

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
DEUTSCHE BANK AG LONDON BRANCH		07/07/2006	GERMAN LIMITED LIABILITY CORP.: GERMANY

**RECEIVING PARTY DATA**

Name:	LUCITE INTERNATIONAL UK LIMITED (F/K/A INEOS ACRYLICS UK LIMITED)
Street Address:	15-17 QUEENS TERRACE, SOUTHAMPTON
Internal Address:	1ST FLOOR QUEENS GATE
City:	HAMPSHIRE
State/Country:	UNITED KINGDOM
Postal Code:	S014 3BP
Entity Type:	CORPORATION: UNITED KINGDOM

**PROPERTY NUMBERS Total: 33**

Property Type	Number	Word Mark
Registration Number:	1126689	3 E
Registration Number:	1126175	3ER
Registration Number:	1046365	ACRI-TUF
Registration Number:	1569696	ACRYLIC PICTURE PACK
Registration Number:	1581510	ADOBE
Registration Number:	1246123	ASTERITE
Registration Number:	1960693	AVRELLE
Registration Number:	1470572	AVRON
Registration Number:	1773948	AVRON
Registration Number:	1197915	BARRIER
Registration Number:	993600	CALYPSO
Registration Number:	1195725	COUNTRYSIDE BRICK
Registration Number:	572276	DIAKON

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Registration Number:	814760	ELVACITE
Registration Number:	1197916	ESTATE STONE
Registration Number:	1046364	FROST-GLAZE
Registration Number:	1991233	GEMSTONE
Registration Number:	687973	K-LITE
Registration Number:	825583	K-LUX
Registration Number:	1047685	LUCITE
Registration Number:	350093	LUCITE
Registration Number:	611278	LUCITE
Registration Number:	1936713	LUCITE-TUF
Registration Number:	555324	PERSPEX
Registration Number:	1824403	PERSPEX
Registration Number:	1473022	PRISMA-GRID
Registration Number:	977109	SAFE-T-VUE
Registration Number:	1280655	TRIUMPH
Registration Number:	1608254	UTRAN
Registration Number:	1625976	UVALITE
Registration Number:	954490	HONEY BUN
Serial Number:	75733614	MYST
Serial Number:	75679005	TUFCOAT

**CORRESPONDENCE DATA**

Fax Number: (646)848-4455  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-848-4455  
Email: jlik@shearman.com  
Correspondent Name: Jordan Altman  
Address Line 1: 599 Lexington Avenue  
Address Line 2: Shearman & Sterling LLP  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 5662/1548

**DOMESTIC REPRESENTATIVE**

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:	Jordan Altman
Signature:	/JORDAN ALTMAN/
Date:	07/19/2006
Total Attachments: 8 source=Release#page1.tif source=Release#page2.tif source=Release#page3.tif source=Release#page4.tif source=Release#page5.tif source=Release#page6.tif source=Release#page7.tif source=Release#page8.tif	

**RELEASE AND TERMINATION OF  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This RELEASE AND TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT dated July 7, 2006 (the "**Release and Termination**") is made by Deutsche Bank AG London Branch in its capacity as security agent (the "**Security Agent**") for the Senior Finance Parties (as defined in the Credit Agreement referred to below) in favor of Lucite International UK Limited (f/k/a Ineos Acrylics UK Limited) (the "**Grantor**").

