

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
Equistar Chemicals, LP		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: 16

Property Type	Number	Word Mark
Registration Number:	3399585	STARFLEX
Registration Number:	0543580	ALATHON
Registration Number:	2278210	EQUISTAR
Registration Number:	2352343	EQUISTAR
Registration Number:	1241723	FILMEX
Registration Number:	0391698	FILMEX
Registration Number:	2091638	FLEXATHENE
Registration Number:	2946794	INTEGRATE
Registration Number:	1902244	ISOMPLUS
Registration Number:	0715595	MICROTHENE
Registration Number:	0718049	PETROTHENE
Registration Number:	0611277	PETROTHENE
Registration Number:	1413868	PLEXAR

CH \$415.00 3399585

Registration Number:	1001381	PUNCTILIOUS
Registration Number:	0783813	ULTRATHENE
Registration Number:	0764486	"ULTRATHENE"

CORRESPONDENCE DATA

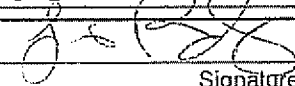
Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 2: Attn: Jean Paterson
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	948929-40
NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	04/09/2009

Total Attachments: 6
source=4-9-09 Equistar 40#page1.tif
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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

<p>1. Name of conveying party(ies): Equistar Chemicals, LP</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>Delaware</u> <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) _____</p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No</p> <p>Name: <u>Citibank, N.A.</u> Internal Address: _____ Address: _____ Street Address: <u>390 Greenwich Street, 1st Floor</u> City: <u>New York</u> State: <u>New York</u> Country: <u>USA</u> Zip: <u>10013</u></p> <p><input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input checked="" type="checkbox"/> Other <u>Bank</u> Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>3. Nature of conveyance /Execution Date(s) : Execution Date(s) <u>March 03, 2009</u></p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p>	<p>4. Application number(s) or registration number(s) and identification or description of the Trademark.</p> <p>A. Trademark Application No. (s) <u>See Attached</u></p> <p>B. Trademark Registration No. (s) <u>See Attached</u></p> <p style="text-align: right;">Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</p>
<p>5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>Luis Rodriguez</u> Internal Address: <u>Corporation Service Company</u> Street Address: <u>1133 Avenue of the Americas</u> <u># 948929-40</u> City: <u>New York</u> State: <u>New York</u> Zip: <u>10036</u> Phone Number: <u>212-768-4260 ext 2022</u> Fax Number: _____ Email Address: <u>lrodrig1@cscinfo.com</u></p>	<p>6. Total number of applications and registrations involved: 16</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____</p> <p><input type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Enclosed</p> <p>8. Payment Information:</p> <p>a. Credit Card Last 4 Numbers _____ Expiration Date _____</p> <p>b. Deposit Account Number _____ Authorized User Name _____</p>
<p>9. Signature:  _____ Signature</p> <p><u>Luis Rodriguez</u> _____ Name of Person Signing</p>	<p style="text-align: right;">Date: <u>4/3/09</u></p> <p>Total number of pages including cover sheet, attachments, and document: 6</p>

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail 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, Equistar Chemicals, LP, a Delaware limited partnership (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, BASSELL 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:

- (vii) each Trademark owned by the Grantor, including, without limitation, each Trademark registration or application identified in Schedule 1 hereto;
- (viii) each Trademark License to which the Grantor is a party; and
- (ix) 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.

EQUISTAR CHEMICALS, LP

By: 
Name: Alan Bigman
Title: Authorized Person

[SIGNATURE PAGE TO TRADEMARK SECURITY GRANT (ABL)]

TRADEMARK
REEL: 003967 FRAME: 0926

Acknowledged:

CITIBANK, N.A.,
as Administrative Agent

By: 
Name: _____
Title: **DAVID DAFFE**
Director/Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY GRANT (ABI)]

EQUISTAR CHEMICALS, LP

TRADEMARK APPLICATIONS AND REGISTRATIONS

<u>Registration No.</u>	<u>Trademark</u>
3399585	STARFLEX
0543580	ALATHON
2278210	EQUISTAR
2352343	EQUISTAR
1241723	FILMEX
0391698	FILMEX
2091638	FLEXATHENE
2946794	INTEGRATE
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0718049	PETROTHENE
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