

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 Chlor Limited		01/28/2010	LIMITED LIABILITY COMPANY: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Barclays Bank PLC
Street Address:	Runcorn Site HQ, South Parade
Internal Address:	PO Box 9
City:	Runcorn, Cheshire
State/Country:	UNITED KINGDOM
Postal Code:	WA7 4JE
Entity Type:	Public Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	72091008	CERECLOR
Serial Number:	73461205	GENKLENE

CORRESPONDENCE DATA

Fax Number: (212)223-4134
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: rgiuliano@crowell.com
 Correspondent Name: Dickerson M. Downing, Esq.
 Address Line 1: 590 Madison Avenue
 Address Line 2: 19th Floor
 Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 105814.04680US

DOMESTIC REPRESENTATIVE

OP \$65.00 72091008

Name: Crowell & Moring LLP
Address Line 1: 590 Madison Avenue
Address Line 2: 19th Floor
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Dickerson M. Downing, Esq.
Signature:	/DMD/
Date:	02/09/2010

Total Attachments: 6
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SECURITY INTEREST

Dated January 28, 2010

From

Ineos Chlor Limited

as Grantor

to

Barclays Bank PLC

as Security Trustee

TRADEMARK

REEL: 004146 FRAME: 0458

FORM OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY INTEREST dated January 28, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the provisions hereof, this "*IP Security Agreement*") made by Ineos Chlor Limited, a limited liability company under the laws of England and Wales (the "*Grantor*"), to Barclays Bank PLC, as Security Trustee (together with any successor Security Trustee appointed pursuant to Clause 17 of the Intercreditor Agreement (as hereinafter defined), the "*Security Trustee*"), for the Revolving Facility Finance Party under the Revolving Facility Agreement (as of January 28, 2010), each holder of the Senior Secured Notes (as defined below) issued on January 28, 2010 pursuant to the Senior Secured Indenture (as defined below), and each Hedging Counterparty (collectively, the "*Secured Parties*").

PRELIMINARY STATEMENTS.

(1) Ineos Norway SPV Limited (the "*Parent*") and others have entered into a Senior Multicurrency Term Revolving Facility Agreement dated September 27, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time and as amended and restated by a Supplemental Agreement on or about the date hereof, the "*Revolving Facility Agreement*") with Barclays Capital and Merrill Lynch International as Mandated Lead Arrangers, and Barclays Bank PLC as Agent, Issuing Bank, and Security Trustee.

(2) Kerling plc has issued notes (the "*Senior Secured Notes*") pursuant to an indenture dated January 28, 2010 (the "*Senior Secured Indenture*") between Kerling plc and The Bank of New York Mellon, as trustee.

(3) The Parent and others have entered into an Intercreditor Agreement dated September 27, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time and as amended and restated by a Supplemental Agreement on or about the date hereof, the "*Intercreditor Agreement*") with The Bank of New York Mellon as Original Senior Secured Trustee and Barclays Bank PLC as Security Trustee.

(4) The Parent, the Grantor and others have entered into a Debenture dated January 28, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Debenture*") with Barclays Bank PLC as Security Trustee.

(5) The Grantor and the Barclays Bank PLC as Security Trustee have entered into a Security Agreement dated January 28, 2010 providing for the granting of a security interest in the property referred to herein ("*Security Agreement*"). Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

NOW, THEREFORE, in consideration of the premises the Grantor hereby agrees with the Security Trustee for the ratable benefit of the Secured Parties as follows:

Section 1. Grant of Security. The Grantor hereby grants to Barclays Bank PLC, as Security Trustee, for the ratable benefit of the Secured Parties, a security interest in the Grantor's right, title and interest in and to the following, in each case, as to each type of property described below, as located in the United States of America ("United States") and whether now owned or hereafter acquired by the Grantor, and whether now or hereafter existing or arising (collectively, the "*Collateral*"):

(a) all patents, patent applications, utility models and statutory invention registrations, all inventions claimed or disclosed therein and all improvements thereto and all reissues, divisions, continuations, continuations in part, extensions, renewals and reexaminations of any of the foregoing, all rights corresponding thereto throughout the United States and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto to the extents such rights exist in the United States ("*Patents*")

(b) Except as otherwise provided in the Security Agreement, all trademarks, service marks, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered (provided that no security interest shall be granted in 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), including the trademark registrations and marks listed in Schedule A, together with the goodwill symbolized thereby to the extent such rights exist in the United States ("*Trademarks*");

(c) 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 Trademarks, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages;

(d) any and all proceeds of, the 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 of or arising from any of the foregoing; and

(d) all agreements, permits, consents, orders and franchises relating to the license, development, use or disclosure of any of the Trademarks to which such grantor, now or hereafter, is a party or a beneficiary ("*IP Agreements*").

Section 2. Security for Obligations. The grant of a security interest in, the Collateral by the Grantor under this Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing. Without limiting the generality of the foregoing, this Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by the Grantor to any Secured Party under the Secured Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Grantor

Section 3. Release; Termination. Once the Security Trustee is satisfied, acting reasonably, that all Secured Obligations as provided for in the Security Agreement have been paid in full and neither the Security Trustee nor any Secured Party has, under this Agreement, any contingent liability to advance further monies to, or incur liability on behalf of, any member of the Group, this Agreement and the pledge and security interest granted hereby shall terminate and all rights to the Collateral shall revert to the Grantor. .

Section 4. Recordation. Grantor authorizes and requests that the Commissioner for Patents and Trademarks and any other applicable government officer record this Agreement.

Section 5. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Trustee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by references as if fully set forth herein.

Section 6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.


[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Address for Notices:

Runcorn Site HQ
South Parade
PO Box 9
Runcorn
Cheshire
WA7 4JE
Attention: Company Secretary
Email: paul.nichols@ineos.com

INEOS CHLOR LIMITED

By 
Title: MICHAEL NATEL
DIRECTOR

LNDOCS01/437181

TRADEMARK

REEL: 004146 FRAME: 0462

Schedule A to the
Security Interest

TRADEMARKS

I. United States Registered Trademarks

Grantor	Nature of Interest (e.g. owner, licensee)	Registered Trademark	Reg. No.	Date Registered	App. No.	Country of Registration
INEOS Chlor Limited	Owner	CERECLOR	704189	September 13, 1960	72/091008	United States
INEOS Chlor Limited	Owner	GENEKLENE	1338620	June 4, 1985	73/461,205	United States