

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Styron Europe GmbH		01/26/2011	LIMITED LIABILITY COMPANY: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Bank: GERMANY		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	1332738	CALIBRE	
Serial Number:	85164160	CO2RE	
Registration Number:	2592973	EMERGE	
Serial Number:	77948974	ENVERSA	
Registration Number:	3750174	EVEREST	
Registration Number:	2523294	FOUNDATIONS	
Registration Number:	3633145	HPL	
Serial Number:	77205709	LOMAX	
Registration Number:	1460461	MAGNUM	
Registration Number:	3276950	MAGNUM BRACE	
Registration Number:	1873475	MEGARAD	
Registration Number:	1412826	PULSE	
Serial Number:	77869435	SPRINTAN	
Registration Number:	0871548	STYRON	

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Registration Number:	0952481	STYRON
Registration Number:	0362877	STYRON
Registration Number:	2396531	STYRON A-TECH
Registration Number:	0772563	TYRIL
Registration Number:	1423511	
Serial Number:	77502845	VELVEX

CORRESPONDENCE DATA

Fax Number: (312)862-2200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-862-6371
Email: renee.prescan@kirkland.com
Correspondent Name: Renee Prescan
Address Line 1: 300 North LaSalle Street
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	11741-1 RMP
NAME OF SUBMITTER:	Renee M. Prescan
Signature:	/Renee M. Prescan/
Date:	01/28/2011

Total Attachments: 5
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**TRADEMARK SECURITY AGREEMENT
(U.S.A.)**

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of January 26, 2011, is made by **Styron Europe GmbH**, with a place of business at Bachtobelstrasse 3, 8810 Horgen, Switzerland ("Security Provider"), in favor of **Deutsche Bank AG New York Branch**, with a place of business at 60 Wall Street, New York, NY 10005, U.S.A., as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the other Secured Parties (as defined in the Credit Agreement listed below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 17, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Security Provider, the Collateral Agent and the lenders party thereto from time to time (collectively, the "Lenders" and, together with the Collateral Agent, the "Secured Parties"), the Lenders have agreed to make extensions of credit to the Borrower (as defined in the Credit Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, Security Provider has agreed, pursuant to a Security Agreement dated November 24, 2010 in favor of the Collateral Agent (the "Security Agreement"), to secure the payment and performance in full of the Secured Obligations (as defined in the Security Agreement) of the Borrower; and

WHEREAS, pursuant to the Security Agreement, Security Provider is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and as required by the Credit Agreement, Security Provider hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. With effect from November 24, 2010, and subject to the terms and conditions of the Loan Documents, Security Provider, to secure the payment and performance in full of the Secured Obligations, hereby agrees to pledge and hereby pledges to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral 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 Security Provider (the "Trademark Collateral"):

(a) all registered and applied for trademarks owned by Security Provider, including, without limitation, those listed on Schedule 1 hereto; and

(b) any and all (by statutory law) assignable rights and benefits relating thereto, including privileges and ancillary rights in respect thereof and any interest accruing thereon as well as any right to receive the proceeds of any insurance, indemnity, warranty or guarantee relating thereto.

Notwithstanding the foregoing, no grant of any pledge, Lien or security interest shall be deemed granted hereunder on or in any (x) "intent to use" trademark applications in the United States Patent and Trademark Office (and any equivalent non-U.S. trademark register where intent to use applications to register trademarks may be filed) unless and until a statement of use has been filed in the United States Patent and Trademark Office (or such applicable non-U.S. trademark register) or (y) any IP Rights if the granting, attachment or enforcement of a pledge, Lien or other security interest in such IP Rights would result in the cancellation or voiding of such IP Rights.

Section 3. Security Agreement. The pledge, Lien and security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the pledge, Lien and security interest granted to the Collateral Agent pursuant to the Security Agreement and Security Provider hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the pledge, Lien and security interest in the Trademark Collateral made and 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 the event of a conflict between the provisions of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

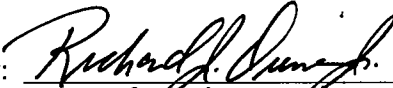
Section 4. Termination. This Trademark Security Agreement shall automatically and immediately terminate and the pledge of, Lien on and security interest in the Trademark Collateral shall automatically and immediately be released upon discharge of the Secured Obligations.

Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations hereunder shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, 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.

Styron Europe GmbH, as Grantor

By: 
Name: RICHARD J. DIEMER JR
Title: Authorized Representative

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations & Applications
(U.S.A.)

Trademark	Country	Status	Registration No.	Registration Date	Application No.	Application Date
CALIBRE	United States of America	Registered	1332738	30-Apr-1985	73495655	20-Aug-1984
CO2RE	United States of America	Pending ITU ¹			85164160	28-Oct-2010
EMERGE	United States of America	Registered	2592973	09-Jul-2002	78013060	16-Jun-2000
ENVERSA	United States	Pending ITU*			77948974	03-Mar-2010
EVEREST	United States of America	Registered	3750174	16-Feb-2010	77063944	14-Dec-2006
FOUNDATIONS	United States of America	Registered	2523294	25-Dec-2001	75848703	16-Nov-1999
HPL	United States of America	Registered	3633145	02-Jun-2009	78615043	22-Apr-2005
LOMAX	United States of America	Pending ITU*			77205709	14-Jun-2007
MAGNUM	United States of America	Registered	1460461	13-Oct-1987	73577157	10-Jan-1986
MAGNUM BRACE	United States of America	Registered	3276950	07-Aug-2007	78654823	21-Jun-2005

¹ See Section 2; "Intent to Use" trademarks application.

* See footnote 1

Trademark	Country	Status	Registration No.	Registration Date	Application No.	Application Date
MEGARAD	United States of America	Registered	1873475	17-Jan-1995	74440078	07-Sep-1993
PULSE	United States of America	Registered	1412826	14-Oct-1986	73590044	25-Mar-1986
SPRINTAN	United States of America	Pending ITU*			77869435	10-Nov-2009
STYRON	United States of America	Registered	0871548	24-Jun-1969	72313060	26-Nov-1968
STYRON	United States of America	Registered	0952481	06-Feb-1973	72408755	26-Nov-1971
STYRON	United States of America	Registered	0362877	06-Dec-1938	71401692	08-Jan-1938
STYRON A-TECH	United States of America	Registered	2396531	17-Oct-2000	75702112	10-May-1999
TYRIL	United States of America	Registered	0772563	07-Jul-1964	72177507	23-Sep-1963
TYRIL PYRAMID DES	United States of America	Registered	1423511	06-Jan-1987	73603320	09-Jun-1986
VELVEX	United States of America	Pending ITU*			77502845	19-Jun-2008