

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
Constar International Inc.		02/11/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Administrative Agent
Street Address:	10 Riverview Drive
City:	Danbury
State/Country:	CONNECTICUT
Postal Code:	06810
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2819157	C
Registration Number:	3133417	MONOXBAR
Registration Number:	2339116	STARSHIELD
Registration Number:	2630100	CONSTAR
Registration Number:	1840582	CONSTAR
Registration Number:	2840563	OXBAR
Registration Number:	3145994	MONOXBAR FROM CONSTAR
Registration Number:	3326327	DIAMOND CLEAR
Registration Number:	3401510	DIAMONDCLEAR
Serial Number:	77505399	VCT
Registration Number:	3665740	CONSTRUCT
Serial Number:	77746173	I DESIGN
Serial Number:	77788733	CONVERT IT

CORRESPONDENCE DATA

900154703

**TRADEMARK
 REEL: 004149 FRAME: 0274**

CH \$340.00 2819157

Fax Number: (214)981-3400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP
Address Line 2: 717 N. Harwood St., Suite 3400
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	39521-33190
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	02/13/2010

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 11, 2010, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 11, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Constar, Inc. (the "Borrower"), the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement or where not defined therein, the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

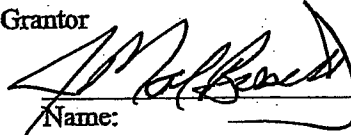
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CONSTAR INTERNATIONAL INC.,
as a Grantor

By:



Name:

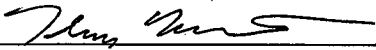
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: *Thomas Morante*
Title: *Duly Authorized Signatory*

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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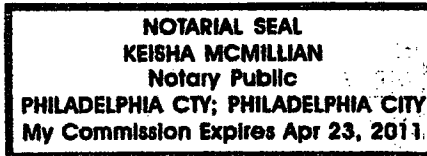
ACKNOWLEDGMENT OF GRANTOR

State of PENNSYLVANIA)
County of Philadelphia)

ss.

On this 5th day of FEBRUARY, 2010 before me personally appeared J. Mark Borseth, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CONSTAR INT'L INC who being by me duly sworn did depose and say that he is an authorized officer of CONSTAR INTERNATIONAL INC., that the said instrument was signed on behalf of CONSTAR INTERNATIONAL INC. as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of CONSTAR INTERNATIONAL INC.

Keisha McMillan
Notary Public



[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS & TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILING DATE	REG. NO	REG. DATE	COUNTRY
C & Design	76/477070	12/19/2002	2,819,157	3/2/2004	US
MONOXBAR	76/512231	5/7/2003	3,133,417	8/22/2006	US
STARSHIELD	75418545	1/15/1998	2,339,116	4/4/2000	US
STARSHIELD	98741086	7/9/1998	98741086	7/9/1998	FR
STARSHIELD	2170707	6/26/1998	2170707	6/26/1998	UK
STARSHIELD	39836148.7	6/29/1998	39836148	8/31/1998	DE
STARSHIELD	39836147.9/2 1	6/29/1998	39836147	8/18/1998	DE
STARSHIELD	VA 1999 05254	12/17/1999	VR20000347 8	7/20/2000	DK
STARSHIELD	1044446	1/30/2000	574743	1/30/2000	CA
CONSTAR & DESIGN	76/114291	8/22/2000	2630100	10/8/2002	US
CONSTAR	74/427235	8/23/1993	1840582	6/21/1994	US
CONSTAR & DESIGN	2261655	2/19/2001	2261655	2/19/2001	UK
CONSTAR & DESIGN	M0101105	2/20/2001	169492	3/27/2002	HU
CONSTAR & Design	984115	2/20/2001	699387	2/20/2001	BX
CONSTAR & DESIGN	15827/21	2/21/2001	200103503	2/21/2001	TR
CONSTAR & DESIGN	143717		456246	4/7/1994	MX
OXBAR	75/983,442	8/6/1999	2,840,563	5/11/2004	US
MONOXBAR & Design	76/598,560	7/21/2004	3,145,994	9/19/2006	US
MONOXBAR & Design	4117115	11/10/2004	4117115	1/18/2006	EU
MONOXBAR & Design	2004-103174	11/11/2004	4907297	11/11/2005	JP

MARK	SERIAL NO.	FILING DATE	REG. NO	REG. DATE	COUNT RY
DIAMOND CLEAR & Design	78/654,402	6/20/2005	3,326,327	10/30/2007	US
DIAMONDCLEAR	77/237,908	7/25/2007	3,401,510	3/25/2008	US
DIAMONDCLEAR	6604151	1/23/2008	6604151	6/21/2009	EU
DIAMONDCLEAR	1220379	1/22/2008	1220379	7/25/2007 (effective)	AU
DIAMONDCLEAR	200801329	1/22/2008			ZA
DIAMONDCLEAR	6526311	1/23/2008			CN
DIAMONDCLEAR	20084841	1/25/2008	5140164	6/13/2008	JP
VCT	77/505,399	6/23/2008			US
CONSTRUCT	77/505,410	6/23/2008	3665740	8/11/2009	US
DIAMONDCLEAR	794187	8/11/2008			NZ
I-DESIGN	77/746,173	5/28/2009			US
OXBAR	943720	8/5/1999	658550	8/5/1999	BX
OXBAR	39947897	8/10/1999	39947897		DE
OXBAR	99807858	8/13/1999	99807858	8/13/1999	FR
OXBAR	2003-102406	11/18/2003	4792403	8/6/2004	JP
CONVERT IT	77/788,733	7/24/2009			US
OXBAR	VA 003330 1999	8/17/1999	VR 2000 01584	3/23/2000	DK
DIAMONDCLEAR	1220379	8/1/2008	1254749	3/12/2009	AU
MONOXBAR	1254748	8/1/2008	1254748	3/12/2009	AU
OXBAR	1254746	8/1/2008	1254746	3/12/2009	AU
OXBAR	1025839	8/12/1999	TMA604112	3/4/2004	CA
OXBAR	4083853	10/14/2004	4083853	1/17/2006	EU

2. IP LICENSES

None.