

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
LUCITE INTERNATIONAL INC.		08/04/2006	CORPORATION: MISSOURI
LUCITE INTERNATIONAL UK LIMITED		08/04/2006	PRIVATE LIMITED COMPANY ORGANIZED UNDER THE LAWS OF ENGLAND AND WALES:

**RECEIVING PARTY DATA**

<b>Name:</b>	MERRILL LYNCH CAPITAL CORPORATION
<b>Street Address:</b>	4 WORLD FINANCIAL CENTER
<b>Internal Address:</b>	FLOOR 22, ATTN: DON BURKITT/KYRA SPECHT
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10080
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	0350093	LUCITE
Registration Number:	0611278	LUCITE
Serial Number:	78333514	LUCITE
Serial Number:	78333520	LUCITE
Serial Number:	78333542	LUCITE
Serial Number:	78333552	LUCITE
Serial Number:	78333718	LUCITE
Serial Number:	78333725	LUCITE
Serial Number:	73077593	LUCITE
Serial Number:	78333741	LUCITE

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Serial Number:	78333756	LUCITE
Serial Number:	78333764	LUCITE
Registration Number:	0555324	PERSPEX
Registration Number:	1824403	PERSPEX
Serial Number:	78333738	LUCITE

**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:	5543/11837
NAME OF SUBMITTER:	Jordan Altman
Signature:	/JORDAN ALTMAN/
Date:	08/07/2006

**Total Attachments: 12**  
source=Security Agreement#page1.tif  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this "**IP Security Agreement**") dated August 4, 2006, is made by Lucite International, Inc., a corporation incorporated in the State of Missouri (the "**US Grantor**"), and Lucite International UK Limited, a private limited company organized under the laws of England and Wales (the "**UK Grantor**" and together with the US Grantor, the "**Grantors**") in favor of Merrill Lynch Capital Corporation, as Collateral Agent (the "**Collateral Agent**") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Lucite International Group Holdings Limited ("**Holdings**"), Lucite International Investment Limited, as Parent and Guarantor (the "**Parent**"), and certain Subsidiaries of the Parent (including the Grantors), as Borrowers and Guarantors, have entered into a Credit Agreement dated as of July 7, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") with Merrill Lynch Capital Corporation, as Administrative Agent for the Lender Parties and as Collateral Agent for the Secured Parties and the Initial Lenders named therein (each as defined therein).

WHEREAS, the Parent, Holdings and certain Subsidiaries of the Parent (including the Grantors) have entered into an Intercreditor Deed dated as of July 7, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Intercreditor Deed**") with Lucite International Luxembourg Finance S.à.r.l., as PIK Borrower, the institutions named therein, as Original Senior Creditors, Merrill Lynch Capital Corporation, as PIK Administrative Agent and PIK Collateral Agent, and Merrill Lynch Capital Corporation, as Administrative Agent and Collateral Agent (each as defined therein).

WHEREAS, as a condition precedent to the making of Advances, the issuing of Letters of Credit and the granting of Ancillary Facilities by the Lender Parties under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, (i) the US Grantor has executed and delivered that certain Security Agreement dated July 7, 2006 made by the US Grantor and others to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") and (ii) the UK Grantor has executed and delivered that certain Debenture dated July 7, 2006 made by the UK Grantor and others to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Debenture**"). Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

WHEREAS, under the terms of the Security Agreement and the Debenture, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other applicable governmental authorities that allow for the recording of security interests over intellectual property.

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

Section 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor'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, together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (collectively, the "*Patents*");

(ii) the United States and foreign trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto (collectively, the "*Trademarks*");

(iii) the copyrights, associated United States and foreign copyright registrations and applications and copyright licenses set forth in Schedule C hereto (collectively, 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. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations (as defined in each of the Security Agreement and the Debenture). Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents and the Secured Hedge Agreements but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

Section 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

Section 4. Execution in Counterparts. This IP Security Agreement 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.

Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Debenture.

Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement and the Debenture, as applicable, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

Section 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Grantors have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

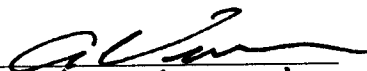
LUCITE INTERNATIONAL, INC.

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

Address for Notices:

7275 Goodlett Farms Parkway  
Cordova, TN 38016  
United States of America

LUCITE INTERNATIONAL UK LIMITED

By   
Name: **A. S. VEERMAN**  
Title: **DIRECTOR**

Address for Notices:

Queens Gate  
15-17 Queens Terrace  
Southampton  
Hampshire SO14 3BP  
United Kingdom

IN WITNESS WHEREOF, the Grantors have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

LUCITE INTERNATIONAL, INC.

