

**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	LIMITED PARTNERSHIP: DELAWARE

**RECEIVING PARTY DATA**

Name:	UBS AG, Stamford Branch, as Collateral Agent
Street Address:	677 Washington Blvd.
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Connecticut licensed branch of a Swiss Banking Corporation: SWITZERLAND

**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
Registration Number:	1001381	PUNCTILIOUS

OP \$415.00 3399585

**900146634**

**TRADEMARK  
 REEL: 004088 FRAME: 0800**

Registration Number:	0783813	ULTRATHENE
Registration Number:	0764486	"ULTRATHENE"

**CORRESPONDENCE DATA**

Fax Number: (212)455-2502  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (212) 455-7976  
Email: ksolomon@stblaw.com  
Correspondent Name: Mindy M. Lok, Esq.  
Address Line 1: Simpson Thacher & Bartlett LLP  
Address Line 2: 425 Lexington Avenue  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	094677/0037
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	10/30/2009

Total Attachments: 5  
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## 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, LYONDELLBASELL INDUSTRIES AF S.C.A., a company existing under the laws of the Grand Duchy of Luxembourg, LYONDELL CHEMICAL COMPANY, a Delaware corporation, BASELL USA INC., a Delaware corporation, EQUISTAR CHEMICALS, LP, a Delaware limited partnership, HOUSTON REFINING LP, a Delaware limited partnership, 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, the Foreign Guarantors party thereto, UBS AG, Stamford Branch, as Administrative Agent and Collateral Agent, and each NM Lender and Roll-Up Lender party thereto from time to time 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 UBS AG, Stamford Branch, as Collateral 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:

- (i) each Trademark owned by the Grantor, including, without limitation, each Trademark registration or application identified in Schedule 1 hereto;

(ii) each Trademark License to which the Grantor is a party;  
and

(iii) 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.

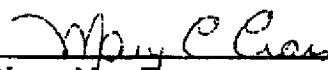
EQUISTAR CHEMICALS, LP

By:   
Name: Alan Bigman  
Title: Authorized Person

{SIGNATURE PAGE TO TRADEMARK SECURITY GRANT (TERM LOAN)}

**TRADEMARK**  
**REEL: 004088 FRAME: 0804**

UBS AG, STAMFORD BRANCH, as  
Collateral Agent

By:   
Name: Mary Evans  
Title: Associate Director

By:   
Name: Inja R. Otsa  
Title: Associate Director

[SIGNATURE PAGE TO TRADEMARK SECURITY GRANT (TERM LOAN)]

TRADEMARK  
REEL: 004088 FRAME: 0805

Schedule 1  
to Trademark  
Security Agreement

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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