

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
Lyondell Chemical Company		04/30/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Collateral Agent		
Street Address:	45 Broadway		
City:	NewYork		
State/Country:	NEW YORK		
Postal Code:	10006		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3400194	ARCTIC SHIELD	
Registration Number:	2973703	ARCTIC PLUS	
Registration Number:	2958099	EXPLORE & EXPERIMENT	
Registration Number:	3046814	LYONDELL	
Registration Number:	1471844	POLYMEG	
Registration Number:	2520539		
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:	LYONDELL-33		

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~~TRADEMARK~~
REEL: 004208 FRAME: 0719

NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	05/19/2010
Total Attachments: 6 source=5-9-10 Lyondell-33-T#page1.tif source=5-9-10 Lyondell-33-T#page2.tif source=5-9-10 Lyondell-33-T#page3.tif source=5-9-10 Lyondell-33-T#page4.tif source=5-9-10 Lyondell-33-T#page5.tif source=5-9-10 Lyondell-33-T#page6.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Lyondell Chemical Company

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other Delaware Corporation

Citizenship (see guidelines) DE - US

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) 04/30/2010

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wells Fargo Bank, National Association,

Internal _____

Address: as Collateral Agent

Street Address: 45 Broadway

City: New York

State: New York

Country: USA Zip: 10006

- Association Citizenship US -Fed
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: James P. Murphy, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3345

Fax Number: (212) 378-2610

Email Address: jmurphy@cahill.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

James P. Murphy

Signature

JAMES P. MURPHY

Name of Person Signing

May 3, 2010

Date

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

April 30, 2010

WHEREAS, Lyondell Chemical Company, a Delaware corporation (herein referred to as the "Grantor") owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, LYONDELL CHEMICAL COMPANY, a Delaware corporation, as Issuer, LYONDELLBASELL INDUSTRIES, N.V., as the company, the other Guarantors party thereto and Wells Fargo Bank, National Association, as Trustee have entered into that Indenture dated as of April 30, 2010 (as amended from time to time, the "Indenture"); and

WHEREAS, pursuant to (i) a Security Agreement dated as of April 30, 2010 (as amended and/or supplemented from time to time, the "Security Agreement") among the Issuer, the Guarantors party thereto and Wells Fargo Bank, National Association, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "Grantee"), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor has secured certain of its obligations and guaranteed certain obligations of the Issuer and the other Guarantors (the "Secured Obligations") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby pledges and grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or hereafter acquired:

(i) each Trademark owned by the Grantor, including, without limitation, each Trademark registration or application identified in Schedule 1 hereto;

(ii) each Trademark License to which the Grantor is a party; and

(iii) all Grantor's claims for, and rights to sue for, past, present or future infringements of any Trademark (including, without limitation, any Trademark owned by the Grantor and identified in Schedule 1), and all income, royalties, damages and payments now or hereafter due or payable with respect to any such Trademark, including damages and payments for past, present or future infringements thereof, and all rights and benefits of the Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1).

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein in their entireties.

Unless otherwise defined herein or the context otherwise requires, terms used in this agreement have the meanings provided or provided by reference in the Indenture and the Security Agreement.

In the event of any inconsistency between the terms or conditions of this Trademark Security Agreement and the terms and conditions of the Security Agreement or Indenture, the terms and conditions of the Security Agreement or Indenture, as applicable, shall control.

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

LYONDELL CHEMICAL COMPANY

By: Gerald A. O'Brien, Vice President

Name: Gerald A O'Brien

Title: Authorized Person

EKC

Acknowledged:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent

By: Raymond Delli Colli
Name: Raymond Delli Colli
Title: Vice President

{Signature page to Trademark Security Agreement (Plan Roll-Up Notes)}

04/26/2010 3:32PM (GMT-05:00)

TRADEMARK
REEL: 004208 FRAME: 0725

LYONDELL CHEMICAL COMPANY

TRADEMARK REGISTRATIONS

<u>Registration No.</u>	<u>Trademark</u>
3400194	ARCTIC SHIELD
2973703	ARCTIC PLUS
2958099	EXPLORE & EXPERIMENT
3046814	LYONDELL
1471844	POLYMEG
2520539	Cube Design