

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
INEOS FLOUR HOLDINGS LIMITED		04/30/2009	COMPANY: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BARCLAYS BANK PLC		
<b>Street Address:</b>	1 CHURCHILL PLACE		
<b>City:</b>	LONDON		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	E14 5HP		
<b>Entity Type:</b>	PUBLIC LIMITED COMPANY: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1183340	ARCTON	
Registration Number:	1693842	KLEA	
Registration Number:	1842582		
Registration Number:	2864848	XENTIA	
Registration Number:	3005267	ZEPHEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(816)412-9393		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(816) 842-8600		
<b>Email:</b>	TRADEMARK@STINSON.COM		
<b>Correspondent Name:</b>	PENNY R. SLICER		
<b>Address Line 1:</b>	1201 WALNUT, SUITE 2900		
<b>Address Line 2:</b>	STINSON TRADEMARK ADMINISTRATOR		
<b>Address Line 4:</b>	KANSAS CITY, MISSOURI 64106-2150		

**CH \$140.00 1183340**

ATTORNEY DOCKET NUMBER:	803912-0001
DOMESTIC REPRESENTATIVE	
Name:	
Address Line 1:	
Address Line 2:	
Address Line 3:	
Address Line 4:	
NAME OF SUBMITTER:	PENNY R. SLICER
Signature:	/PRS/
Date:	06/04/2009
<p><b>Total Attachments: 10</b></p> <p>source=Security Agreement from Ineos Flour Holdings Limited to Barclays Bank PLC#page1.tif  source=Security Agreement from Ineos Flour Holdings Limited to Barclays Bank PLC#page2.tif  source=Security Agreement from Ineos Flour Holdings Limited to Barclays Bank PLC#page3.tif  source=Security Agreement from Ineos Flour Holdings Limited to Barclays Bank PLC#page4.tif  source=Security Agreement from Ineos Flour Holdings Limited to Barclays Bank PLC#page5.tif  source=Security Agreement from Ineos Flour Holdings Limited to Barclays Bank PLC#page6.tif  source=Security Agreement from Ineos Flour Holdings Limited to Barclays Bank PLC#page7.tif  source=Security Agreement from Ineos Flour Holdings Limited to Barclays Bank PLC#page8.tif  source=Security Agreement from Ineos Flour Holdings Limited to Barclays Bank PLC#page9.tif  source=Security Agreement from Ineos Flour Holdings Limited to Barclays Bank PLC#page10.tif</p>	

**SECURITY AGREEMENT**  
**Ineos Fluor Holdings Limited**

April 23, 2009

## SECURITY AGREEMENT SUPPLEMENT

Barclays Bank PLC, as the Security Agent for  
the Secured Parties referred to in the  
Security Agreement referred to below

Ladies and Gentlemen:

Reference is made to (i) the Senior Credit Facilities dated as of December 14, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Senior Credit Facilities*"), between, among others, Ineos Group Limited, Ineos Holdings Limited (the "*Principal Obligor*"), certain subsidiaries of the Principal Obligor (including the undersigned), as borrowers and guarantors, Barclays Capital, Merrill Lynch International, Morgan Stanley Bank International Limited as joint mandated lead arrangers and joint bookrunners, the Lenders (as defined therein) and Barclays Bank PLC, as Security Agent (together with any successor Security Agent appointed pursuant to Clause 22 of the Intercreditor Deed, the "*Security Agent*") and (ii) the Security Agreement dated December 16, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*") made by the Grantors from time to time party thereto in favor of the Security Agent for the Secured Parties. Terms defined in the Senior Credit Facilities or the Security Agreement and not otherwise defined herein are used herein as defined in the Senior Credit Facilities or the Security Agreement, as applicable.

SECTION 1. Grant of Security. The undersigned hereby grants to the Security Agent, for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in and to the following, in each case whether now owned or hereafter acquired by the undersigned, wherever located and whether now or hereafter existing or arising, other than Excluded Property (collectively, the undersigned's "*Collateral*"):

- (i) the patents and patent applications set forth in Schedule I hereto (the "*Patents*");
- (ii) the trademark and service mark registrations and applications set forth in Schedule II hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");
- (iii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the undersigned accruing thereunder or pertaining thereto;
- (iv) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with

respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by the undersigned under this Security Agreement Supplement and the Security Agreement secures the payment of the Secured Obligations. Without limiting the generality of the foregoing, this Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and would be owed by such Grantor to any Secured Party under the Finance Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor.

SECTION 3. Representations and Warranties. (a) As at the date hereof, the undersigned's exact legal name, type of organization, jurisdiction of organization and organizational identification number is set forth in Schedule III hereto; and the undersigned has no trade names other than as listed on Schedule III hereto. Within the five years preceding the date hereof, the undersigned has not changed its name, type of organization, jurisdiction of organization or organizational identification number from those set forth in Schedule III hereto except as set forth in Schedule IV hereto.

(b) The undersigned hereby makes each other representation and warranty set forth in Sections 6(b), 6(k), 6(l) and 6(m) of the Security Agreement with respect to itself and the Collateral granted by it.


SECTION 4. Intellectual Property Collateral. Notwithstanding any provision of the Security Agreement, the undersigned's compliance with each undertaking in the Security Agreement relating to the Collateral is subject to the Security Principles as set out in Schedule 14 of the Senior Credit Facilities.

SECTION 5. Obligations Under the Security Agreement. The undersigned hereby agrees, as of the date first above written, to be bound as a Grantor by all of the terms and provisions of the Security Agreement to the same extent as each of the other Grantors. The undersigned further agrees, as of the date first above written, that each reference in the Security Agreement to an "Additional Grantor" or a "Grantor" shall also mean and be a reference to the undersigned, that each reference to the "Collateral" or any part thereof shall also mean and be a reference to the undersigned's Collateral or part thereof, as the case may be, and that each reference in the Security Agreement to a Schedule shall also mean and be a reference to the schedules attached hereto.