WHEREAS, Ineos Acrylics UK Limited, a UK corporation, entered into a Facilities Agreement dated as of October 3, 1999 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), with Deutsche Bank AG London Branch, as Facility Agent and as Security Agent, the Banks and the Issuing Banks party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement;

WHEREAS, as a condition precedent to the making of Advances and the issuance of Letters of Credit by the Banks and the Issuing Banks under the Credit Agreement and the entry into Secured Hedging Agreements by the Hedging Banks from time to time, the Grantor executed and delivered that certain Composite Debenture issued by the Grantor in favor of the Security Agent dated November 2, 1999 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Composite Debenture**");

WHEREAS, under the terms of the Composite Debenture, the Grantor executed and delivered to the Security Agent, for the ratable benefit of the Senior Finance Parties, that certain Intellectual Property Security Agreement dated November 2, 1999 (the "**IP Security Agreement**") in favor of such Security Agent, for recording with the U.S. Patent and Trademark Office, the U.S. Copyright Office and other governmental authorities;

WHEREAS, the IP Security Agreement was filed and recorded in the U.S. Patent and Trademark Office on December 17, 1999 at Reel/Frame 010415/0744 for patents and on December 16, 1999 at Reel/Frame 2006/0007 for trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Security Agent agrees as follows:

SECTION 1. Release and Termination of Security Interest. The Security Agent hereby releases, terminates and conveys to the Grantor, without recourse, representation or warranty of any kind, its security interest in and to all of the Security Agent's right, title and interest in and to the following (the "**Collateral**"):

- (i) The United States, international, and foreign patents, patent applications and patent licenses set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by supplements to the Composite Debenture and this IP Security Agreement ("**IP Security Agreement Supplements**"), executed and delivered by the Grantor to the Security Agent from time to time), together with all reissues, divisions,

continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "*Patents*");

(ii) The United States and foreign trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto (as such Schedule B may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by the Grantor to the Security Agent from time to time), (the "*Trademarks*");

(iii) The copyrights, United States and foreign copyright registrations and applications and copyright licenses set forth in Schedule C hereto (as such Schedule C may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by the Grantor to the Security Agent from time to time) (the "*Copyrights*");

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

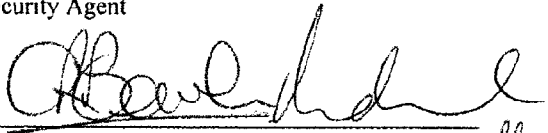
(v) any and all proceeds of the foregoing.

SECTION 2. Further Assurances. The Security Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

SECTION 3. Execution in Counterparts. This Release and Termination may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Security Agent has caused this Release and Termination to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

