

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	09/02/2009

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Huntsman Group Intellectual Property Holdings LLC		09/01/2009	LIMITED LIABILITY COMPANY: UTAH

RECEIVING PARTY DATA

Name:	Huntsman International LLC
Street Address:	500 Huntsman Way
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84108
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2231021	HUNTSMAN
Registration Number:	2124154	HUNTSMAN
Registration Number:	2039875	HUNTSMAN

CORRESPONDENCE DATA

Fax Number: (281)719-4045
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 281-719-4803
 Email: nicole_graham@huntsman.com
 Correspondent Name: Nicole Graham
 Address Line 1: 10003 Woodloch Forest Drive
 Address Line 4: The Woodlands, TEXAS 77380

ATTORNEY DOCKET NUMBER:	MERGE FOR HGIPH
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900193394

**TRADEMARK
 REEL: 004552 FRAME: 0972**

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NAME OF SUBMITTER:	Nicole Graham
Signature:	/npg/
Date:	06/02/2011
Total Attachments: 9 source=HGIPHoldings LLC Merger into HI LLC#page1.tif source=HGIPHoldings LLC Merger into HI LLC#page2.tif source=HGIPHoldings LLC Merger into HI LLC#page3.tif source=HGIPHoldings LLC Merger into HI LLC#page4.tif source=HGIPHoldings LLC Merger into HI LLC#page5.tif source=HGIPHoldings LLC Merger into HI LLC#page6.tif source=HGIPHoldings LLC Merger into HI LLC#page7.tif source=HGIPHoldings LLC Merger into HI LLC#page8.tif source=HGIPHoldings LLC Merger into HI LLC#page9.tif	

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"HUNTSMAN GROUP INTELLECTUAL PROPERTY HOLDINGS LLC", A UTAH LIMITED LIABILITY COMPANY,

WITH AND INTO "HUNTSMAN INTERNATIONAL LLC" UNDER THE NAME OF "HUNTSMAN INTERNATIONAL LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE FIRST DAY OF SEPTEMBER, A.D. 2009, AT 3:20 O'CLOCK P.M.

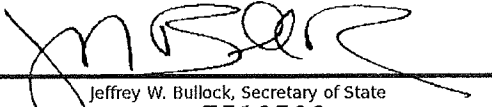
AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE SECOND DAY OF SEPTEMBER, A.D. 2009, AT 11:40 O'CLOCK A.M.

3020381 8100M

090825809



You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7510509

DATE: 09-03-09

TRADEMARK
REEL: 004552 FRAME: 0974

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:15 PM 09/01/2009
FILED 03:20 PM 09/01/2009
RV 090825809 - 3020381 FILE

CERTIFICATE AND ARTICLES OF MERGER

merging

HUNTSMAN GROUP INTELLECTUAL PROPERTY HOLDINGS LLC

with and into

HUNTSMAN INTERNATIONAL LLC

the surviving entity of such merger to be:

HUNTSMAN INTERNATIONAL LLC

'TO BECOME EFFECTIVE AT 11:40 a.m. (Eastern Time) on September 2, 2009.

In accordance with Section 18-209(c) of the Delaware Limited Liability Company Act (the "Delaware Act") and Section 48-2c-1409 of the Utah Revised Limited Liability Company Act (the "Utah Act" and, together with the Delaware Act, the "Acts"), HUNTSMAN INTERNATIONAL LLC, a Delaware limited liability company ("HI"), hereby declares and certifies as follows:

ARTICLE ONE

Plan of Merger

The Agreement and Plan of Merger, dated as of September 1, 2009 (the "Plan of Merger"), by and between HUNTSMAN GROUP INTELLECTUAL PROPERTY HOLDINGS LLC, a Utah limited liability company ("HGIPH"), and HI (collectively, the "Companies"), providing for the merger of HGIPH with and into HI (the "Merger"), is attached hereto as Exhibit A and is incorporated herein by this reference. The Plan of Merger was duly authorized, approved and executed by each of the Companies in accordance with Section 18-209 of the Delaware Act and Section 48-2c-1408 of the Utah Act. The Plan of Merger is on file at the offices of HI, which are located at 500 Huntsman Way, Salt Lake City, Utah 84108. A copy of the Plan of Merger will be furnished by HI, on request and without cost, to any member or person holding an interest in either HGIPH or HI.

