TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Secuirty Interest in U.S. Trademarks (Revolving Loan)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TPC Group LLC		04/29/2010	LIMITED LIABILITY COMPANY: TEXAS

RECEIVING PARTY DATA

Name:	Deutsche Bank Trust Company Americas, as collateral agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Bank: NEW YORK

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2371431	TPC

CORRESPONDENCE DATA

Fax Number: (212)354-8113
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2128198200
Email: fcutajar@whitecase.com
Correspondent Name: White & Case LLP
Address Line 1: 1155 Avenue of the Americas
Address Line 2: Patents & Trademarks
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1111779-2033
NAME OF SUBMITTER:	Frances B. Cutajar
Signature:	/Frances B. Cutajar/

OP $40.00 2371431

Date:	05/04/2010

Total Attachments: 9
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GRANT OF SECURITY INTEREST IN
UNITED STATES TRADEMARKS AND PATENTS
(REVOLVING LOAN)

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, TPC Group LLC, a Texas limited liability company, (the "Grantor"), hereby grants, on this 29th day of April 2010, to Deutsche Bank Trust Company Americas, as Collateral Agent, with principal offices at 60 Wall Street, New York, New York, (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Grantor's right, title and interest in and to the United States patents (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Marks and Patents, (iv) the goodwill of the businesses symbolized by the Marks and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS GRANT is made to secure the full and prompt performance and payment of all the Secured Obligations (as such term is defined in the Security Agreement described herein). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantors an instrument in writing releasing the security interest in and re-assigning the Marks and Patents acquired under this Grant to the Grantor.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Amended and Restated Security Agreement (Revolving Loan) among the Grantor, the other assignors party thereto and the Grantee, dated as of April 29, 2010 (as amended, amended and restated or otherwise modified from time to time, the "Security Agreement"). The rights and remedies of the Grantee with respect to the security interest granted herein are more fully set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[signature page follows]

TRADEMARK
REEL: 004198 FRAME: 0368

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date first written above.

TPC GROUP LLC,
as Grantor

By: Ruth I. Dreessen
Name: Ruth I. Dreessen
Title: Executive Vice President and CFO

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Grantee

By:_____
Name:_____
Title:_____

By:_____
Name:_____
Title:_____

-Signature Page-
Patent and
Trademark Security
Agreement

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 27th day of April, 2010, by Ruth I. Dreessen, the EVP & CFO of TPC GROUP LLC, a Texas limited liability company, on behalf of such company.

HEATHER P. WOLTZ
Notary Public, State of Texas
My Commission Expires
May 11, 2012

Heather P. Woltz
Notary Public in and for
The State of TEXAS
Name: Heather P. Woltz
My Commission Expires: May 11, 2012

LOSANGELES 861584 (2K)

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date first written above.

TPC GROUP LLC,
as Grantor

By:_____
Name: _____
Title: _____

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Grantee

By:_____
Name: Omayra Laucella
Title: Vice President

By:_____
Name: Evelyn Thierry
Title: Director

-Signature Page-
Patent and
Trademark Security
Agreement

LOSANGELES 861584 (2K)

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this [ ] day April, 2010 before me personally came Omaira Lanegua & Evelyn Thierry who, being by me duly sworn, did state as follows: that ~~s/he is came~~ they are from ~~of~~ Deutsche Bank Trust Company Americas that s/he is authorized to execute the foregoing Grant of Security Interest on behalf of said corporation and that ~~s/he~~ they did so by authority of the Board of Directors of said corporation.

JOJEAN TRAVIS
Registration No. 01TR5013241
New York County
July 15, 2011

LOSANGELES 861584 (2K)

Schedule A

Registered Mark	U.S. Trademark Registration Registration No. (see attached)	Registration Date

Schedule A
Trademarks

Trademark Design	Trademark Reg. No.	Registration Date	Owner
TPC	2,371,431	July 5, 2000	TPC Group LLC

Schedule B

All patents are encumbered with security interests.

Patent Number	Date Issued	Title
	(see attached)	

Schedule B
Patents

Status	Date Filed	Reg. No.	Date Issued	Title	Assignee (Owner)
Issued	12/9/1999	6,451,075	9/17/2002	Low Lead Aviation Gasoline Blend	TPLP*
Issued	2/29/2000	6,562,913	5/13/2003	HR-PIB	TPLP*
Issued	9/20/2000	6,525,149	2/25/2003	Polyolefin Process	TPLP*
Issued	3/19/2002	7,037,999	5/2/2006	Enhanced PIB	TPLP*
Issued	5/23/2002	6,730,739	5/4/2004	Cling Film	TPLP*
Issued	8/19/2004	6,992,152	1/3/2006	Olefin Polymerization Control (Catalyst Trim)	TPLP*
Issued	2/4/2003	6,815,504	11/9/2004	Pressure Sensitive Adhesive	TPLP*
Issued	12/31/2002	6,683,138	1/27/2004	HR-PIB (Continuation)	TPLP*
Issued	4/8/2003	6,930,148	8/16/2005	Hot Melt Adhesive Formulation	TPLP*
Issued	7/30/2002	6,884,858	4/26/2005	Polyolefin Process (Continuation)	TPLP*
Issued	5/9/2003	6,858,188	2/22/2005	Parallel Reactors	TPLP*
Issued	1/15/2004	6,844,401	1/18/2005	Parallel Reactor Process	TPLP*
Issued	1/15/2004	6,844,400	1/18/2005	Water Wash System	TPLP*
Issued	1/15/2004	6,777,506	8/17/2004	Water Wash Method	TPLP*
Issued	7/19/2004	6,982,300	1/3/2006	Method for Preparing PSA	TPLP*
Issued	10/19/2004	7,056,990	6/6/2006	Enhanced PIB Process (Continuation)	TPLP*
Issued	7/22/2004	7,091,285	8/15/2006	Adducts of Enhanced PIB	TPLP*
Issued	10/12/2004	7,645,847	1/12/2010	Polyolefin Process (Continuation)	TPLP*
Issued	11/17/2005	7,498,396	3/3/2009	Enhanced PIB Product	TPLP*
Issued	12/6/2006	7,329,635	2/12/2008	Fouling	TPLP*
Pending	5/17/2009	12/468,195		Diluent Manipulation	TPLP*

* Texas Petrochemicals LP, a Texas limited partnership, was converted to a Texas limited liability company named Texas Petrochemicals LLC on December 16, 2008, and then changed its name to TPC Group LLC on January 25, 2010.