

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lyondell-Citgo Refining LP		08/16/2006	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank N.A., as administrative agent		
Street Address:	270 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2154250	AQUAMARINE	
Registration Number:	1797191	DUOPRIME	
Registration Number:	1779448	DUOPAC	
Registration Number:	1544129	TUFFLO	
Registration Number:	0225461	CRYSTEX	
Serial Number:	78831111	IDEAL	
CORRESPONDENCE DATA			
Fax Number:	(202)756-9299		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	202-756-9292		
Email:	christine.wilson@thomson.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	80 State Street		
Address Line 2:	6th Floor		
Address Line 4:	Albany, NEW YORK 12207		

TRADEMARK

900057189

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CH \$165.00 2154250

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	09/05/2006
Total Attachments: 4 source=lyondell-citgo - jpmorgan 6 tm#page2.tif source=lyondell-citgo - jpmorgan 6 tm#page3.tif source=lyondell-citgo - jpmorgan 6 tm#page4.tif source=lyondell-citgo - jpmorgan 6 tm#page5.tif	

TRADEMARK SECURITY AGREEMENT

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

WHEREAS, LYONDELL-CITGO Refining LP, a Delaware limited partnership (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 (the “**Credit Agreement**”), as may be amended from time to time; 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 its Secured Guarantee (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.

By: _____

Name: William F. Thompson

Title: President and General Manager

Acknowledged:

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

By: _____

Name:

Title:

Signature Page to Trademark Security Agreement

TRADEMARK
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**Schedule 1
to Trademark
Security Agreement**

LYONDELL-CITGO REFINING LP

U.S. TRADEMARK REGISTRATIONS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
Aquamarine	2,154,250	04/28/1998
Duoprime	1,797,191	10/05/1993
Duopac	1,779,448	06/29/1993
Tufflo	1,544,129	06/20/1989
Crystex	225,461	03/22/27

U.S. TRADEMARK APPLICATIONS

<u>TRADEMARK</u>	<u>APP. NO.</u>	<u>REG. DATE</u>
Ideal (word mark)	78/831.111	03/07/2006

U.S. TRADEMARK LICENSES

None