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ARTICLE TWO

Surviving Entity

The name and type of the surviving entity shall be Huntsman International LLC, a Delaware limited liability company.

ARTICLE THREE


Effective Date and Time

Pursuant to Section 18-209(c)(5) of the Delaware Act and Section 48-2c-1409(2) of the Utah Act, this Certificate and Articles of Merger shall become effective at 11:40 a.m. (Eastern Time) on September 2, 2009.

[Signature Page Follows]

IN WITNESS WHEREOF, HI hereby certifies to the truth of the facts stated herein and executes and delivers this Certificate and Articles of Merger as of the date first written above.

HUNTSMAN INTERNATIONAL LLC
a Delaware limited liability company

By: 
Name: Sean Douglas
Title: Vice President and Treasurer

MAILING ADDRESS

If, upon completion of filing of the above Certificate and Articles of Merger, either the Office of the Delaware Secretary of State or the Utah Department of Commerce, Division of Corporations and Commercial Code elects to send a copy of the Certificate and Articles of Merger to HI by mail, the address to which the copy should be mailed is:

Huntsman International LLC
c/o Benjamin W. Bates, Esq.
Stoel Rives LLP
201 South Main Street, Suite 1100
Salt Lake City, Utah 84111

EXHIBIT A
AGREEMENT AND PLAN OF MERGER

See attached.

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To be executed at 10:39 am (Central Time)

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of September 1, 2009 by and between HUNTSMAN INTERNATIONAL LLC, a Delaware limited liability company (the "Company"), and HUNTSMAN GROUP INTELLECTUAL PROPERTY HOLDINGS LLC, a Utah limited liability company ("HGIPH," and together with the Company, the "Companies").

RECITALS

WHEREAS, the Board of Managers of each of the Companies has adopted this Agreement and declared its advisability, and the members of each of the Companies have approved this Agreement providing for the merger of HGIPH with and into the Company (the "Merger"), with the Company continuing as the surviving entity, in accordance with the applicable provisions of the Delaware Limited Liability Company Act (the "Delaware Act") and the Utah Revised Limited Liability Company Act (the "Utah Act" and, together with the Delaware Act, the "Acts").

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained and for the benefits to accrue to the parties hereto, it is hereby agreed that, in accordance with the Acts, HGIPH shall be merged with and into the Company, and the Company shall be the entity surviving the Merger, and that the terms and conditions of the Merger, the mode of carrying the same into effect and the manner and basis for cancelling the ownership interests of HGIPH shall be as hereinafter set forth.

I. MERGER

1.1 Effective Time. In accordance with the Acts, the Merger shall become effective at the time specified in the Certificate and Articles of Merger filed with the Office of the Secretary of State of the State of Delaware and the Utah Department of Commerce, Division of Corporations and Commercial Code (the "Effective Time").

1.2 Merger. At the Effective Time, the following shall occur:

(a) HGIPH shall be merged with and into the Company, and the separate existence of HGIPH shall cease.

(b) The Company shall be the surviving entity and shall continue its existence as a limited liability company in accordance with the laws of the State of Delaware.

(c) The Merger shall have the effects set forth in Section 18-209(g) of the Delaware Act.

(d) All of the assets and liabilities of HGIPH (collectively, the "Assets and Liabilities") shall become assets and liabilities of the Company.

1.3 Certificate of Formation. The Certificate of Formation of the Company as amended, existing and constituted immediately prior to the Effective Time shall continue to be the Certificate of Formation of the Company after the Effective Time, until further amended or repealed in accordance with the Delaware Act.

