

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 MANUFACTURING BELGIUM N.V.		04/30/2009	LIMITED LIABILITY COMPANY: BELGIUM
RECEIVING PARTY DATA			
Name:	BARCLAYS BANK PLC		
Street Address:	1 CHURCHILL PLACE		
City:	LONDON		
State/Country:	UNITED KINGDOM		
Postal Code:	E14 5HP		
Entity Type:	PUBLIC LIMITED COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1074796	ELTEX	
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 MORRISON HECKER LLP		
Address Line 2:	1201 WALNUT STREET, SUITE 2900		
Address Line 4:	KANSAS CITY, MISSOURI 64106-2150		
ATTORNEY DOCKET NUMBER:	803912-0021		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			

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**TRADEMARK
 REEL: 004100 FRAME: 0122**

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

NAME OF SUBMITTER:

PENNY R. SLICER

Signature:

/penny r. slicer/

Date:

11/20/2009

Total Attachments: 5

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SECURITY AGREEMENT
Ineos Manufacturing Belgium N.V.

April 28, 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.

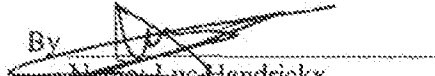
SECTION 5. Obligations Under the Security Agreement. The undersigned hereby agrees, as of the date first above written, to be bound as a Grantor by all of the terms and provisions of the Security Agreement to the same extent as each of the other Grantors. The undersigned further agrees, as of the date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

By


~~Name: Lue Hendrickx~~
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 II to the
Security Agreement Supplement

TRADEMARKS

I. United States Registered Trademarks

Grantor	Nature of Interest (e.g. owner, licensee)	Registered Trademark	Reg. No.	Date Registered	TMD	Country of Registration
INEOS Manufacturing Belgium NV	Owner	ELTEX	1074796	October 11, 1977	October 11, 2017	United States