**DEUTSCHE BANK AG, LONDON BRANCH,**  
as Security Agent

By:   
Name: C.R. BENHAM M. DeLellis  
Title: ASSOCIATE VP

**Schedule A  
to the Release and  
Termination**

**PATENTS**

<b>Case No</b>	<b>Country</b>	<b>Application No</b>	<b>Grant No</b>	<b>Expiry Date</b>
31192	U.S.A.	235156	4376084	12/02/01 00:00:00
32831	U.S.A.	633891	4591525	24/07/04 00:00:00
31581	U.S.A.	390662	4404395	13/09/00 00:00:00
33617	U.S.A.	810572	5202075	13/04/10 00:00:00
34351	U.S.A.	453201	4999387	12/03/08 00:00:00
35202	U.S.A.	501036	5145903	29/03/10 00:00:00
35597Z	U.S.A.	476159/07	5003448	07/02/10 00:00:00
36357	U.S.A.	882872/07	5319014	14/05/12 00:00:00
36645	U.S.A. [PCT]	199221/08	5519081	21/05/13 00:00:00
36647	U.S.A. [PCT]	462067/08	5578673	26/11/13 00:00:00
36647	U.S.A. [PCT]	244264/08	5530064	25/06/13 00:00:00
36700	U.S.A. [PCT]	256048/08	5531169	02/07/13 00:00:00
37242	U.S.A. [PCT]	204181/08	5519083	21/05/13 00:00:00
37476	U.S.A.	931763/07	5319043	13/03/09 00:00:00
37476	U.S.A.	322615/07	5073615	13/03/09 00:00:00
37566	U.S.A. [PCT]	553359/08		
37716	U.S.A.	579567	4529816	13/02/04 00:00:00
37718	U.S.A.	746073	4668818	18/06/05 00:00:00
37720	U.S.A.	762207	4698440	06/10/04 00:00:00
37723	U.S.A.	464429	4490347	07/02/03 00:00:00
37727	U.S.A.	215450	4328329	11/12/00 00:00:00
37728	U.S.A.	747416	4605717	21/06/05 00:00:00
37729	U.S.A.	697402	4588798	01/02/05 00:00:00
37736	U.S.A.	288006	4346183	03/04/00 00:00:00
37738	U.S.A.	273632	4341673	15/06/01 00:00:00
37832	U.S.A. [PCT]	640848/08	5719220	
37878	U.S.A. [PCT]	969496/08		
37928	U.S.A.	279013/07	4948546	23/06/08 00:00:00
40192	U.S.A. [PCT]	765850/08		
40193	U.S.A. [PCT]	765849/08	5898039	27/04/16 00:00:00
45888	U.S.A.	07/668391	5057984	
50032	U.S.A. [PCT]	860159/08		
50062	U.S.A.	90/011325		
50062	U.S.A. [PCT]	011325/09		
50090	U.S.A. [PCT]	08/952425		
50107	U.S.A. [PCT]	952351/08		
50140	U.S.A. [PCT]	029536/09		
50155	U.S.A.	544375/08	5880207	17/10/15 00:00:00
50194	U.S.A. [PCT]	117661/09		
50248	U.S.A. [PCT]	180944/09		
50271	U.S.A. [PCT]	236802/09		
50277	U.S.A. [PCT]	011858/09		
50325	U.S.A. [PCT]	334979/09		
50326	U.S.A. [PCT]	282118/09		
50366	U.S.A. [PCT]	AWAITED		
50370	U.S.A.	506146/07	5081286	09/04/10 00:00:00

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50371	U.S.A.	08/154339		
50372	U.S.A.	814347/06	4739110	27/12/05 00:00:00
50373	U.S.A.	364955/07	4889900	12/06/09 00:00:00
50376	U.S.A.	515477/08		
50376	U.S.A.	979264/08		
50377	U.S.A.	742286/08	5756828	
50411	U.S.A. [PCT]	AWAITED		

**Registered Designs/Design Patents**

Case No	Country	Application No	Grant No	Expiry Date
00568	U.S.A.	106488/29		
30000S	U.S.A.	467963	282589	11/02/00 00:00:00
34759Z	U.S.A.	192894	314638	12/05/08 00:00:00

**ICI - Retained Acrylics Cases, Licensed Patents**

Case No	Country	Application No	Grant No	Expiry Date
50365	U.S.A. [PCT]	AWAITED		

**Patents Applications**

Case No	Country	Application No	Grant No	Expiry Date
1699	USA (only filing so far)	09/190/156 filed 11/12/98	pending	
1714	USA	09/190,157 filed 11/12/98	pending	
1715	USA	09/190,527 filed 11/12/98	pending	
1716	USA	09/190,158 filed 11/12/98	pending	

**PPG Patents**

U.S.A.	662029/07	5473048	5 December 1995	28/02/91
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**Schedule B  
to the Release and  
Termination**

