

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
Constar International Inc.		05/29/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Citicorp USA, Inc.
Street Address:	390 Greenwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2819157	C
Registration Number:	1840582	CONSTAR
Registration Number:	2630100	CONSTAR
Registration Number:	3326327	DIAMOND CLEAR
Registration Number:	3401510	DIAMONDCLEAR
Registration Number:	3133417	MONOXBAR
Registration Number:	3145994	MONOXBAR FROM CONSTAR
Registration Number:	2840563	OXBAR
Registration Number:	2339116	STARSHIELD
Registration Number:	2360785	STARSHIELD
Serial Number:	77505399	VCT
Serial Number:	77505410	CONSTRUCT

CORRESPONDENCE DATA

CH \$315.00 2819157

Fax Number: (212)310-8007
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: tanya.forde-chandler@weil.com
Correspondent Name: Tanya Forde-Chandler
Address Line 1: Weil Gotshal & Manges LLP
Address Line 2: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	35899-0219 T. FORDE-CHAND
NAME OF SUBMITTER:	Tanya Forde-Chandler
Signature:	/Tanya Forde-Chandler/
Date:	06/09/2009

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 29, 2009, by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Citicorp USA, Inc. ("Citi"), as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "Administrative Agent").

Witnesseth:

WHEREAS, pursuant to the Senior Secured Super-Priority Debtor In Possession and Exit Credit Agreement, dated as of December 31, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among CONSTAR INTERNATIONAL INC. (the "Borrower"), the Lenders and Issuers party thereto and the Administrative Agent, the Lenders and the Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein and the Grantors other than the Borrower have guaranteed the Obligations; and

WHEREAS, all the Grantors are party to a Amendment and Restatement of Security Interest of even date herewith in favor of the Administrative Agent (the "Amendment and Restatement of Security Interest") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Amendment and Restatement of Security Interest and used herein have the meaning given to them in the Credit Agreement or the Amendment and Restatement of Security Interest.

Section 2. Grant of Security Interest in Trademark Collateral

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Section 3. Credit Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Credit Agreement, and reaffirmed by the Amendment and Restatement of Security Interest, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Amendment and Restatement of Security Interest, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

CONSTAR INTERNATIONAL INC.,
as Grantor

By: 

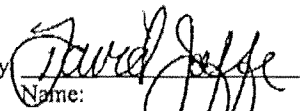
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004001 FRAME: 0300

ACCEPTED AND AGREED
as of the date first above written:

CITICORP USA, INC.,
as Administrative Agent

By 
Name:
Title: DAVID JAFFE
Director/Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**Schedule I
to
Trademark Security Agreement**

A. REGISTERED TRADEMARKS

Country/Jurisdiction	TM Name	App. No.	App. Date	Reg. No.	Reg. Date
United States	C & STAR DESIGN	76/477,070	12/19/2002	2819157	3/2/2004
United States	CONSTAR	74/427,235	8/23/1993	1840582	6/21/1994
United States	CONSTAR & DESIGN	76/114,291	8/22/2000	2630100	10/8/2002
United States	DIAMONDCLEAR	78/654,402	6/20/2005	3326327	3/3/2008
United States	DIAMONDCLEAR	77/237,908	7/25/2007	3401510	3/25/2008
United States	MONOXBAR	76/512,231	10/27/2005	3133417	8/26/2006
United States	MONOXBAR & DESIGN	76/598,560	6/21/2004	3145994	9/19/2006
United States	OXBAR	75/983,442	8/6/1999	2840563	5/11/2004
United States	STARSHIELD	75/418,545	1/15/1998	2339116	4/4/2000
United States	STARSHIELD	75/545,429	9/1/1998	2360785	6/20/2000

B. TRADEMARK APPLICATIONS

Country/Jurisdiction	TM Name	App. No.	App. Date	Reg. No.	Reg. Date
United States	VCT	77/505,399	6/23/2008		
United States	CONSTRUCT	77/505,410	6/23/2008		

C. TRADEMARK LICENSES

NONE

[SCHEDULE I TO TRADEMARK SECURITY AGREEMENT]