

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deutsche Bank Trust AG New York Branch, as resigning administrative agent and collateral agent		02/23/2011	Bank: GERMANY
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	1111 Fannin Street, 10th Floor		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2311880	CASTMATE	
Registration Number:	2497221	MORMATE	
CORRESPONDENCE DATA			
Fax Number:	(800)516-6304		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	614-280-3566		
Email:	james.murray@wolterskluwer.com		
Correspondent Name:	Jim Murray		
Address Line 1:	4400 Easton Commons Way, Suite 125		
Address Line 2:	CT Lien Solutions		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	James P. Murphy		
Signature:	/James P. Murphy/		

OP \$65.00 2311880

900185087

**TRADEMARK
 REEL: 004487 FRAME: 0354**

Date:

02/28/2011

Total Attachments: 6

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PATENT AND TRADEMARK ASSIGNMENT AND ASSUMPTION

This PATENT AND TRADEMARK ASSIGNMENT AND ASSUMPTION dated as of February 23, 2011 (this "Assignment and Assumption") is made by Deutsche Bank AG New York Branch, as resigning administrative agent and collateral agent, as assignor ("Assignor") and JPMorgan Chase Bank, N.A., as successor administrative agent and collateral agent, as assignee ("Assignee").

WHEREAS, reference is made to (i) that certain Credit Agreement dated as of August 16, 2005 (as amended, supplemented or otherwise modified, the "Credit Agreement"), by and among Huntsman International LLC, as borrower (the "Borrower"), Deutsche Bank AG New York Branch, as administrative agent (in such capacity, the "Administrative Agent") and certain parties party thereto, (ii) that certain Collateral Security Agreement dated as of August 16, 2005 by and among each of the Borrower, the Administrative Agent and other parties party thereto (as amended, supplemented or otherwise modified, the "Collateral Agreement"), and (iii) that certain Pledge Agreement dated as of August 16, 2005 by and among each of the Borrower, the Administrative Agent and other parties party thereto (as amended, supplemented or otherwise modified, the "Pledge Agreement" and together with the Collateral Agreement, the "Security Agreements"); capitalized terms not defined herein shall have the meanings assigned to them in the Collateral Agreement;

WHEREAS, reference is also made to the Grant of Security Interest in United States Trademarks and Patents dated August 16, 2005, by and between Huntsman Ethyleneamines Ltd., a Texas corporation (n/k/a Huntsman Ethyleneamines LLC) (the "Grantor"), and the Administrative Agent (the "Intellectual Property Security Agreement"); and

WHEREAS, pursuant to the Intellectual Property Security Agreement recorded with the U.S. Patent and Trademark Office at Reel 017045, Frame 0638 on November 21, 2005, and Reel 3231, Frame 0966 on November 21, 2005, the Grantor granted the Administrative Agent a lien on and security interest in and to all of its right, title and interest in, to and under certain of its intellectual property Collateral, including the Patents and Marks listed on Schedule I hereto and proceeds of any and all of the foregoing;

WHEREAS, pursuant to (i) the Fifth Amendment to Credit Agreement, dated as of March 9, 2010 (the "Fifth Amendment"), among the Borrower and the Required Lenders (as defined in the Credit Agreement) and (ii) the Successor Agency Agreement, dated as of March 9, 2010 (the "Successor Agency Agreement"), between Assignor and Assignee, the Credit Agreement has been amended to reflect, among other things, the appointment of Assignee as successor administrative agent and collateral agent; and

WHEREAS, in furtherance of Assignee's replacement of Assignor as the Administrative Agent under the Credit Agreement, Assignee is desirous of acquiring and Assignor is desirous of assigning all of its right, title and interest in, to and under the Intellectual Property Security Agreement, including without limitation the Assigned Interest (as defined below), and all documents relating thereto.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agree as follows:

Assignor hereby irrevocably, absolutely and unconditionally assigns to Assignee without recourse and without any representation or warranty of any kind, nature or description, except as expressly set forth in the Successor Agency Agreement, and Assignee hereby assumes from Assignor, the interest in and to Assignor's rights and obligations under the Intellectual Property Security Agreement (the "Assigned Interest") and all Patents and Marks listed on Schedule I hereto, as of the Effective Date (as defined below).

