

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
Constar International LLC		05/31/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Capital Finance, LLC		
Street Address:	One Boston Place, 18th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	76477070	C	
Serial Number:	74427235	CONSTAR	
Serial Number:	76114291	CONSTAR	
Serial Number:	77505410	CONSTRUCT	
Serial Number:	77788733	CONVERT IT	
Serial Number:	78654402	DIAMOND CLEAR	
Serial Number:	77237908	DIAMONDCLEAR	
Serial Number:	77746173	I DESIGN	
Serial Number:	76512231	MONOXBAR	
Serial Number:	76598560	MONOXBAR FROM CONSTAR	
Serial Number:	75983442	OXBAR	
Serial Number:	75418545	STARSHIELD	
Serial Number:	77505399	VCT	

OP \$340.00 76477070

CORRESPONDENCE DATA

Fax Number: (212)230-8888
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-937-7275
Email: peter.baik@wilmerhale.com,
WHIPNYTrademarkDocketStaff@wilmerhale.com
Correspondent Name: Peter W. Baik
Address Line 1: 399 Park Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	2001365-191
NAME OF SUBMITTER:	Peter W. Baik
Signature:	/Peter W. Baik/
Date:	06/23/2011

Total Attachments: 11
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THIS TRADEMARK SECURITY AGREEMENT IS SUBJECT TO THE TERMS AND PROVISIONS OF THE INTERCREDITOR AGREEMENT (AS DEFINED IN THE CREDIT AGREEMENT) TO THE EXTENT PROVIDED IN SECTION 27 OF THE SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 31st day of May, 2011, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company ("WFCF"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Constar Inc., a corporation incorporated under the laws of the Commonwealth of Pennsylvania ("Constar"), Constar International LLC, a limited liability company organized under the laws of the State of Delaware ("Constar International" and, together with Constar, the "US Borrowers"), Constar International U.K. Limited, a corporation organized under the laws of England and Wales ("UK Borrower" and, together with the US Borrowers and each Person who becomes a party to the Credit Agreement as a borrower, each individually, a "Borrower", and collectively, the "Borrowers"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), WFCF as sole lead arranger and sole bookrunner, and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the General Continuing Guaranty, dated of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Guaranty") by and among Constar Group Inc., a corporation incorporated under the laws of the State of Delaware ("Parent"), Constar Foreign Holdings Inc., a corporation incorporated under the laws of the State of Delaware ("Holdings"), BFF Inc., a corporation incorporated under the laws of the State of Delaware ("BFF"), DT Inc., a corporation incorporated under the laws of the State of Delaware ("DT", and together with Parent, Holdings, BFF and each Person who becomes a party to the Guaranty, each individually, a "Guarantor" and collectively, "Guarantors"), and Agent, the Guarantors have agreed to guarantee the payment and performance of the Guaranteed Obligations (as defined in the Guaranty) on the terms set forth in the Guaranty;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement, dated as of May 31, 2011 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks including those referred to on Schedule I;

(b) [Reserved]; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, "Trademark Collateral" shall not include anything that is not "Collateral" under, and as defined in, the Security Agreement.

3. **SECURITY FOR SECURED OBLIGATIONS**. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT**. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT**. Grantors shall comply with the obligations set forth in Section 6(g)(v) in connection with obtaining rights to any new trademarks constituting Trademark Collateral. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent

unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor identified on the schedules delivered by Grantors to Agent pursuant to Section 6(g)(v) of the Security Agreement and which become part of the Collateral under the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CONSTRUCTION. This Copyright Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash or immediately available funds (or, in the case of contingent reimbursement obligations with respect to Letters of Credit or Bank Products, providing Letter of Credit Collateralization or Bank Product Collateralization, as applicable) of all Secured Obligations other than contingent indemnification Secured Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that are not required by the provisions of this Trademark Security Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record. Any Responsible Officer executing any certificate or other document made or delivered pursuant hereto, so executes or certifies in his/her capacity as a Responsible Officer on behalf of the applicable Loan Party and not in any individual capacity.

8. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER

OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

9. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. EACH MEMBER OF THE LENDER GROUP AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.


10. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH MEMBER OF THE LENDER GROUP AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH MEMBER OF THE LENDER GROUP AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

CONSTAR INTERNATIONAL LLC

By: 
Name: J. Mark Borseth
Title: Executive Vice President and CFO

AGENT:

**ACCEPTED AND ACKNOWLEDGED BY:
WELLS FARGO CAPITAL FINANCE, LLC,**
a Delaware limited liability company, as Agent

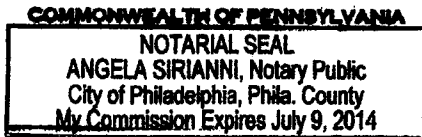
By: _____
Name: Robert H. Milhorat
Title: Director

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 004568 FRAME: 0367**

STATE OF Pennsylvania) ss.:
COUNTY OF Philadelphia

On this 11th day of May 2011, before me personally came J. Mark Borseth, to me known, who being duly sworn, did depose and say, that he is the Executive Vice President and Chief Financial Officer of Constar International LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Managers of said limited liability company.



Angela Sirianni
Notary Public

STATE OF _____)
COUNTY OF _____) ss.:

On this ____ day of _____ 2011, before me personally came Robert H. Milhorat, to me known, who, being duly sworn, did depose and say, that she is the Director of Wells Fargo Capital Finance, LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Managers of said limited liability company.

Notary Public

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

CONSTAR INTERNATIONAL LLC

By: _____
Name: J. Mark Borseth
Title: Executive Vice President and CFO

AGENT:

**ACCEPTED AND ACKNOWLEDGED BY:
WELLS FARGO CAPITAL FINANCE, LLC,**
a Delaware limited liability company, as Agent

By: 
Name: Robert H. Milhorat
Title: Director

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 004568 FRAME: 0369**

STATE OF _____)
) ss.:
COUNTY OF _____)

On this ___ day of _____ 2011, before me personally came J. Mark Borseth, to me known, who being duly sworn, did depose and say, that he is the Executive Vice President and Chief Financial Officer of Constar International LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Managers of said limited liability company.

Notary Public

STATE OF New York)
) ss.:
COUNTY OF New York)

On this 27 day of May 2011, before me personally came Robert H. Milhorat, to me known, who, being duly sworn, did depose and say, that he is the Director of Wells Fargo Capital Finance, LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Managers of said limited liability company.

Maria Camacho
Notary Public

MARIA CAMACHO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CA5086952
Qualified in Nassau County
Certificate Filed in New York County
My Commission Expires October 27, 2013

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004568 FRAME: 0370

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

PENDING AND REGISTERED TRADEMARKS*

MARK	SERIAL NO.	FILING DATE	REG. NO	REG. DATE	COUNTRY	GRANTOR
DIAMOND CLEAR	1254749	8/1/2008	1254749	8/1/2008	AU	Constar International LLC
DIAMOND CLEAR	1220379	1/22//2008	1220379	1/22/2008	AU	Constar International LLC
MONOXBAR	1254748	8/1/2008	1254748	8/1/2008	AU	Constar International LLC
OXBAR	1254746	8/1/2008	1254746	8/1/2008	AU	Constar International LLC
CONSTAR & Design	984115	2/20/2001	699387	2/20/2001	BX	Constar International LLC
OXBAR	943720	8/5/1999	658550	8/5/1999	BX	Constar International LLC
OXBAR	1025839	8/12/1999	TMA604112	3/4/2004	CA	Constar International LLC
STARSHIELD	1044446	1/31/2000	TMA574743	1/30/2003	CA	Constar International LLC
DIAMONDSTAR	6526311	1/23/2008	6526311	3/28/2010	CN	Constar International LLC
OXBAR	39947897	8/10/1999	39947897		DE	Constar International LLC
STARSHIELD	39836148.7	6/29/1998	39836148	8/31/1998	DE	Constar International LLC
STARSHIELD	39836147.9/21	6/29/1998	39836147	8/18/1998	DE	Constar International LLC
OXBAR	VA 003330 1999	8/17/1999	VR 2000 01584	3/23/2000	DK	Constar International LLC
DIAMONDCLEAR	6604151	1/23/2008	6604151	6/21/2009	EU	Constar International LLC

