

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

Constar International LLC

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State

Other: LLC

Citizenship (see guidelines) Delaware

Execution Date(s) December 21, 2011

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

Yes

Additional names, addresses, or citizenship attached?

No

Name: Wells Fargo Capital Finance, LLC, as Agent

Internal  
Address: \_\_\_\_\_

Street Address: One Boston Place, 18<sup>th</sup> Floor

City: Boston

State: Massachusetts

Country: USA

Zip: 02108

- Association Citizenship \_\_\_\_\_  
 General Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship

Other limited  Citizenship Delaware  
liability company

If assignee is not domiciled in the United States, a domestic representative designation is attached.  Yes  No  
(Designations must be a separate document from assignment)

**3. Nature of conveyance:**

- Assignment                               Merger  
 Security Agreement                       Change of Name

Other Amendment No. 1 To Trademark Security Agreement  
recorded on 6/23/2011 with USPTO at Reel/Frame  
004568/0361

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) SEE SCHEDULE A ANNEXED HERETO

B. Trademark Registration No.(s) SEE SCHEDULE A ANNEXED HERETO

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)  
SEE SCHEDULE A ANNEXED HERETO

**5. Name address of party to whom correspondence concerning document should be mailed:**

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road - Suite 101

City: Albany

State: New York

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwer.com

**6. Total number of applications and registrations involved:**

2

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65.00**

- Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

**8. Payment information:**

a. Credit Card

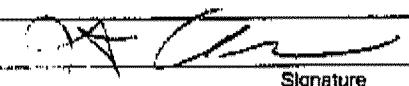
Last 4 Numbers 1640

Expiration Date 10/13

b. Deposit Account Number \_\_\_\_\_

Authorized User Name: \_\_\_\_\_

**9. Signature:**



Signature

12/21/11

Date

Total number of pages including cover sheet, attachments, and document.  7

Robert J. Gonnello  
Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 308-8995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$65.00 85366393

SCHEDULE A  
TO  
TRADEMARKS ONLY  
RECORDATION FORM COVER SHEET

LIST OF TRADEMARKS

Mark	Serial Number	Grant Date	Country
DC100	85/366,393	07/08/2011	US
DC300	85/366,400	07/08/2011	US

**THIS AMENDMENT NO. 1 TO 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**

**AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT**

AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT (this "Amendment"), made as of December 21, 2011, by and among the 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 ("WFCE"), 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"). Unless otherwise defined herein, all capitalized terms used herein which are not defined shall have the meanings given to such terms in the Trademark Security Agreement (as defined below).

**W I T N E S S E T H:**

WHEREAS, Grantors and 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 004568/0361 (as amended hereby and as the same may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, Grantors have, among other things, granted to Agent a security interest in all present and future pending and registered Trademarks of Grantors, together with certain related assets, and has agreed to execute and deliver to Agent all agreements and documents as requested by Agent to evidence the security interests of Agent therein;

WHEREAS, Grantors have certain additional Trademarks registered or filed with the United States Trademark and Trademark Office which are not reflected in the Trademark Security Agreement; and

WHEREAS, Grantors and Agent now wish to amend the Trademark Security Agreement to include such additional Trademarks.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors and Agent hereby agree as follows:

1. Amendment to Trademark Security Agreement.

(a) Without limiting any of the Trademark Collateral otherwise described in the Trademark Security Agreement, Schedule I to the Trademark Security Agreement is hereby amended to include, in addition and not by way of limitation, the Trademarks described in Exhibit A attached hereto (such Trademarks described on Exhibit A hereto being referred to herein as the "Additional Trademarks").

(b) All references to the term "Trademark Collateral" in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, all of the Additional Trademarks and the other assets described in Section 2 of this Amendment.

(c) All references to the term "Trademarks" in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, the Additional Trademarks.

2. Confirmation of Grant of Security Interest. Without limiting the grant of the security interest or collateral assignment to Agent set forth in Section 2 of the Trademark Security Agreement or any other provisions thereof, each Grantor hereby confirms, reaffirms and restates its prior grant to Agent, and hereby grants to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest in and a general lien upon the following: (a) all of its Additional Trademarks, and (b) 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.

3. Recordation. Each Grantor authorizes and requests that the Commissioner of Trademarks and Trademarks and any other applicable government officer record this Amendment.

4. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated, and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Security Agreement, the term or provision of the Security Agreement shall control.

5. Counterparts. This Amendment 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 Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. This Amendment 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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment 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

By: \_\_\_\_\_

Name:

Title:

Amendment No. 1 to Trademark Security  
Agreement

**TRADEMARK**  
**REEL: 004693 FRAME: 0499**

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

GRANTORS:

CONSTAR INTERNATIONAL LLC

By: \_\_\_\_\_

Name:

Title:

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:  
WELLS FARGO CAPITAL FINANCE, L.L.C.,  
a Delaware limited liability company

By: Jonathan Boynton

Name: Jonathan Boynton

Title: VP

Amendment No. 1 to Trademark Security Agreement

EXHIBIT A  
TO  
AMENDMENT NO. 1 TO  
TRADEMARK SECURITY AGREEMENT

LIST OF TRADEMARKS

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Exhibit A to Amendment No. 1 to Trademark Security  
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