

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
INEOS Americas LLC		05/04/2012	CORPORATION:

RECEIVING PARTY DATA

Name:	BARCLAYS BANK PLC
Street Address:	5 The North Colonnade
Internal Address:	Canary Wharf
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	E14 4 BB
Entity Type:	CORPORATION: UNITED KINGDOM

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1331425	GAS/SPEC
Registration Number:	1331486	GAS/SPEC
Registration Number:	2676955	CS-1
Registration Number:	2668507	CS-PLUS
Registration Number:	2676953	CS-2000
Registration Number:	2682756	SS
Registration Number:	2682757	SS-3
Registration Number:	2676954	TG-10

CORRESPONDENCE DATA

Fax Number: 6308577328  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 6308577151  
 Email: David.Yusko@Ineos.com

CH \$215.00 1331425

Correspondent Name: David P. Yusko  
Address Line 1: 3030 Warrenville Road  
Address Line 2: Suite 650  
Address Line 4: Lisle, ILLINOIS 60532

ATTORNEY DOCKET NUMBER: INEOS AMERICAS LLC -TMS

DOMESTIC REPRESENTATIVE

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER: David P. Yusko

Signature: /David P. Yusko/

Date: 06/28/2012

Total Attachments: 18

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EXECUTION VERSION

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated 4 May, 2012, is made by the persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of Barclays Bank PLC, as Security Agent (the "*Security Agent*") for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, INEOS US Finance LLC, and INEOS Finance plc, as Borrowers, Barclays Bank PLC, as Administrative Agent and Security Agent and the Lenders referred to therein have entered into a Credit Agreement dated April 27, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Senior Facilities Agreement*").

WHEREAS, INEOS Finance plc as the issuer (the "*Original Senior Secured Note Issuer*"), certain Group Companies as guarantors, The Bank of New York Mellon, as trustee, and the other parties thereto have entered into an Indenture dated on or about the date hereof (as amended, restated, supplemented, amended, waived or otherwise modified from time to time, the "*Original Senior Secured Indenture*").

WHEREAS, the Principal Obligor, certain subsidiaries of the Parent (including the Grantors) and others have entered into an intercreditor deed dated May 12, 2010 (as amended, amended and restated, supplemented and/or waived from time to time, the "*Intercreditor Deed*") between, amongst others, the Obligors referred to therein, Barclays Bank PLC as security agent and as facility agent for the Senior Lenders referred to therein, BP International Limited as collateral agent for the BP Creditors referred to therein and acceded to by The Bank of New York Mellon as the trustee for the Senior Secured Note Creditors referred to therein and for the High Yield Noteholders referred to therein. Terms defined in the Security Agreement referred to below or the Senior Facilities Agreement and not otherwise defined herein are used in this IP Security Agreement as defined in the Security Agreement or the Senior Facilities Agreement, as applicable. If: (A) the Senior Discharge Date (as defined in the *Intercreditor Deed*) insofar as it relates to the Senior Finance Documents (as defined in the Senior Facilities Agreement) has occurred; or (B) the Senior Facilities Agreement is terminated or cancelled or is for any other reason invalid, illegal or otherwise unenforceable, then the reference in this IP Security Agreement to words and expressions being as defined in the Senior Facilities Agreement is to those words and expressions as defined immediately prior to such events.

WHEREAS, as a condition precedent to the making of Loans by the Lenders under the Senior Facilities Agreement and the issuance, sale and purchase of the Original Senior Secured Notes under the Original Senior Secured Indenture, each Grantor has executed and delivered that certain Security Agreement dated as of May 4, 2012 made by the Grantors to the Security Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Security Agent, for the ratable benefit of the Secured Parties, a

security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Security Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following other than Excluded Property (the "*Collateral*");

- (i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (*provided* that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");
- (iii) the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "*Copyrights*");
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;
- (v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of the Indebtedness. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Indebtedness and that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that such Indebtedness is unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving an Obligor.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

INEOS PHENOL GMBH

By: 

Name: Graeme Leask  
Title: Attorney

Address for Notices:  
Dechenstraße 3  
D-45966  
Gladbeck  
Germany

INEOS MANUFACTURING  
BELGIUM NV

By: 