MARK	SERIAL NO.	FILING DATE	REG. NO	REG. DATE	COUNTRY	GRANTOR
MONOXBAR FROM CONSTAR & Design	4117115	11/10/2004	4117115	1/18/2006	EU	Constar International LLC
OXBAR	4083853	10/14/2004	4083853	1/17/2006	EU	Constar International LLC
OXBAR	99807858	8/13/1999	99807858	8/13/1999	FR	Constar International LLC
STARSHIELD	98741086	7/9/1998	98741086	7/9/1998	FR	Constar International LLC
CONSTAR & DESIGN	M0101105	2/20/2001	169492	3/27/2002	HU	Constar International LLC
DIAMONDCLEAR	004841	1/25/2008	5140164	6/13/2008	JP	Constar International LLC
MONOXBAR FROM CONSTAR & DESIGN	103174	11/11/04	4907297	11/11/2005	JP	Constar International LLC
CONSTAR & Design	143717	6/30/1992	456246	4/7/1994	MX	Constar International LLC
DIAMONDCLEAR	794187	8/11/2008	794187	2/12/2009	NZ	Constar International LLC
MONOXBAR	794188	8/11/2008	794188	2/12/2009	NZ	Constar International LLC
OXBAR	794189	8/11/2008	794189	2/12/2009	NZ	Constar International LLC
OXBAR	05647	8/10/1999	347007	6/21/2001	SE	Constar International LLC
OXBAR	08599	9/12/1989	226169	8/30/1991	SE	Constar International LLC
CONSTAR & DESIGN	2261655	2/19/2001	2261655	2/19/2001	UK	Constar International LLC
STARSHIELD	2170707	6/26/1998	2170707	6/26/1998	UK	Constar International LLC
C & Design	76/477070	12/19/2002	2,819,157	3/2/2004	US	Constar International LLC
CONSTAR	74/427235	8/23/1993	1840582	6/21/1994	US	Constar International LLC

MARK	SERIAL NO.	FILING DATE	REG. NO	REG. DATE	COUNTRY	GRANTOR
CONSTAR & DESIGN	76/114291	8/22/2000	2630100	10/8/2002	US	Constar International LLC
CONSTRUCT	77/505,410	6/23/2008	3665740	8/11/2009	US	Constar International LLC
CONVERT IT	77/788,733	7/24/2009	3780471	4/27/2010	US	Constar International LLC
DIAMOND CLEAR & Design	78/654,402	6/20/2005	3,326,327	10/30/2007	US	Constar International LLC
DIAMONDCLEAR	77/237,908	7/25/2007	3,401,510	3/25/2008	US	Constar International LLC
I-DESIGN (Abandoned)	77/746,173	5/28/2009			US	Constar International LLC
MONOXBAR	76/512231	5/7/2003	3,133,417	8/22/2006	US	Constar International LLC
MONOXBAR & Design	76/598,560	7/21/2004	3,145,994	9/19/2006	US	Constar International LLC
OXBAR	75/983,442	8/6/1999	2,840,563	5/11/2004	US	Constar International LLC
STARSHIELD (Cancelled)	75418545	1/15/1998	2,339,116	4/4/2000	US	Constar International LLC
VCT	77/505,399	6/23/2008	3835668	8/17/2010	US	Constar International LLC

*Pending and registered trademarks will remain in the name of Constar International Inc. until new filings are made with the Patent and Trademark Office.