

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
Lyondell Chemical Company		03/03/2009	CORPORATION: 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: 6

Property Type	Number	Word Mark
Registration Number:	3400194	ARCTIC SHIELD
Registration Number:	2973703	ARCTIC PLUS
Registration Number:	2958099	EXPLORE & EXPERIMENT
Registration Number:	3046814	LYONDELL
Registration Number:	1471844	POLYMEG
Registration Number:	2520539	

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

OP \$165.00 3400194

ATTORNEY DOCKET NUMBER:	094677/0037
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	10/30/2009
Total Attachments: 5 source=LCCTSI#page1.tif source=LCCTSI#page2.tif source=LCCTSI#page3.tif source=LCCTSI#page4.tif source=LCCTSI#page5.tif	

TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

March 3, 2009

WHEREAS, Lyondell Chemical Company, a Delaware corporation (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.

LYONDELL CHEMICAL COMPANY

By: 
Name: Alan Bigman
Title: Authorized Person

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

TRADEMARK
REEL: 004088 FRAME: 0908

UBS AG, STAMFORD BRANCH, as
Collateral Agent

By: 
Name: Mary Evans
Title: Associate Director

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

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

**Schedule 1
to Trademark
Security Agreement**

LYONDELL CHEMICAL COMPANY

TRADEMARK REGISTRATIONS

Registration No.	Trademark
3400194	ARCTIC SHIELD
2973703	ARCTIC PLUS
2958099	EXPLORE & EXPERIMENT
3046814	LYONDELL
1471844	POLYMEG
2520539	Cube Design