By J. Jefferson Davis  
Name: J. JEFFERSON DAVIS  
Title: PRESIDENT

Address for Notices:

7275 Goodlett Farms Parkway  
Cordova, TN 38016  
United States of America

LUCITE INTERNATIONAL UK LIMITED

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

Address for Notices:

Queens Gate  
15-17 Queens Terrace  
Southampton  
Hampshire SO14 3BP  
United Kingdom

**Schedule A**  
**to the IP Security**  
**Agreement**

**PATENTS**

Country	Application Number	Patent Number	Application Date	Status	Applebox Reference	Owner
GB	00949774.4		8/4/2000	G	Y5819	Lucite International UK Limited
GB	0403592.9		2/18/2004	A	Y1910	Lucite International UK Limited
GB	92200060.9	EP0495548	1/10/1992	G	Y5402	Lucite International UK Limited (4)
GB	92200058.3	EP0495547	1/10/1992	G	Y5421	Lucite International UK Limited (4)
GB	609219.1	5/10/2006		P	Y4349	GROUP *
GB	0516556.8	8/12/2005		P	Y4350	GROUP *
GB	523402.6	11/17/2005		P	Y6798	GROUP *
GB	607436.3	4/13/2006		P	Y6823	GROUP *
GB	607494.2	4/13/2006		P	Y7801	GROUP *
PCT	PCT/GB2003/004679	WO 2004/050599	10/31/2003	P	Y1912	Lucite International UK Limited
PCT	PCT/GB2004/002859	WO 2005/003070	7/1/2004	P	Y3590	Lucite International UK Limited
SG	200200391-1	86496	8/2/2000	G	V812	Lucite International UK Limited
SG	200500321-5		8/4/2003	P	Y4858	Lucite International UK Limited
SG	PCT/GB2004/002859		7/1/2004	P	Y7057	Lucite International UK Limited
SG	200500325-6		8/6/2003	P	Y4872	Lucite International UK Limited
SG	45352	45352	1/10/1992	G	Y5427	Lucite International UK Limited (4)
SG	200500946-9		9/10/2003	P	Y4990	GROUP *
SG	2005-03193-5		10/31/2003	P	Y5641	GROUP *
UK	0221093.8		9/12/2002	A	W634	Lucite International UK Limited



Country	Application Number	Patent Number	Application Date	Status	Applebox Reference	Owner
UK	0309812.6		4/30/2003	A	X957	Lucite International UK Limited
UK	0228018.8		11/30/2002	A	W823	Lucite International UK Limited
UK	0316159.3		7/10/2003	A	Y770	Lucite International UK Limited
UK	0218613.8		8/10/2002	A	W258	Lucite International UK Limited
UK	0228018.8		11/30/2002	A	W823	Lucite International UK Limited
UK	315536.3		7/3/2003	A	Y693	Lucite International UK Limited
UK	317242.6		7/24/2003	A	Y1549	Lucite International UK Limited
UK	GB 0218613.8		8/10/2002	A	W258	Lucite International UK Limited
UK	GB 0228018.8		11/30/2002	A	W823	Lucite International UK Limited
UK	GB 0316159.3		7/10/2003	A	Y770	Lucite International UK Limited
UK	0411951.7		5/28/2004	A	Y1911	Lucite International UK Limited
US	10/048,595	6984668.00	8/2/2000	G	V814	Lucite International UK Limited
US	PCT/GB2004/002859		7/1/2004	P	Y7052	Lucite International UK Limited
US			9/10/2003	P	Y4993	GROUP *
US	10/524,034		8/4/2003	P	Y4853	GROUP *
US	10/536,801		10/31/2003	P	Y5636	GROUP *
US	PCT/GB2003/003419		8/6/2003	P	Y4862	GROUP *
WO	PCT/GB2003/003936		9/10/2003	P	Y1740	Lucite International UK Limited
WO	PCT/GB2003/003383	WO 2004/014834	8/4/2003	P	Y1501	Lucite International UK Limited
WO	PCT/GB2003/003419	WO 2004/014552	8/6/2003	P	Y1518	Lucite International UK Limited

<b>Country</b>	<b>Application Number</b>	<b>Patent Number</b>	<b>Application Date</b>	<b>Status</b>	<b>Applebox Reference</b>	<b>Owner</b>
WO	PCT/GB2005/000569		2/17/2005	P	Y5057	GROUP *
WO	PCT/GB2005/001911		5/18/2005	P	Y5436	GROUP *

