TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lyondell Chemical Company		03/03/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Citibank, N.A.
Street Address:	390 Greenwich Street
Internal Address:	1st Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3400194	ARCTIC SHIELD
Registration Number:	2973703	ARCTIC PLUS
Registration Number:	2958099	EXPLORE & EXPERIMENT
Registration Number:	3046814	LYONDELL
Registration Number:	1471844	POLYMEG
Registration Number:	2520539	

CORRESPONDENCE DATA

Fax Number: (202)408-3141

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 800-927-9801 x2348 Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 2: Attn: Jean Paterson

TRADEMARK

REEL: 003967 FRAME: 0899

900131450

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	948929-45	
NAME OF SUBMITTER:	Jean Paterson	
Signature:	/Jean Paterson/	
Date:	04/09/2009	
Total Attachments: 6 source=4-9-09 Lyondell 45#page1.tif source=4-9-09 Lyondell 45#page2.tif source=4-9-09 Lyondell 45#page3.tif source=4-9-09 Lyondell 45#page4.tif source=4-9-09 Lyondell 45#page5.tif source=4-9-09 Lyondell 45#page6.tif		

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Print Form

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY			
To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.			
1. Name of conveying party(ies): Lyondell Chemical Company	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? X No		
1	Name:Citibank, N.A.		
☐ Individual(s) ☐ Association ☐ General Partnership ☐ Limited Partnership	Internal Address: Street Address: 390 Greenwich Street, 1st Floor		
X Corporation- State: Delaware	City: New York		
Other	State: New York Country: USA Zip: 10013		
Citizenship (see guidelines)	i e		
Additional names of conveying parties attached? Yes O No			
3. Nature of conveyance)/Execution Date(s):	General Partnership Citizenship Limited Partnership Citizenship		
Execution Date(s) March 03, 2009	Corporation Citizenship		
Assignment Merger	X Other Bank Citizenship		
X Security Agreement ☐ Change of Name ☐ Other	If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment)		
4. Application number(s) or registration number(s) and			
A. Trademark Application No.(s) See Attached	B. Trademark Registration No.(s) See Attached		
	Additional sheel(s) attached? X Yes No		
C Identification or Description of Trademark(s) (and Filing	Date if Application of Registration Number is unknowny.		
5. Name & address of party to whom correspondence concerning document should be mailed: Name: Luis Rodgriguez	6. Total number of applications and registrations involved:		
Internal Address: Corporation Service Company	7. Total fee (37 CFR 2 6(b)(6) & 3.41) \$		
Street Address: 1133 Avenue of the Americas	Authorized to be charged by credit card Authorized to be charged to deposit account Enclosed		
City: New York	8. Payment Information:		
State: New York Zip: 10036	a Credit Card Last 4 Numbers		
Phone Number: 212-768-4260 ext 2022	Expiration Date		
Fay Number:	b. Deposit Account Number		
Email Address: Irodrig1@cscinfo.com	Authorized User Name		
9. Signature:	415/09		
Signature Luis Rodriguez	Date Total number of pages including cover 6		
Name of Person Signing	sheet, attachments, and document;		

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mali Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

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

March 3, 2009

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

WHEREAS, LYONDELL CHEMICAL COMPANY, a Delaware corporation, as a Borrower and as Borrowers' Agent; EQUISTAR CHEMICALS, LP, a Delaware limited partnership, HOUSTON REFINING LP, a Delaware limited partnership, BASELL USA INC., a Delaware corporation and MILLENNIUM CHEMICALS INC., a Delaware corporation, and MILLENNIUM PETROCHEMICALS INC., a Virginia corporation, each as a Borrower (collectively, the "Borrowers"), the other US Guarantors party thereto, Citibank, N.A. as Administrative Agent and Collateral Agent, Citibank, N.A. as Fronting Bank and the other agents and parties thereto have entered into that Debtor-In-Possession Credit Agreement dated as of March 3, 2009 (as amended from time to time, the "Credit Agreement"); and

WHEREAS, pursuant to (i) a Guarantee and Security Agreement dated as of March 3, 2009 (as amended and/or supplemented from time to time, the "Security Agreement") among the Borrowers, the US Guarantors party thereto and Citibank, N.A. as Administrative Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "Grantee"), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor has secured certain of its obligations and guaranteed certain obligations of the other Borrowers and secured such guarantee (the "Secured Obligations") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor 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 Grantor hereby pledges and grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Grantor'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 hereafter acquired:

- (xiii) each Trademark owned by the Grantor, including, without limitation, each Trademark registration or application identified in Schedule 1 hereto;
- (xiv) each Trademark License to which the Grantor is a party; and
- (xv) all Grantor's claims for, and rights to sue for, past, present or future infringements of any Trademark (including, without limitation, any Trademark owned by the Grantor and identified in Schedule 1), and all income, royalties, damages and payments now or hereafter due or payable with respect to any such Trademark, including damages and payments for past, present or future infringements thereof, and all rights and benefits of the Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1).

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee 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 their entireties.

Unless otherwise defined herein or the context otherwise requires, terms used in this agreement have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

In the event of any inconsistency between the terms or conditions of this Trademark Security Agreement and the terms and conditions of the Security Agreement or Credit Agreement, the terms and conditions of the Security Agreement or Credit Agreement, as applicable, shall control.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the day first above written.

LYONDELL CHEMICAL COMPANY

[SIGNATURE PAGE TO TRADEMARK SECURITY GRANT (ABL)]

Acknowledged:

CITIBANK, N.A.,

as Administrative Agent

By:

Name:

itle: Director/Vice Presider

[SIGNATURE PAGE TO TRADEMARK SECURITY GRANT (ABL)]

Schedule 1 to Trademark Security Agreement

LYONDELL CHEMICAL COMPANY

TRADEMARK REGISTRATIONS

Registration No.	Trademark	
3400194	ARCTIC SHIELD	
2973703	ARCTIC PLUS	
2958099	EXPLORE & EXPERIMENT	
3046814	LYONDELI.	
1471844	POLYMEG	
2520539	Cube Design	

TRADEMARK REEL: 003967 FRAME: 0906

RECORDED: 04/09/2009