Name: Graeme Leask  
Title: Attorney

Address for Notices:  
Ransbeekstraat 310  
Neder-over Heembeek

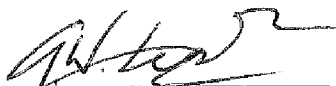
B-1120  
Belgium

INEOS COMMERCIAL SERVICES  
UK LIMITED

By:   
Name: Graeme Leask  
Title: Director


Address for Notices:  
Hawkslease  
Chapel Lane  
Lyndhurst  
Hampshire SO43 7FG  
United Kingdom

INEOS AMERICAS LLC

By:   
Name: Graeme Leask  
Title: Attorney

Address for Notices:  
2600 South Shore Boulevard, Suite 500  
League City, TC 77573

INEOS USA LLC

By:   
Name: Graeme Leask  
Title: Attorney

Address for Notices:  
2600 South Shore Boulevard, Suite 500  
League City, TC 77573

**I. Patents**

<b>Case No.</b>	<b>Grantor</b>	<b>Registered Patent No./ Application No.</b>	<b>Country of Issue</b>
	INEOS Phenol GmbH <sup>1</sup>	6,225,513	United States
	INEOS Phenol GmbH	6,307,112	United States
	INEOS Phenol GmbH	6,303,825	United States
	INEOS Phenol GmbH	6,489,519	United States
	INEOS Phenol GmbH	6,489,518	United States
	INEOS Phenol GmbH	6,555,719	United States
	INEOS Phenol GmbH	6,657,087	United States
	INEOS Phenol GmbH	7,416,645	United States
	INEOS Phenol GmbH	US 7626060	United States
	INEOS Phenol GmbH	US 7544845	United States
SPE97/01	INEOS Manufacturing Belgium NV	6159567	United States
SPE97/05	INEOS Manufacturing Belgium NV	6040348	United States
SPE97/04	INEOS Manufacturing Belgium NV	6225421	United States
SPE00/08	INEOS Manufacturing Belgium NV	6596823	United States
SPE02/04	INEOS Manufacturing Belgium NV	7879946	United States
SPE02/07	INEOS Manufacturing Belgium NV	7241859	United States
SPE03/07	INEOS Manufacturing Belgium NV	7714074	United States

<sup>1</sup> Owner as to 50% only

Case No.	Grantor	Registered Patent No./ Application No.	Country of Issue
SPE03/07	INEOS Manufacturing Belgium NV	7812095	United States
10193	INEOS Manufacturing Belgium NV	7781546	United States
10193	INEOS Manufacturing Belgium NV	Application No. 12/382655	United States
00111	INEOS Manufacturing Belgium NV	Application No. 12/733381	United States
00084	INEOS Manufacturing Belgium NV	7718732	United States
00084	INEOS Manufacturing Belgium NV	12/591471	United States
00084	INEOS Manufacturing Belgium NV	12/591473	United States
00099	INEOS Manufacturing Belgium NV	12/311664	United States
00100	INEOS Manufacturing Belgium NV	7943727	United States
00129	INEOS Manufacturing Belgium NV	12/736926	United States
00164	INEOS Manufacturing Belgium NV	12/736490	United States
00165	INEOS Manufacturing Belgium NV	12/735543	United States
00169	INEOS Manufacturing Belgium NV	12/736452	United States
00192	INEOS Manufacturing Belgium NV	12/736450	United States
00158	INEOS Manufacturing Belgium NV	12/735349	United States



Case No.	Grantor	Registered Patent No./ Application No.	Country of Issue
S94/36	INEOS Manufacturing Belgium NV	6545106	United States
S94/37	INEOS Manufacturing Belgium NV	6001939	United States
S96/09	INEOS Manufacturing Belgium NV	6077922	United States
S96/28	INEOS Manufacturing Belgium NV	6331599	United States
S98/34	INEOS Manufacturing Belgium NV	6589040	United States
SPE00/16	INEOS Manufacturing Belgium NV	6933347	United States
SPE00/22	INEOS Manufacturing Belgium NV	7232866	United States
SPE00/25	INEOS Manufacturing Belgium NV	7015287	United States
SPE01/12	INEOS Manufacturing Belgium NV	6930132	United States
SPE02/05	INEOS Manufacturing Belgium NV	10/519789	United States
SPE02/05	INEOS Manufacturing Belgium NV	12/457409	United States
SPE02/15	INEOS Manufacturing Belgium NV	10/561796	United States
SPE03/08	INEOS Manufacturing Belgium NV	7741430	United States
SPE03/08	INEOS Manufacturing Belgium NV	7759457	United States
SPE04/07	INEOS Manufacturing Belgium NV	7897710	United States

