TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Citicorp North America, Inc., As Collateral Agent		02/11/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Constar International Inc.
Street Address:	One Crown Way
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19154
Entity Type:	CORPORATION: DELAWARE

Name:	BFF Inc.
Street Address:	One Crown Way
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19154
Entity Type:	CORPORATION: DELAWARE

Name:	Constar, Inc.
Street Address:	One Crown Way
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19154
Entity Type:	CORPORATION: PENNSYLVANIA

Name:	Constar Foreign Holdings, Inc.
Street Address:	One Crown Way
City:	Philadelphia
State/Country:	PENNSYLVANIA

CH $90.00 2339116

Postal Code:	19154
Entity Type:	CORPORATION: DELAWARE

Name:	Constar Plastics, LLC
Street Address:	One Crown Way
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19154
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	DT, Inc.
Street Address:	One Crown Way
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19154
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2339116	STARSHIELD
Registration Number:	2630100	CONSTAR
Registration Number:	1840582	CONSTAR

CORRESPONDENCE DATA

Fax Number: (215)655-2286

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: trademarks@dechert.com, jay.johnston@dechert.com, jacob.bishop@dechert.com

Correspondent Name: Jacob Bishop

Address Line 1: Dechert LLP

Address Line 2: Cira Centre, 2929 Arch Street

Address Line 4: Philadelphia, PENNSYLVANIA 19104-2808

ATTORNEY DOCKET NUMBER:	345793
NAME OF SUBMITTER:	Jacob Bishop
Signature:	/Jacob Bishop/
Date:	02/04/2010

Total Attachments: 4

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RELEASE AND TERMINATION AGREEMENT dated as of February 11, 2005, among Constar International Inc. (the "Company") and Citicorp North America, Inc., as administrative agent (in such capacity, the "Administrative Agent"), and Citibank, N.A., as issuing bank (in such capacity, the "Issuing Bank"). Unless otherwise defined or specified herein, capitalized terms shall have the meanings assigned thereto in the Credit Agreement (as defined below).

Reference is made to that certain credit agreement dated as of February 11, 2005, among the Company, the various lenders from time to time party thereto and Citicorp USA, Inc., as administrative agent (the "New Credit Agreement").

WHEREAS, pursuant to the Credit Agreement dated as of November 20, 2002 and amended and restated as of December 23, 2003 (as amended, supplemented and otherwise modified, the "Credit Agreement"), among the Company, the Lenders and the Administrative Agent, the Lenders have extended credit to the Company, and have agreed to extend credit to the Company, in each case subject to the terms and conditions set forth therein;

WHEREAS, pursuant to the Security Documents, the Loan Parties have granted to the Administrative Agent, for the benefit of the Secured Parties, security interests in the Collateral to secure the Obligations; and

WHEREAS, the Borrower intends, simultaneously with the execution of this Agreement, (a) to terminate all remaining Commitments under the Credit Agreement, (b) to repay all Loans outstanding under the Credit Agreement, to pay all accrued and unpaid interest, fees and prepayment premiums payable under the Credit Agreement and to pay all other monetary obligations of the Company under the Credit Agreement and the other Loan Documents, including amounts payable pursuant to any indemnity or expense reimbursement provisions thereof (the amounts described in this clause (b) being referred to as the "Designated Obligations"), and (c) to provide for the rollover of all of the outstanding Letters of Credit on the date hereof issued by the Issuing Bank and the fees and expenses in respect thereof (the "Outstanding LCs"); and

WHEREAS, (a) the Designated Obligations are set forth in Schedule I hereto and (b) the Outstanding LCs are set forth in Schedule II hereto;

NOW, THEREFORE, in consideration of the payment in full of the Designated Obligations and rollover of the Outstanding LCs simultaneously with the execution and delivery of this Agreement:

1. The parties hereto hereby agree that (a) the Commitments are terminated and the Lenders have no further obligation to extend credit under the Loan Documents, (b) pursuant to Section 2.4(k) of the New Credit Agreement, the Outstanding LCs shall be deemed to be Obligations of the Revolving Credit Lenders (as defined in the New Credit Agreement) under the New Credit Agreement and the Issuing Bank shall have no further obligation to issue Letters of Credit and (c) the Credit Agreement and each of the other Loan Documents are terminated; provided that the foregoing shall not be construed to relieve any Loan Party from its obligations un-

der any indemnity or similar expense reimbursement provisions of any Loan Document (including, without limitation, Sections 2.15, 2.16, 2.17 and 9.05 of the Credit Agreement) in respect of amounts that may become payable thereunder.

2. The Collateral Agent does hereby release and discharge any and all security interests and Liens granted to it solely on behalf of the Secured Parties pursuant to the Security Documents. The Collateral Agent agrees to deliver to any Loan Party (at the expense of the Loan Parties) any UCC termination statements, irrevocable stock powers, and execute any mortgage release documents or other instruments or documents that any Loan Party shall reasonably request, and in each case, in form and substance reasonably satisfactory to the Loan Parties, in order to evidence or give effect the release of such security interests and Liens and to release and discharge any right, title or interest that the Collateral Agent may have or that it may be entitled to by virtue of the Security Documents in or to the Collateral and to return to the Loan Parties or their designee any certificate or certificates or other instruments constituting Collateral. Each release and discharge of Liens pursuant to this paragraph is without recourse to or warranty by the Collateral Agent.

3. Citibank, N.A., in its capacity as Issuing Bank, hereby releases and terminates the obligations of the Revolving Lenders under Section 2.06(d) of the Credit Agreement in respect of the Outstanding LCs and pursuant to Section 2.4(k) of the New Credit Agreement, such Outstanding LCs are hereinafter deemed to be the Obligations of the Revolving LC Lenders thereunder.

4. This Agreement shall become effective only after (a) counterparts hereof have been executed by the Company, Citicorp North America, Inc. (as Administrative Agent under the Credit Agreement and Collateral Agent for the Secured Parties under the Security Documents) and Citibank,N.A., as Issuing Bank and are in the possession of the Administrative Agent, (b) the Administrative Agent has received, by wire transfer of immediately available funds, the aggregate amount of the Designated Obligations, as set forth in Schedule I hereto; provided that this Agreement shall not become effective unless all the foregoing conditions are satisfied prior to 1:00 p.m., New York time, on the date hereof. In addition, upon effectiveness of this letter, any Note issued pursuant to the Credit Agreement shall be deemed canceled.

5. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

6. This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this Agreement shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

CONSTAR INTERNATIONAL INC.

By: _____

Name: William S. Rymer

Title: Executive Vice President and Chief Financial Officer

CITICORP NORTH AMERICA, INC., as
Administrative Agent and Collateral Agent

By: Suzanne Crymes
Name: SUZANNE CRYMES
Title: Vice President

CITIBANK, N.A., as Issuing Bank

By: Suzanne Crymes
Name: SUZANNE CRYMES
Title: Vice President