The effective date of this Assignment and Assumption shall be the date of execution by all parties (the "Effective Date"). Following the execution of this Assignment and Assumption, it will be delivered to Cahill Gordon & Reindel LLP for recording on behalf of the parties hereto pursuant to the Security Agreements and the Intellectual Property Security Agreement with the United States Patent and Trademark Office.

From and after the Effective Date and as further set forth in the Successor Agency Agreement, (a) Assignee shall be a party to the Credit Agreement, the Security Agreements, and the Intellectual Property Security Agreement and, to the extent provided in this Assignment and Assumption, have the rights and obligations of the Administrative Agent thereunder and shall be bound by the provisions thereof and (b) Assignor shall and does hereby, to the extent provided in this Assignment and Assumption and the Successor Agency Agreement, relinquish its rights and shall be and is hereby released from its obligations under the Credit Agreement, the Security Agreements and the Intellectual Property Security Agreement. Assignor hereby fully terminates, releases and discharges the security interest granted to Assignor by Borrower in the Patents and Marks listed on Schedule 1 hereto, including, without limitation, the proceeds of such Patents and Marks. Nothing set forth herein shall modify or limit in any respect the provisions of the Successor Agency Agreement.

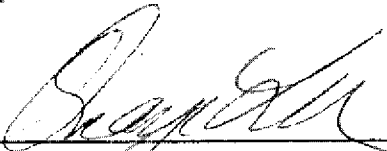
This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York.

This Assignment and Assumption may be executed by one or more of the parties to this Assignment and Assumption in any number of separate counterparts (including by telecopy or Adobe PDF), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers.

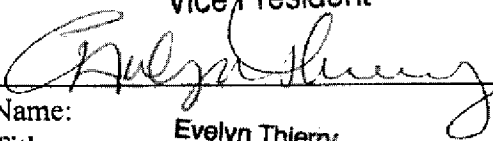
DEUTSCHE BANK AG NEW YORK BRANCH,
as Assignor

By: 

Name:

Title:

Omayra Laucella
Vice President

By: 

Name:

Title:

Evelyn Thierry
Director

Accepted:

JPMORGAN CHASE BANK, N.A.,
as Assignee



By: _____

Name: Gitanjali Pundir

Title: Vice President

SCHEDULE I
to
PATENT AND TRADEMARK ASSIGNMENT AND ASSUMPTION

PATENTS

Status	Patent Number	Grant Date	Patent
Granted	5205971	4/27/1993	MANUFACTURE OF NON-WHITWARE CERAMIC ARTICLES
Granted	5151130	9/29/1992	AMINE BASED CONSISTENCY REDUCERS FOR GYPSUM STUCCO SLURRIES
Granted	5300324	4/5/1994	PROCESS TO INCREASE THE DRYING RATE OF A GLAZE FOR CERAMICS
Granted	5641385	6/24/1997	USE OF ETHYLENEAMINE FOR WASHING PULP CONTAINING LIGNIN
Granted	5817593	1/6/1998	CATALYST AND PROCESS FOR PRODUCING AMINES
Granted	6153049	11/28/2000	METHOD FOR INHIBITING THE DEPOSITION OF WHITE PITCH IN PAPER PRODUCTION USING ETHYLENE AMINE COMPOUND
Granted	5952529	9/14/1999	CATALYST AND PROCESS FOR PRODUCING AMINES
Granted	6441240	8/27/2002	METHOD FOR INHIBITING THE DEPOSITION OF WHITE PITCH IN PAPER PRODUCTION

TRADEMARKS

Status	Serial Number	Application Date	Registration Number	Registration Date	Mark
Registered	75/642485	2/17/1999	2311880	1/25/2000	CASTMATE
Registered	78/008087	5/15/2000	2497221	10/9/2001	MORMATE