

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
Citibank, N.A., as Collateral Agent		04/30/2010	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Millennium Chemicals Inc.		
Street Address:	4001 Kennett Pike, Suite 220		
Internal Address:	Two Greenville Crossing		
City:	Greenville		
State/Country:	DELAWARE		
Postal Code:	19807		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2304511	MILLENNIUM	
CORRESPONDENCE DATA			
Fax Number:	(202)408-3141		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	CITIBANK-MILLENNIUM-3		
NAME OF SUBMITTER:	Jean Paterson		
Signature:	/jep/		

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TRADEMARK
REEL: 004198 FRAME: 0713

CH \$40.00 2304511

Date:

05/04/2010

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN THE RELEASED TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN THE RELEASED TRADEMARKS (this "Release"), made as of April 30, 2010, is granted by Citibank, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent") in favor of Millennium Chemicals Inc. (the "Pledgor").

WHEREAS, Lyondell Chemical Company, Equistar Chemicals, LP, Houston Refining LP, Basell USA Inc., Millennium Chemicals Inc. and Millennium Petrochemicals Inc., (collectively, the "Borrowers"), the other US Guarantors party thereto, Citibank, N.A., as Administrative Agent and Collateral Agent, Citibank, N.A., as Fronting Bank and the other agents and parties thereto have entered into that certain Debtor-In-Possession Credit Agreement dated as of March 3, 2009 (the "Credit Agreement").

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated as of March 3, 2009 between the Pledgor and the Collateral Agent (the "Security Agreement"; all capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Security Agreement), the Pledgor granted to the Collateral Agent a continuing security interest in all of its right, title and interest in and to the Trademark Collateral including, without limitation, the Trademark registrations and applications set forth on Schedule I hereto (collectively, the "Released Trademarks");

WHEREAS, the Security Agreement relating to the Released Trademarks has been recorded with the Assignments Division of the U.S. Patent and Trademark Office on April 9, 2009 at Reel 3967 and Frame 0824; and

WHEREAS, the Pledgor has paid all of its outstanding indebtedness under the Credit Agreement which is secured by the Security Agreement and have requested that the Collateral Agent release its security interest in the Released Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby terminates the Security Agreement, and hereby terminates, cancels, re-pledges, reassigns and releases any and all security interests it has against the Released Trademarks, without warranty or recourse.

If and to the extent the Collateral Agent has acquired any right, title or interest to any of the Released Trademarks, it hereby assigns and transfers such rights, title or interest to the Pledgor. The Collateral Agent shall take all further actions, and provide to the Pledgor and their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Pledgor to more fully and effectively effectuate the purposes of this Release.

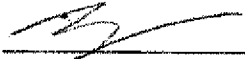
This Release shall be construed in accordance with and governed by the law of the State of New York.

(signature page follows)

[Trademark Release]

IN WITNESS WHEREOF, the Collateral Agent has caused this
Release of Security Interest in the Released Trademarks to be executed and delivered by its duly authorized officer as of the date first set forth above.

CITIBANK, N.A.,
as Collateral Agent,

By: 
Name: MICHAEL SMOLOW
Title: Vice President

[ABL Trademark Release - Millennium Chemicals Inc.]

SCHEDULE I
to
RELEASE OF INTEREST IN THE RELEASED TRADEMARKS

MILLENNIUM CHEMICALS INC.

TRADEMARK REGISTRATIONS

Registration No.	Trademark
2,304,511	MILLENNIUM