**Schedule B**  
**to the IP Security**  
**Agreement**

**TRADEMARKS**

Trademark	Country	Application Number	Registration Number	Application Date	Status	Owner
LUCITE	CTM	2557569	002557569	31/01/02	REG	LUCITE INTERNATIONAL UK LIMITED
LUCITE	CTM	3368669	*	25/09/03	PEN	LUCITE INTERNATIONAL UK LIMITED
LUCITE	Singapore	T99/04555C		04/05/99	REG	LUCITE INTERNATIONAL UK LIMITED
LUCITE	Singapore	T99/04556A	T99/04556A	04/05/99	REG	LUCITE INTERNATIONAL UK LIMITED
LUCITE	Singapore	T99/04557Z	T99/04557Z	04/05/99	REG	LUCITE INTERNATIONAL UK LIMITED
LUCITE	Singapore	T04/16275A	*	29/09/04	PEN	LUCITE INTERNATIONAL INC
LUCITE	Singapore	T04/16273E	*	29/09/04	PEN	LUCITE INTERNATIONAL INC
LUCITE	Singapore	T04/16278F	T04/16278f	29/09/04	REG	LUCITE INTERNATIONAL INC
LUCITE	Singapore	T04/16279D	*	29/09/04	PEN	LUCITE INTERNATIONAL INC
LUCITE	Singapore	T04/16283B	*	29/09/04	PEN	LUCITE INTERNATIONAL INC
LUCITE	Singapore	T04/16284J	T04/16284J	29/09/04	REG	LUCITE INTERNATIONAL INC
LUCITE	Singapore	T04/16285I	T04/16285I	29/09/04	REG	LUCITE INTERNATIONAL INC
LUCITE	Singapore	T04/16286G	*	29/09/04	PEN	LUCITE INTERNATIONAL INC
LUCITE	Singapore	T04/16287E	*	29/09/04	PEN	LUCITE INTERNATIONAL INC
LUCITE	United Kingdom	847199		01/04/63	REG	LUCITE INTERNATIONAL INC

Trademark	Country	Application Number	Registration Number	Application Date	Status	Owner
LUCITE	United Kingdom	2115027	2115027	06/11/96	REG	LUCITE INTERNATIONAL INC
LUCITE	USA	71/392416	350093	07/05/37	REG	LUCITE INTERNATIONAL INC
LUCITE	USA	71/670548	611278	26/07/54	REG	LUCITE INTERNATIONAL INC
LUCITE	USA	78/333514	*	26/11/03	PEN	LUCITE INTERNATIONAL INC
LUCITE	USA	78/333520	*	26/11/03	PEN	LUCITE INTERNATIONAL INC
LUCITE	USA	78/333542	*	26/11/03	PEN	LUCITE INTERNATIONAL INC
LUCITE	USA	78/333552	*	26/11/03	PEN	LUCITE INTERNATIONAL INC
LUCITE	USA	78/333718	*	26/11/03	PEN	LUCITE INTERNATIONAL INC
LUCITE	USA	78/333725	*	26/11/03	PEN	LUCITE INTERNATIONAL INC
LUCITE	USA	73/077593	1047685	18/02/76	REG	LUCITE INTERNATIONAL INC
LUCITE	USA	78/333728	*	26/11/03	PEN	LUCITE INTERNATIONAL INC
LUCITE	USA	78/333741	*	26/11/03	PEN	LUCITE INTERNATIONAL INC
LUCITE	USA	78/333756	*	26/11/03	PEN	LUCITE INTERNATIONAL INC
LUCITE	USA	78/333764	-	26/11/03	ABD	LUCITE INTERNATIONAL INC
PERSPEX	CTM	1963776	1963776	20/11/00	REG	LUCITE INTERNATIONAL UK LIMITED
PERSPEX	Singapore		11576/49	13/08/49	REG	LUCITE INTERNATIONAL UK LIMITED
PERSPEX	United Kingdom		626612	03/12/43	REG	LUCITE INTERNATIONAL UK LIMITED

Trademark	Country	Application Number	Registration Number	Application Date	Status	Owner
PERSPEX	United Kingdom		575842	11/03/37	REG	LUCITE INTERNATIONAL UK LIMITED
PERSPEX	United Kingdom	645901	645901	15/03/46	REG	LUCITE INTERNATIONAL UK LIMITED
PERSPEX	United Kingdom		555687	16/11/34	REG	LUCITE INTERNATIONAL UK LIMITED
PERSPEX	USA		555324	06/06/50	REG	LUCITE INTERNATIONAL UK LIMITED
PERSPEX	USA	74/326437	1824403	29/10/92	REG	LUCITE INTERNATIONAL UK LIMITED

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None.