

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NOVA Chemicals (CANADA) Limited		10/01/2007	COMPANY: CANADA
RECEIVING PARTY DATA			
Name:	INEOS NOVA LLC		
Street Address:	25846 S.W. Frontage Road		
City:	Channahon		
State/Country:	ILLINOIS		
Postal Code:	60410		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1449140	ZYLAR	
CORRESPONDENCE DATA			
Fax Number:	(415)773-5759		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415-773-5700		
Email:	lpartmann@orrick.com, vpearcy@orrick.com		
Correspondent Name:	Virginia Pearcy		
Address Line 1:	The Orrick Building, 405 Howard Street		
Address Line 2:	Orrick, Herrington & Sutcliffe LLP		
Address Line 4:	San Francisco, CALIFORNIA 94105-2669		
ATTORNEY DOCKET NUMBER:	1005-111/1640		
NAME OF SUBMITTER:	Virginia Pearcy		
Signature:	/Virginia Pearcy/		

CH \$40.00 1449140

Date:

10/09/2007

Total Attachments: 3

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ASSIGNMENT OF TRADEMARK RIGHTS

This Trademark Agreement is made as of October 1, 2007 (the "**Effective Date**"). **NOVA Chemicals (Canada) Limited**, a company incorporated in Canada, whose registered office is at 785 Petrolia Line, Corunna ON N0N 1G0 (herein referred to as "**Assignor**") owns the entire right, title and interest in and to the marks listed in Schedule A, and the registrations and applications therefore (all of the forgoing collectively referred to hereinafter as the "**Marks**"), together with the goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks.

WHEREAS, **INEOS NOVA LLC**, a Delaware limited liability company, with its principal offices at 25846 S.W. Frontage Road, Channahon, Illinois 60410, (herein referred to as "**Assignee**"), is desirous of acquiring the entire right, title, and interest in and to the Marks, together with the goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks;

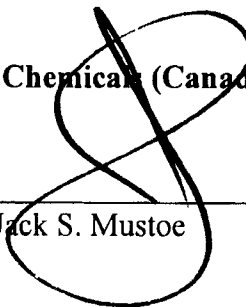
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the Assignor does hereby assign and transfer unto Assignee, and its successors and assigns, all right, title and interest in and to the Marks, together with the goodwill of the business in connection with which the Marks are used and which are symbolized by the Marks, including the right to recover damages and profits for past infringements thereof, all rights as opponents in any opposition or cancellation proceeding and all rights in every jurisdiction;

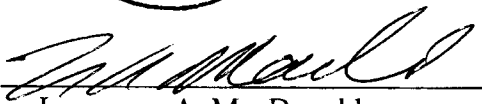
AND the Assignor hereby requests that any and all aforementioned Marks be issued to the Assignee, as the Assignee of the Marks to be issued thereon for the sole use and benefit of the Assignee, its successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed.

NOVA Chemical (Canada) Limited

By: 
Name: Jack S. Mustoe
Title:

By: 
Name: Lawrence A. MacDonald
Title:

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARK RIGHTS]

TRADEMARK
REEL: 003636 FRAME: 0447

Schedule A

All registered and unregistered rights in the following marks in all countries other than Albania, Algeria, Andorra, Austria, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Libya, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Morocco, the Netherlands, Norway, Poland, Portugal, Romania, Russia, Serbia-Montenegro, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey, the Ukraine and the United Kingdom, including but not limited to the registrations in the table below:

ZYLAR

COUNTRY	REGISTRATION DATE	REGISTRATION NUMBER	CLASS/WARES/SERVICES	OUTSIDE COUNSEL	RENEWAL DUE
AUSTRALIA	03/14/91	551989	International Class 1 - Unprocessed synthetic resins in the form of pellets for use in the plastics industry in extrusion, injection and compression molding applications for the manufacture of clear plastic products	Griffith Hack	03/14/2008
CANADA	03/25/94	TMA425,456	Synthetic resins	INTERNAL - TROTT	03/25/2009
JAPAN	03/31/93	2514898	International Class 1 - Unprocessed plastics	Asamura Patent Office	03/31/2013
NORWAY	09/26/91	147054	International Class 1 - raw synthetic resins	Bryns Patentkontor A/S	09/26/2011
TAIWAN	02/01/91	513445	Local Class 62 - Unprocessed synthetic resins	Lee & Li	01/31/2011
USA	07/28/87	1,449,140	International Class 1 - Synthetic resins for use in the manufacture of plastic molding compounds for use in plastic thermo-forming and extrusion operations and the manufacture of molded plastic articles, sheets and films in International Class 1	Sheridan Ross	07/28/2017

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