

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
INEOS EUROPE LIMITED		04/30/2009	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	BARCLAYS BANK PLC		
Street Address:	1 CHURCHILL PLACE		
City:	LONDON		
State/Country:	UNITED KINGDOM		
Postal Code:	E14 5HP		
Entity Type:	PRIVATE LIMITED COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2357828	INNOVENE	
CORRESPONDENCE DATA			
Fax Number:	(816)412-9393		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(816) 842-8600		
Email:	trademark@stinson.com		
Correspondent Name:	Penny R. Slicer		
Address Line 1:	Stinson Trademark Administrator		
Address Line 2:	1201 Walnut, Suite 2900		
Address Line 4:	Kansas City, MISSOURI 64106-2150		
ATTORNEY DOCKET NUMBER:	803912-0014		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			

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900146867

**TRADEMARK
 REEL: 004090 FRAME: 0658**

Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

PENNY R. SLICER

Signature:

/PRS/

Date:

11/04/2009

Total Attachments: 11

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SECURITY AGREEMENT
Ineos Europe Limited

April 30, 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.

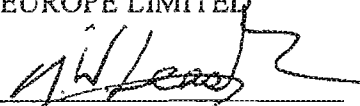
SECTION 5. Obligations Under the Security Agreement. The undersigned hereby agrees, as of the date first above written, to be bound as a Grantor by all of the terms and provisions of the Security Agreement to the same extent as each of the other Grantors. The undersigned further agrees, as of the date 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 EUROPE LIMITED

By


Name: ~~CHRISTINE LEASK~~
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

**Schedule I to the
Security Agreement Supplement**

PATENTS

I. United States Registered Patents

Grantor	Nature of Interest (e.g. owner, licensee)	Registered Patent No.	Filing Date	Grant Date	Country of Issue
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	Application No. 10/568954	August 4, 2004		United States
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	7276639	October 4, 2001	October 2, 2007	United States
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	Application No. 10/502846	February 6, 2003		United States
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	7357902	September 23, 2003	April 15, 2008	United States
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	Application No. 10/543696	February 6, 2004		United States
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	6284848	January 22, 1998	September 4, 2001	United States
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	6362290	June 26, 2001	March 26, 2002	United States
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	6462161	May 16, 1997	October 8, 2002	United States
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	6518385	July 6, 2000	February 11, 2003	United States

Grantor	Nature of Interest (e.g. owner, licensee)	Registered Patent No.	Filing Date	Grant Date	Country of Issue
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	6489427	March 24, 1999	December 3, 2002	United States
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	6451939	March 6, 2000	July 17, 2002	United States
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	6831143	March 6, 2000	December 14, 2004	United States
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	6182879	September 18, 1998	December 19, 2000	United States
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	6271272	June 23, 1999	August 7, 2001	United States
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	6472341	March 10, 1999	October 29, 2002	United States
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	6657026	September 11, 2000	December 2, 2003	United States
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	7148304	September 23, 2003	December 12, 2006	United States
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	6586539	November 26, 1999	July 1, 2003	United States
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	6465386	October 18, 2000	October 15, 2002	United States
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	6562924	May 3, 2000	May 13, 2003	United States

Grantor	Nature of Interest (e.g. owner, licensee)	Registered Patent No.	Filing Date	Grant Date	Country of Issue
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	Application No. 10/475344	April 18, 2002		United States
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	Application No. 11/700111	January 31, 2007		United States
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	7087686	August 6, 2001	August 8, 2006	United States
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	Application No. 11/476206	August 6, 2001		United States
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	7335710	November 14, 2002	February 26, 2008	United States
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	7268206	August 14, 2003	September 11, 2007	United States
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	6001938	December 8, 1997	December 14, 1999	United States
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	5804677	July 9, 1996	September 8, 1998	United States
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	5733510	February 15, 1996	March 31, 1998	United States
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	5668228	February 15, 1996	September 16, 1997	United States
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	5541270	May 19, 1994	July 30, 1996	United States

Grantor	Nature of Interest (e.g. owner, licensee)	Registered Patent No.	Filing Date	Grant Date	Country of Issue
INEOS Europe Limited	Owner	7276564	July 8, 2004	October 2, 2007	United States
INEOS Europe Limited	Owner	5105052	February 2, 1990	April 14, 1992	United States
INEOS Europe Limited	Owner, assigned from the British Petroleum Company PLC	5382741	July 13, 1992	January 17, 1995	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.	TMID	Date Registered	Country of Registration
INEOS Europe Limited	Owner	INNOVENE	2357828	T55365US	June 13, 2000	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 Europe Limited	Limited Liability Company	England and Wales	5310655

Trade Names

The INEOS business divisions named below trade in such names with the legal entity of INEOS Europe Limited:

- INEOS O&P Europe
- INEOS Nitriles
- INEOS Enterprises
- INEOS Oligomers
- INEOS Oxide
- INEOS Technologies
- INEOS Refining

**Schedule IV to the
Security Agreement Supplement**

CHANGE IN NAME, TYPE OF ORGANIZATIONS, ETC.

Previous Name	Name After Change	Date of Change
O&D Trading Limited (Incorporated on December 10, 2004)	Innovene Europe Limited	June 1, 2005
Innovene Europe Limited	INEOS Europe Limited	June 16, 2006