

**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>
Sabic Innovative Plastics IP B.V.		06/16/2009	CORPORATION: NETHERLANDS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citibank, N.A. as Collateral Agent		
<b>Street Address:</b>	388 Greenwich Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10013		
<b>Entity Type:</b>	N.A.: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77428112	ECO NOW	
<b>Serial Number:</b>	77584225	ECO-SHAPES	
<b>Serial Number:</b>	77604725	FIBERCOMP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202-4083121 x 2348		
<b>Email:</b>	tnuckolls@cscinfo.com		
<b>Correspondent Name:</b>	Jean Paterson		
<b>Address Line 1:</b>	1090 Vermont Avenue, NW		
<b>Address Line 2:</b>	Suite 430		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	039316-5-10		
<b>NAME OF SUBMITTER:</b>	Jean Paterson		

**CH \$90.00 77428112**

Signature:	/Jean Paterson/
Date:	06/17/2009
<b>Total Attachments: 7</b> source=6-17-09 Sabic Innovative Plastics-TM#page1.tif source=6-17-09 Sabic Innovative Plastics-TM#page2.tif source=6-17-09 Sabic Innovative Plastics-TM#page3.tif source=6-17-09 Sabic Innovative Plastics-TM#page4.tif source=6-17-09 Sabic Innovative Plastics-TM#page5.tif source=6-17-09 Sabic Innovative Plastics-TM#page6.tif source=6-17-09 Sabic Innovative Plastics-TM#page7.tif	

## TRADEMARK SECURITY AGREEMENT SUPPLEMENT

TRADEMARK SECURITY AGREEMENT SUPPLEMENT, dated as of June 16, 2009 (the "Trademark Security Agreement Supplement"), among SABIC Innovative Plastics IP B.V. (the "Grantor"), in favor of CITIBANK, N.A., in its capacity as Collateral Agent under (1) the U.S. ABL Security Agreement (in such capacity the "ABL Collateral Agent") dated as of August 31, 2007 and (2) the U.S. Term Loan Security Agreement (in such capacity the "Term Loan Collateral Agent" and with the ABL Collateral Agent, the "Collateral Agents") dated as of August 31, 2007 (the U.S. ABL Security Agreement and the U.S. Term Loan Security Agreement together, the "Collateral Agreements").

WHEREAS, reference is made to that certain Intercreditor Agreement dated as of August 31, 2007 (the "Intercreditor Agreement"), and entered into by and between the ABL Collateral Agent and the Term Loan Collateral Agent;

WHEREAS, pursuant to the ABL Credit Agreement, dated August 31, 2007 and the Term Loan Credit Agreement, dated August 29, 2007, as applicable (ABL Credit Agreement and Term Loan Credit Agreement together the "Credit Agreements") and that certain Intellectual Property Security and Sub-Agent Appointment Agreement, dated March 7, 2008 and effective as of August 31, 2007 (the "IP Security Agreement"; capitalized terms used but not defined herein having the meanings assigned to such terms in the IP Security Agreement, Credit Agreements and Collateral Agreements), the Grantor granted to the Collateral Agents a security interest in and to all of Grantor's right, title and interest in and to the Collateral; and

WHEREAS, under the terms of the Credit Agreements and the Collateral Agreements, the Grantor has granted to the Collateral Agents, for the ratable benefit of the Secured Parties, a security interest in the Additional Trademarks (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this Trademark Security Agreement Supplement for recording with the U.S. Patent and Trademark Office and other governmental authorities.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor agrees, for the benefit of the Collateral Agents and the Secured Parties, as follows:

SECTION 1. Grant of Security Interest. The Grantor hereby grants unto the Collateral Agents a security interest in all right, title and interest of the Grantor, in or to the trademark and service mark registrations and applications set forth on Schedule A hereto (except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) and 1(d) of the Lanham Act has been filed, to the extent that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act), together with the goodwill symbolized thereby ("Additional Trademarks").

SECTION 2. Recordation. The Grantor authorizes and requests that the United States Commissioner for Trademarks and any other applicable officer in any successor office or any similar office in any other country record this Trademark Security Agreement Supplement, if applicable, in accordance with the Credit Agreements.

SECTION 3. Execution in Counterparts. This Trademark Security Agreement Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Grants, Rights and Remedies. This Trademark Security Agreement Supplement has been entered into conjunction with the provisions of the Collateral Agreements and the Intercreditor Agreement. The Grantor does hereby acknowledge and confirm that the rights and remedies of each Collateral Agent are more fully set forth in the Collateral Agreements and the Intercreditor Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is in conflict with any of the Collateral Agreements and the Intercreditor Agreement, the provisions of the Collateral Agreements or the Intercreditor Agreement, as the case may be, shall govern.

SECTION 5. Governing Law. This Trademark Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York without regards to conflicts of laws principles.

*(Signature page follows)*

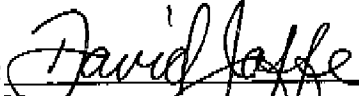
IN WITNESS WHEREOF, the Grantor has executed this Trademark Security Agreement as an instrument as of the date first written above.

SABIC INNOVATIVE PLASTICS IP B.V.

By:   
Name: John K. Abokhair  
Title: Managing Director

Acknowledged and Agreed:

CITIBANK, N.A as  
Collateral Agent under the Term Loan Security Agreement<sup>1</sup>

By:  \_\_\_\_\_  
Name: **DAVID JAFFE**  
Title: **Director/Vice President**

CITIBANK, N.A as  
Collateral Agent under the ABL Security Agreement

By:  \_\_\_\_\_  
Name: **DAVID JAFFE**  
Title: **Director/Vice President**

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<sup>1</sup> Only Term Loan Collateral Agent shall be named as secured party in the USPTO filings.

SCHEDULE A  
to  
TRADEMARK SECURITY AGREEMENT SUPPLEMENT

Mark	Country	Matter Code	Class	Description	Appl. #	Status	File Date	Reg. Date	Reg. No.	Next Action Due	Next Action Due Date
ECONOW AND DESIGN	UNITED STATES	P180012TUS	1, 17, 42	Class 1: Unprocessed plastics; unprocessed plastic materials in powder, liquid or paste form; unprocessed plastic in the form of powder or granules and intermediates made therefrom. Class 17: Plastics in extruded form for general industrial and manufacturing use; plastic in the form of bars, blocks, pellets, rods, sheets and tubes for general industrial use and use in manufacturing; plastic in powdered form; building insulation; polyurethane film for use in sealing and insulating; resins in extruded form for general industrial use; plastic sheet material for construction and general use; soundproofing materials for buildings; acoustical insulation for buildings; fiberglass insulation for buildings; caulking compounds; adhesive sealants for general use; general purpose silicone rubber sealant. Class 42: Custom design of plastics, polymers and resins, and plastic, polymer and resin components for others; technical consultation in the fields of polymers, plastics and resins; laboratory services, namely, pigment and color analysis; technical analysis in th	77/428112	PENDING	03/21/08				
ECO-SHAPES	UNITED STATES	P200012TUS	1, 17	Class 1: Unprocessed resins for use in further manufacture; unprocessed artificial resins for use in further manufacture, synthetic resins. Class 17: Plastics in pellet, sheet and film form for use in further manufacture; resins in extruded form for general industrial use.	77/584225	PENDING	10/02/08			OA Response Due	06/30/09
FIBERCOMP	UNITED STATES	P030055TUS	1	Thermoplastic resins with natural fiber.	77/604725	PUBLISHED	10/31/08			Opposition Ends	05/07/09