

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Lyondell Chemical Company		08/16/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank N.A., as administrative agent
<b>Street Address:</b>	270 Park Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	National Banking Association:

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	2973703	ARCTIC PLUS
Registration Number:	2520539	
Registration Number:	2861665	ETHACRYL
Registration Number:	2958099	EXPLORE & EXPERIMENT
Registration Number:	3046814	LYONDELL
Registration Number:	1471844	POLYMEG
Serial Number:	78295886	ARCTIC SHIELD
Serial Number:	78323978	IMPRESS

**CORRESPONDENCE DATA**

Fax Number: (202)756-9299  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 202-756-9292  
 Email: christine.wilson@thomson.com  
 Correspondent Name: Corporation Service Company  
 Address Line 1: 80 State Street

**CH \$215.00 2973703**

Address Line 2: 6th Floor  
Address Line 4: Albany, NEW YORK 12207

NAME OF SUBMITTER: Christine Wilson

Signature: /CHRISTINE WILSON/

Date: 09/05/2006

Total Attachments: 4  
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## TRADEMARK SECURITY AGREEMENT

### (Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, Lyondell Chemical Company, a Delaware corporation (herein referred to as the “**Pledgor**”) owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, the Pledgor, certain financial institutions (each, a “**Lender**” and collectively, the “**Lenders**”) and JPMorgan Chase Bank, N.A., as Administrative Agent (with its successors, the “**Administrative Agent**”), are parties to a Credit Agreement dated as of August 16, 2006 (as the same may be amended from time to time, the “**Credit Agreement**”); and

WHEREAS, pursuant to (i) a Security Agreement dated as of August 16 2006 (as amended and/or supplemented from time to time, the “**Security Agreement**”) among the Pledgor, the other Pledgors party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent for the Secured Parties (as defined therein), and (ii) certain other Collateral Documents (as defined in the Credit Agreement) (including this Trademark Security Agreement), the Pledgor has granted to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in personal property of the Pledgor, including all right, title and interest of the Pledgor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor, in order to secure the Secured Obligations (as defined in the Security Agreement) and the Additional Secured Obligations (as defined in the Security Agreement) in accordance with the terms thereof, grants to the Administrative Agent for the ratable benefit of the Secured Parties, a continuing security interest in all of the Pledgor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by the Pledgor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Security Agreement) to which the Pledgor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the

goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

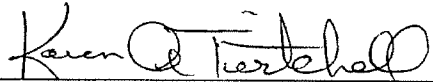
(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Pledgor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Pledgor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Pledgor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

The Pledgor irrevocably constitutes and appoints the Administrative Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Pledgor or in the Administrative Agent's name, from time to time, in the Administrative Agent's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Pledgor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

The foregoing security interest is granted in conjunction with the security interests granted by the Pledgor to the Administrative Agent pursuant to the Security Agreement. The Pledgor acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral 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.

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the \_\_\_\_ day of \_\_\_\_\_, 2006.

LYONDELL CHEMICAL COMPANY

By:   
Name: Karen A. Twitchell  
Title: Vice President and Treasurer

Acknowledged:

JPMorgan Chase Bank, N.A.,  
as Administrative Agent

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

*Signature Page to Trademark Security Agreement*

Schedule 1  
to Trademark  
Security Agreement

LYONDELL CHEMICAL COMPANY

U.S. TRADEMARK REGISTRATIONS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
Arctic Plus	2,973,703	07/19/2005
Cube	2,520,539	12/18/2001
Ethacryl	2,861,665	07/06/2004
Explore and Experiment	2,958,099	05/31/2005
Lyondell	3,046,814	01/17/2006
Polymeg	1,471,844	01/12/1988

U.S. TRADEMARK APPLICATIONS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
Arctic Shield	78/295,886	09/04/2003
Impress	78/323,978	11/06/2003

U.S. TRADEMARK LICENSES

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
n/a	n/a	n/a