

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 GROUP, INC.		12/16/2011	CORPORATION:
CONSTAR INTERNATIONAL LLC		12/16/2011	LIMITED LIABILITY COMPANY:
CONSTAR, INC.		12/16/2011	CORPORATION:
BFF INC.		12/16/2011	CORPORATION:
CONSTAR FOREIGN HOLDINGS, INC.		12/16/2011	CORPORATION:

RECEIVING PARTY DATA

Name:	BLACK DIAMOND COMMERCIAL FINANCE, L.L.C.
Street Address:	100 FIELD DRIVE
City:	LAKE FOREST
State/Country:	ILLINOIS
Postal Code:	60045-2580
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	85366393	DC100
Serial Number:	85366400	DC300

CORRESPONDENCE DATA

Fax Number: (212)446-4900
 Email: susan.zablocki@kirkland.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: Susan Zablocki
 Address Line 1: Kirkland & Ellis LLP
 Address Line 2: 601 Lexington Avenue
 Address Line 4: New York, NEW YORK 10022

CH \$65.00 85366393

ATTORNEY DOCKET NUMBER:	12153-1
NAME OF SUBMITTER:	Susan Zablocki
Signature:	/susan zablocki/
Date:	12/16/2011
Total Attachments: 4 source=20370556_4#page1.tif source=20370556_4#page2.tif source=20370556_4#page3.tif source=20370556_4#page4.tif	

THIS FIRST ADDENDUM TO THE TRADEMARK SECURITY AGREEMENT IS SUBJECT TO THE TERMS AND PROVISIONS OF THE (A) SHAREHOLDER INTERCREDITOR AGREEMENT, (B) TERM INTERCREDITOR AGREEMENT, AND (C) ABL INTERCREDITOR AGREEMENT TO THE EXTENT PROVIDED IN SECTION 27 OF THE SECURITY AGREEMENT

FIRST ADDENDUM TO THE TRADEMARK SECURITY AGREEMENT

This **FIRST ADDENDUM TO THE TRADEMARK SECURITY AGREEMENT** (this “**First Addendum to the Trademark Security Agreement**”) is made this 16th day of December, 2011, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “**Grantors**” and each individually “**Grantor**”), and **BLACK DIAMOND COMMERCIAL FINANCE, L.L.C.**, in its capacity as collateral agent for the Debt Holders (in such capacity, together with its successors and assigns in such capacity, “**Collateral Agent**”). All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement or, if not defined therein, in the Security Agreement or, if not defined therein, in the Facility Agreement.

WITNESSETH:

WHEREAS, Grantors and Collateral Agent are parties to the Trademark Security Agreement, dated May 31, 2011 and recorded by the Assignment Services Division of the U.S. Trademark and Trademark Office on June 23, 2011 at Reel/Frame 004568/0823 and on June 24, 2011 as Reel/Frame 4569/0145 (as amended hereby and as the same may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the “**Trademark Security Agreement**”);

WHEREAS, Constar Group, Inc., Black Diamond Commercial Finance L.L.C. and certain other parties are parties to that certain Shareholder Credit Agreement, dated as of May 31, 2011;

WHEREAS, Constar Group, Inc., Black Diamond Commercial Finance L.L.C. and certain other parties are parties to that certain Security Agreement, dated as of May 31, 2011 (the “**Security Agreement**”);

WHEREAS, Constar International, LLC has acquired rights in certain additional Trademark Collateral (as such term is defined in the Trademark Security Agreement) subsequent to the execution of the Trademark Security Agreement and, pursuant to the Security Agreement, is obligated to provide to the Collateral Agent an executed Trademark Security Agreement with respect to such Trademark Collateral.

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. **GRANT OF SECURITY INTEREST IN ACQUIRED TRADEMARK COLLATERAL.** All of the Trademarks referred to on **Schedule I-A** shall be deemed included into **Schedule I** of the Trademark Security Agreement.

2. **ALL OTHER TERMS GOVERNED BY THE TRADEMARK SECURITY AGREEMENT.** This First Addendum to the Trademark Security Agreement shall be governed by the terms and provisions of the Trademark Security Agreement which are incorporated by reference herein as if fully set forth herein.

3. **RECORDATION.** Each Grantor authorizes and requests that the Commissioner of Trademarks and Trademarks and any other applicable government officer record this First Addendum to the Trademark Security Agreement.


4. COUNTERPARTS. This First Addendum to the Trademark Security Agreement may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this First Addendum to the Trademark Security Agreement, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. This First Addendum to the Trademark Security Agreement may be delivered by telecopier or other method of electronic transmission with the same force and effect as if it were a manually executed and delivered counterpart.

[SIGNATURE PAGE FOLLOWS]

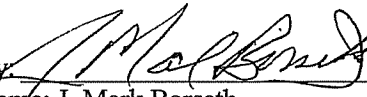
IN WITNESS WHEREOF, the parties hereto have caused this First Addendum to the Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

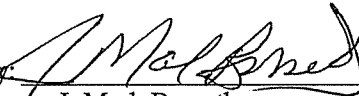
CONSTAR GROUP, INC.

By: 
Name: J. Mark Borseth
Title: Executive Vice President and Chief Financial Officer

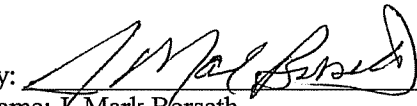
CONSTAR INTERNATIONAL LLC

By: 
Name: J. Mark Borseth
Title: Executive Vice President and Chief Financial Officer


CONSTAR, INC.

By: 
Name: J. Mark Borseth
Title: Executive Vice President and Chief Financial Officer

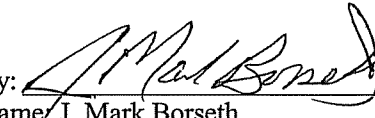
BFF INC.

By: 
Name: J. Mark Borseth
Title: Executive Vice President and Chief Financial Officer

DT, INC.

By: 
Name: J. Mark Borseth
Title: Executive Vice President and Chief Financial Officer

CONSTAR FOREIGN HOLDINGS, INC.

By: 
Name: J. Mark Borseth
Title: Executive Vice President and Chief Financial Officer

SCHEDULE I-A
to
FIRST ADDENDUM TO THE TRADEMARK SECURITY AGREEMENT

TRADEMARK APPLICATIONS

MARK	APPLICATION NO.	FILING DATE	COUNTRY	GRANTOR
DC100	85/366,393	7/8/2011	United States	Constar International LLC
DC300	85/366,400	7/8/2011	United States	Constar International LLC