SECTION 6. Governing Law. This Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

Very truly yours,

INEOS FLUOR HOLDINGS LIMITED

By   
Name: ROGER BELL  
Title: DIRECTOR

Address for Notices:

Brock Cottage, Chapel Lane, Lyndhurst  
Hampshire SO43 7FG, UK

Facsimile: + 44 2380 287147

Attention: Steve Lee, Intellectual Assets  
Manager

Email: [stephen.lee@ineos.com](mailto:stephen.lee@ineos.com)

**Schedule I to the  
Security Agreement Supplement**

**PATENTS**

**I. United States Registered Patents**

<b>Grantor</b>	<b>Nature of Interest (e.g. owner, licensee)</b>	<b>Patent or Application Number</b>	<b>Expiry Date</b>	<b>Country of Issue</b>
INEOS Fluor Holdings Limited	Owner	6403524	September 4, 2017	United States
INEOS Fluor Holdings Limited	Owner	6107529	July 6, 2013	United States
INEOS Fluor Holdings Limited	Owner	5281568	January 21, 2012	United States
INEOS Fluor Holdings Limited	Owner	5243107	March 29, 2011	United States
INEOS Fluor Holdings Limited	Owner	5211020	July 2, 2011	United States
INEOS Fluor Holdings Limited	Owner	5741748	April 21, 2015	United States
INEOS Fluor Holdings Limited	Owner	5227350	July 17, 2012	United States
INEOS Fluor Holdings Limited	Owner	5288930	July 27, 2012	United States
INEOS Fluor Holdings Limited	Owner	5243105	December 11, 2011	United States
INEOS Fluor Holdings Limited	Owner	7084315	May 2, 2021	United States
INEOS Fluor Holdings Limited	Owner	7186869	March 28, 2022	United States
INEOS Fluor Holdings Limited	Owner	10/546336	February 19, 2024	United States
INEOS Fluor Holdings Limited	Owner	6495060	August 18, 2017	United States
INEOS Fluor Holdings Limited	Owner	6117356	May 5, 2019	United States
INEOS Fluor Holdings Limited	Owner	5763707	June 9, 2015	United States
INEOS Fluor Holdings Limited	Owner	5928479	March 27, 2015	United States

Grantor	Nature of Interest (e.g. owner, licensee)	Patent or Application Number	Expiry Date	Country of Issue
INEOS Fluor Holdings Limited	Owner	5962753	August 8, 2015	United States
INEOS Fluor Holdings Limited	Owner	5898088	December 7, 2014	United States
INEOS Fluor Holdings Limited	Owner	10/362905	September 3, 2021	United States
INEOS Fluor Holdings Limited	Owner	6340781	July 20, 2013	United States
INEOS Fluor Holdings Limited	Owner	11/887972	April 8, 2026	United States
INEOS Fluor Holdings Limited	Owner	12/087565	December 18, 2026	United States
INEOS Fluor Holdings Limited	Owner	12/086566	December 18, 2026	United States
INEOS Fluor Holdings Limited	Owner	12/086579	December 18, 2026	United States
INEOS Fluor Holdings Limited	Owner	12/086576	December 18, 2026	United States
INEOS Fluor Holdings Limited	Owner	12/287880	October 13, 2028	United States
INEOS Fluor Holdings Limited	Owner	10/549357	March 19, 2024	United States
INEOS Fluor Holdings Limited	Owner	12/297024	April 19, 2027	United States
INEOS Fluor Holdings Limited	Owner	5744658	March 29, 2011	United States
INEOS Fluor Holdings Limited	Owner	5449656	January 21, 2012	United States
INEOS Fluor Holdings Limited	Owner	5382722	March 29, 2011	United States
INEOS Fluor Holdings Limited	Owner	5395996	March 29, 2011	United States
INEOS Fluor Holdings Limited	Owner	6127586	December 7, 2014	United States
INEOS Fluor Holdings Limited	Owner	5623092	January 21, 2012	United States



Grantor	Nature of Interest (e.g. owner, licensee)	Patent or Application Number	Expiry Date	Country of Issue
INEOS Fluor Holdings Limited	Owner	5559276	March 29, 2011	United States
INEOS Fluor Holdings Limited	Owner	5902913	June 8, 2013	United States

Schedule II to the  
Security Agreement Supplement

## TRADEMARKS

## I. United States Registered Trademarks

Grantor	Nature of Interest (e.g. owner, licensee)	Registered Trademark	Reg. No.	Date Registered	TMID	Country of Registration
INEOS Fluor Holdings Limited	Owner	ARCTON	1183340	December 29, 1981	T33456US	United States
INEOS Fluor Holdings Limited	Owner	KLEA	1693842	June 16, 1992	T33810US	United States
INEOS Fluor Holdings Limited	Owner	KLEA LOGO	1842582	July 5, 1994	T33739US	United States
INEOS Fluor Holdings Limited	Owner	XENTIA	2864848	July 20, 2004	T42230US	United States
INEOS Fluor Holdings Limited	Owner	ZEPHEX	3005267	October 11, 2005	T35079US	United States

Schedule III to the  
Security Agreement Supplement

**TYPE OF ORGANIZATION, JURISDICTION OF ORGANIZATION AND  
ORGANIZATIONAL IDENTIFICATION NUMBER**

Grantor	Type of Organization	Jurisdiction of Organization	Organizational I.D. Number
INEOS Fluor Holdings Limited	Limited Liability Company	England and Wales	4049690

**Schedule IV to the  
Security Agreement Supplement**

**CHANGE IN NAME, TYPE OF ORGANIZATIONS, ETC.**

None.