kerr-McGee Corporation	954373	5/16/03	KERR-MCGEE	Australia
Kerr-McGee Corporation	954372	5/16/03	KM (Device)/(KM and Design)	Australia
Kerr-McGee Corporation	954371	5/16/03	KM KERR-MCGEE and Design	Australia
Kerr-McGee Corporation	825510821 (Application)	05/19/2003 (Application)	KERR-MCGEE	Brazil
Kerr-McGee Corporation	825510830 (Application)	05/19/2003 (Application)	KERR-MCGEE	Brazil
Kerr-McGee Corporation	825510848 (Application)	05/19/2003 (Application)	KERR-MCGEE	Brazil
Kerr-McGee Corporation	825510856 (Application)	05/19/2003 (Application)	KERR-MCGEE	Brazil

Kerr-McGee Corporation	825510708 (Application)	05/19/2003 (Application)	KERR-MCGEE and KM Design	Brazil
Kerr-McGee Corporation	825510724 (Application)	05/19/2003 (Application)	KERR-MCGEE and KM Design	Brazil
Kerr-McGee Corporation	825510732 (Application)	05/19/2003 (Application)	KERR-MCGEE and KM Design	Brazil
Kerr-McGee Corporation	825510767 (Application)	05/19/2003 (Application)	KM Design	Brazil
Kerr-McGee Corporation	825510783 (Application)	05/19/2003 (Application)	KM Design	Brazil
Kerr-McGee Corporation	825510791 (Application)	05/19/2003 (Application)	KM Design	Brazil
Kerr-McGee Corporation	1,234,723 (Application)	10/22/04 (Application)	KERR-MCGEE	Canada
Kerr-McGee Corporation	1,234,724 (Application)	10/22/2004 (Application)	KM and Design	Canada
Kerr-McGee Corporation	1,234,728 (Application)	10/22/2004 (Application)	KM KERR-MCGEE and Design	Canada
Kerr-McGee Corporation	3594932	01/14/2005	KERR-MCGEE	China (Peoples Republic)
Kerr-McGee Corporation	3594930 (Application)	06/16/2003 (Application)	KERR-MCGEE	China (Peoples Republic)
Kerr-McGee Corporation	3594929 (Application)	06/16/2003 (Application)	KERR-MCGEE	China (Peoples Republic)
Kerr-McGee Corporation	3594905	01/14/2005	KERR-MCGEE (in Chinese characters)	China (Peoples Republic)
Kerr-McGee Corporation	3594903 (Application)	06/16/2003 (Application)	KERR-MCGEE (in Chinese characters)	China (Peoples Republic)
Kerr-McGee Corporation	3594902 (Application)	06/16/2003 (Application)	KERR-MCGEE (in Chinese characters)	China (Peoples Republic)

Kerr-McGee Corporation	3594901	01/14/2005	KERR-MCGEE and KM Design	China (Peoples Republic)
Kerr-McGee Corporation	3594899 (Application)	6/16/03 (Application)	KERR-MCGEE and KM Design	China (Peoples Republic)
Kerr-McGee Corporation	3594898 (Application)	06/16/2003 (Application)	KERR-MCGEE and KM Design	China (Peoples Republic)
Kerr-McGee Corporation	3595263	1/14/05	KM Design	China (Peoples Republic)
Kerr-McGee Corporation	3594907 (Application)	06/16/2003 (Application)	KM Design	China (Peoples Republic)
Kerr-McGee Corporation	3594906 (Application)	06/16/2003 (Application)	KM Design	China (Peoples Republic)
Kerr-McGee Corporation	3594928	1/14/05	KM Design (in Chinese characters)	China (Peoples Republic)
Kerr-McGee Corporation	3595265 (Application)	06/16/2003 (Application)	KM Design (in Chinese characters)	China (Peoples Republic)
Kerr-McGee Corporation	3595264 (Application)	06/16/2003 (Application)	KM Design (in Chinese characters)	China (Peoples Republic
Kerr-McGee Corporation	003172608 (Application)	05/19/2003 (Application)	KERR-MCGEE	European Community
Kerr-McGee Corporation	003172426 (Application)	05/19/2003 (Application)	KM Design	European Community
Kerr-McGee Corporation	003172591	11/23/2004	KM Design with KERR-MCGEE	European Community
Kerr-McGee Corporation	831214	07/29/2003	KERR-MCGEE	Mexico
Kerr-McGee Corporation	852537	07/29/2003	KERR-MCGEE	Mexico
Kerr-McGee Corporation	0612154 (Application)	07/29/2003 (Application)	KERR-MCGEE	Mexico
Kerr-McGee Corporation	86577	05/19/2003	KERR-MCGEE	Morocco

Kerr-McGee Corporation	86578	05/19/2003	KM and Design	Morocco
Kerr-McGee Corporation	86579	05/19/2003	KM KERR-MCGEE and Design	Morocco
Kerr-McGee Corporation	26836	05/16/2003	KERR-MCGEE	Tangier
Kerr-McGee Corporation	26837	05/16/2003	KM and Design	Tangier
Kerr-McGee Corporation	26838	05/16/2003	KM KERR-MCGEE and Design	Tangier
Kerr-McGee Corporation	78/406,978 (Application)	04/23/2004 (Application)	KERR-MCGEE	U.S.