**TRADEMARKS**

<b>Country</b>	<b>Trade Mark/ Proprietor</b>	<b>Int. Classes</b>	<b>App. No./ Date</b>	<b>Reg. No./ Date</b>	<b>Status (Expiry)</b>
United States 08066-US	3E	11	168768 02 May 1978	1126689 13 November 1979	Registered (13 November 1999)
United States 08067-US	3ER	11	168647 01 May 1978	1126175 23 October 1979	Registered (23 October 1999)
United States 08056-US	ACRI-TUF	17	73/070882 04 December 1975	1046365 17 August 1976	Registered (17 August 2006)
United States 08582-US	ACRYLIC PICTURE PACK	17	671625 10 July 1987	1569696 05 December 1989	Registered (05 December 1999)
United States 08584-US	ADOBE	17	73/754507 27 September 1988	1581510 06 February 1990	Registered (06 February 2000)
United States 01619-US	ASTERITE	1	289713 15 December 1980	1246123 26 July 1983	Registered (26 July 2003)
United States 11195-US	AVRELLE	1, 11 & 17	74/420348 04 August 1993	1960693 05 March 1996	Registered (05 March 2006)
United States 06537-US	AVRON	11 & 17	579668 27 January 1986	1470572 29 December 1987	Registered (29 December 2007)
United States 06537-US-A	AVRON	1	764014 16 November 1988	1773948 01 June 1993	Registered (01 June 2003)
United States 08057-US	BARRIER	19	73/278491 19 September 1980	1197915 15 June 1982	Registered (15 June 2002)
United States 08058-US	CALYPSO	19	72/459397 04 June 1973	993600 24 September 1974	Registered (24 September 2004)
United States 08059-US	COUNTRYSIDE BRICK	19	278494 19 September 1980	1195725 18 May 1982	Registered (18 May 2002)
United States 01152-US	DIAKON	1		572276 26 June 1951 24 March 1953	Registered (24 March 2003)
United States 11263-US	ELVACITE	1	228020 17 September 1965	814760 13 September 1986	Registered (13 September 2006)
United States 08060-US	ESTATE STONE	19	73/278492 19 September 1980	1197916 15 June 1982	Registered (15 June 2002)
United States 08061-US	FROST-GLAZE	17	73/070881 04 December 1975	1046364 17 August 1976	Registered (17 August 2006)
United States 11745-US	GEMSTONE	17	74/710354 03 August 1995	1991233 06 August 1996	Registered (06 August 2006)
United States 08053-US	K-12				Pending ( )
United States 08051-US	K-LITE	11	72/067797 16 February 1959	687973 10 November 1959	Registered (10 November 1999)
United States 08050-US	K-LUX		72/224755 02 August 1965	825583 14 March 1967	Registered (14 March 2007)
United States 08054-US	LENSMATIC	11	72/403514 24 September 1971	954940 13 March 1973	Registered (13 March 2003)
United States 11264-US	LUCITE	17	77593 18 February 1976	1047685 07 September 1976	Registered (07 September 2006)
United States 11264-US-A	LUCITE	1	392416 07 May 1937	350093 14 September 1937	Registered (14 September 2007)

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United States 11264-US-B	LUCITE	6	71/670548 26 July 1954	611278 30 August 1955	Registered (30 August 2005)
United States 11740-US	LUCITE-TUF	17	74/552175 21 July 1994	1936713 21 November 1995	Registered (21 November 2005)
United States 14186-US	MYST	17	75/733614 22 June 1999		Pending ( )
United States 01108-US	PERSPEX	17		555324 26 February 1952	Registered (26 February 2002)
United States 01108-US-A	PERSPEX	17	74/326437 29 October 1992	1824403 01 March 1994	Registered (01 March 2004)
United States 11716-US	PRISMA-GRID	11	73/631039 18 November 1986	1473022 19 January 1988	Registered (19 January 2008)
United States 08055-US	SAFE-T-VUE	19	72/427975 22 June 1972	977109 22 January 1974	Registered (22 January 2004)
United States 08068-US	TRIUMPH	11	73/419207 28 March 1983	1280655 05 June 1984	Registered (05 June 2004)
United States 14176-US	TUFCOAT	1	75/679005 12 April 1999		Pending ( )
United States 08585-US	UTRAN	17	73/783400 27 February 1989	1608254 31 July 1990	Registered (31 July 2000)
United States 11714-US	UVALITE	17	73/783266 27 February 1989	1625976 04 December 1990	Registered (04 December 2000)

**Schedule C  
to the Release and  
Termination**

**COPYRIGHTS**

None.

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**RECORDED: 07/21/2006**

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