1.4 Limited Liability Company Agreement. The Limited Liability Company Agreement of the Company dated as of November 5, 2008, as existing and constituted immediately prior to the Effective Time (the "Limited Liability Company Agreement"), shall continue to be the Limited Liability Company Agreement of the Company after the Effective Time, until amended or repealed in the manner provided by the Limited Liability Company Agreement and the Delaware Act.

1.5 Board of Managers. The Board of Managers of the Company immediately prior to the Effective Time shall continue to serve as the Board of Managers of the Company for the term specified in the Limited Liability Company Agreement or the Delaware Act.

1.6 Officers. The officers of the Company immediately prior to the Effective Time shall continue to serve as the officers of the Company until otherwise provided in accordance with the Limited Liability Company Agreement or other arrangements established by the Company.

II. EFFECT ON OUTSTANDING OWNERSHIP INTERESTS OF THE COMPANY AND HGIPH

2.1 Effect on Outstanding Ownership Interests. Whereas HGIPH is a direct, wholly-owned subsidiary of the Company; and whereas the Company has determined that it is in the best interests of the Company that HGIPH be merged with and into the Company; as of the Effective Time, by virtue of the Merger and without any further action, all outstanding ownership interests of HGIPH shall be cancelled and retired and shall cease to exist and no consideration shall be delivered in exchange therefor and, as of the Effective Time, all outstanding ownership interests of the Company shall remain unchanged.

2.2 Certificates. As soon after the Effective Time as practicable, any certificates representing ownership interests of HGIPH shall be marked and cancelled in accordance with Section 2.1 above.

2.3 Options, Warrants and Other Rights. At the Effective Time, any options, warrants or other rights to purchase ownership interests of HGIPH, without any further action, shall be terminated.

III. GENERAL PROVISIONS

3.1 Approval. This Agreement has been adopted by the Board of Managers of each of the Companies and approved by the members of each of the Companies, to the extent required by the Utah Act and the Delaware Act, as applicable.

3.2 Further Action. If at any time the Company or HGIPH shall consider or be advised that any further action is necessary or desirable to carry out the provisions hereof and to vest the Company with full right, title, and interest in and to all assets, property, rights, privileges, powers, and franchises of either of the Companies, the officers and managers of the Companies are fully authorized in the name of their entity or otherwise to take, and shall take, all such lawful and necessary action.

3.3 Accounting Records. As of the Effective Time, the Assets and Liabilities shall be recorded in the accounting records of the Company at the amounts at which they shall be carried at that time in the accounting records of HGIPH, subject to such changes, adjustments or eliminations as may be made in accordance with generally accepted accounting principles.

3.4 Issuance of Ownership Interests. Between the date of this Agreement and the Effective Time, HGIPH shall not issue or cause to be issued any additional ownership interests.


3.5 Governing Law. This Agreement shall be governed by the laws of the State of Delaware (regardless of the laws that might otherwise govern under applicable principles of conflicts of law) as to all matters, including but not limited to matters of validity, construction, effect, performance and remedies.

3.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall be deemed one and the same instrument, and shall become binding on the parties hereto when one or more counterparts have been signed by each of the parties and delivered to the other party. Counterparts and signature pages transmitted by facsimile shall be valid as originals.

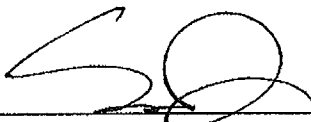
[Signature Page Follows]

IN WITNESS WHEREOF, each of the Company and HGIPH have caused this Agreement to be signed by their respective officers thereunto duly authorized all as of the date first written above.

HUNTSMAN INTERNATIONAL LLC
a Delaware limited liability company

By: 
Name: Sean Douglas
Title: Vice President and Treasurer

HUNTSMAN GROUP INTELLECTUAL
PROPERTY HOLDINGS LLC
a Utah limited liability company

By: 
Name: Sean Douglas
Title: Vice President

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