

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LyondellBasell Flavors & Fragrances, LLC		04/30/2010	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association, as Collateral Agent		
<b>Street Address:</b>	45 Broadway		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10006		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3075207	GLIDOX	
Registration Number:	3033642	GLIDSOL	
Registration Number:	1428029	TETRALOL	
Registration Number:	3111961	WINSENSE	
Serial Number:	77141246	NAVACET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	800-927-9801 x2348		
<b>Email:</b>	jpaterso@cscinfo.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	1090 Vermont Avenue NW, Suite 430		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	371232-430		

**CH \$140.00 3075207**

**900163892**

**TRADEMARK  
 REEL: 004219 FRAME: 0424**

NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	06/07/2010
Total Attachments: 5 source=6-7-10 Wells Fargo-TM#page1.tif source=6-7-10 Wells Fargo-TM#page2.tif source=6-7-10 Wells Fargo-TM#page3.tif source=6-7-10 Wells Fargo-TM#page4.tif source=6-7-10 Wells Fargo-TM#page5.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.

<b>1. Name of conveying party(ies):</b>  LyondellBasell Flavors & Fragrances, LLC  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation- State: _____ <input checked="checked" type="checkbox"/> Other <u>Delaware LLC</u> Citizenship (see guidelines) <u>DE - US</u> Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="checked" type="checkbox"/> No	<b>2. Name and address of receiving party(ies)</b> Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="checked" type="checkbox"/> No  Name: <u>Wells Fargo Bank, National Association,</u> Internal Address: <u>as Collateral Agent</u>  Street Address: <u>45 Broadway</u> City: <u>New York</u> State: <u>New York</u> Country: <u>USA</u> Zip: <u>10006</u> <input checked="checked" type="checkbox"/> Association      Citizenship <u>US - Fed</u> <input type="checkbox"/> General Partnership      Citizenship _____ <input type="checkbox"/> Limited Partnership      Citizenship _____ <input type="checkbox"/> Corporation      Citizenship _____ <input type="checkbox"/> Other _____      Citizenship _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)
--	--

<b>3. Nature of conveyance )/Execution Date(s) :</b> Execution Date(s) <u>04/30/2010</u> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="checked" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____	
---	--

<b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b> A. Trademark Application No.(s) B. Trademark Registration No.(s) See Schedule I Additional sheet(s) attached? <input checked="checked" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</b>  _____ _____ _____	

<b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Sakina Karkat, Legal Assistant</u> Internal Address: <u>Cahill Gordon &amp; Reindel LLP</u>  Street Address: <u>80 Pine Street</u>  City: <u>New York</u> State: <u>NY</u> Zip: <u>10005</u> Phone Number: <u>(212) 701-3365</u> Fax Number: <u>(212) 378-2730</u> Email Address: <u>skarkat@cahill.com</u>	<b>6. Total number of applications and registrations involved:</b> <div style="border: 1px solid black; width: 50px; text-align: center; margin-left: 20px;">5</div>  <b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41) \$</b> _____  <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed  <b>8. Payment Information:</b>  Deposit Account Number _____ Authorized User Name _____
---	---

<b>9. Signature:</b> _____ Sakina Karkat Name of Person Signing	_____ May 28, 2010 Date  Total number of pages including cover sheet, attachments, and document: <div style="border: 1px solid black; width: 30px; text-align: center;">5</div>
--	---

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)

May 14, 2010

WHEREAS, LyondellBasell Flavors & Fragrances, LLC, a Delaware limited liability company (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 a Borrower and as Borrowers' Agent; EQUICSTAR CHEMICALS, LP, a Delaware limited partnership, LYONDELL BASELL ACETYLS, LLC, a Delaware limited liability company and HOUSTON REFINING LP, a Delaware limited partnership, each as a Borrower (collectively, the "**Borrowers**"), the other Guarantors party thereto, Citibank, N.A., as Administrative Agent, Citibank N.A. and Wells Fargo Bank, National Association, as Co-Collateral Agents, Citibank, N.A., Deutsche Bank AG and Wells Fargo Bank, National Association, as Fronting Banks, and the other agents and parties thereto have entered into that Credit Agreement dated as of April 8, 2010 (as amended from time to time, the "**Credit Agreement**"); 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 Borrowers, the Guarantors party thereto and Citibank, N.A. as Administrative 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 other Borrowers and secured such guarantee (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:

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

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

(ix) 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 Credit Agreement 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 Credit Agreement, the terms and conditions of the Security Agreement or Credit Agreement, 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.

LYONDELLBASELL FLAVORS & FRAGRANCES, LLC

By: Gerald A. O'Brien, Vice President  
Name: Gerald A. O'Brien  
Title: Vice President & Deputy General Counsel

*EKC*

LYONDELLBASELL FLAVORS & FRAGRANCES, LLC

TRADEMARK APPLICATIONS AND REGISTRATIONS

<u>Registration No.</u>	<u>Trademark</u>
3075207	GLIDOX
3033642	GLIDSOL
77/141246	NAVACET
1428029	TETRALOL
3111961	WINSENSE