<b>Case No.</b>	<b>Grantor</b>	<b>Registered Patent No./ Application No.</b>	<b>Country of Issue</b>
SPE04/11A	INEOS Manufacturing Belgium NV	11/793228	United States
SPE97/06	INEOS Manufacturing Belgium NV	7052754	United States
SPE99/06	INEOS Manufacturing Belgium NV	6489409	United States
SPE99/07	INEOS Manufacturing Belgium NV	6586537	United States
SV9554-00	INEOS Manufacturing Belgium NV	5948547	United States
00084	INEOS Manufacturing Belgium NV	12/591478	United States
<b>Case No.</b>	<b>Grantor</b>	<b>Registered Patent No./ Application No.</b>	<b>Country of Issue</b>
9386	INEOS Commercial Services UK Limited	7276639	United States
9944	INEOS Commercial Services UK Limited	7357902	United States
9983	INEOS Commercial Services UK Limited	7807860	United States
9998	INEOS Commercial Services UK Limited	7229943	United States
8825	INEOS Commercial Services UK Limited	6284848	United States
8825	INEOS Commercial Services UK Limited	6362290	United States

Case No.	Grantor	Registered Patent No./ Application No.	Country of Issue
8861	INEOS Commercial Services UK Limited	6462161	United States
8880	INEOS Commercial Services UK Limited	6518385	United States
8886	INEOS Commercial Services UK Limited	6187878	United States
8906	INEOS Commercial Services UK Limited	6271272	United States
8938	INEOS Commercial Services UK Limited	6348635	United States
8939	INEOS Commercial Services UK Limited	6265502	United States
9063	INEOS Commercial Services UK Limited	6656524	United States
9121	INEOS Commercial Services UK Limited	6797756	United States
9124	INEOS Commercial Services UK Limited	6586539	United States
9197	INEOS Commercial Services UK Limited	6562924	United States
9247	INEOS Commercial Services UK Limited	6639028	United States

Case No.	Grantor	Registered Patent No./ Application No.	Country of Issue
9271	INEOS Commercial Services UK Limited	6649710	United States
9326	INEOS Commercial Services UK Limited	Application No. 12/923840	United States
9999	INEOS Commercial Services UK Limited	Application No. 10/567927	United States
9326	INEOS Commercial Services UK Limited	7812103	United States
9352	INEOS Commercial Services UK Limited	6911504	United States
9364	INEOS Commercial Services UK Limited	6998440	United States
9381	INEOS Commercial Services UK Limited	6800702	United States
9381	INEOS Commercial Services UK Limited	7141633	United States
9429	INEOS Commercial Services UK Limited	6887957	United States
9482	INEOS Commercial Services UK Limited	7718811	United States
9519	INEOS Commercial Services UK Limited	6852811	United States

Case No.	Grantor	Registered Patent No./ Application No.	Country of Issue
9533	INEOS Commercial Services UK Limited	7232878	United States
9601	INEOS Commercial Services UK Limited	6884856	United States
9675	INEOS Commercial Services UK Limited	Application No. 10/492754	United States
9564	INEOS Commercial Services UK Limited	Application No. 11/700111	United States
9564	INEOS Commercial Services UK Limited	Application No. 12/801741	United States
9558	INEOS Commercial Services UK Limited	7582710	United States
9564	INEOS Commercial Services UK Limited	7087686	United States
9564	INEOS Commercial Services UK Limited	7767771	United States
9685	INEOS Commercial Services UK Limited	7335710	United States
9836	INEOS Commercial Services UK Limited	7323038	United States
9860	INEOS Commercial Services UK Limited	7488862	United States

Case No.	Grantor	Registered Patent No./ Application No.	Country of Issue
9905	INEOS Commercial Services UK Limited	7452948	United States
9962	INEOS Commercial Services UK Limited	7811956	United States
9975	INEOS Commercial Services UK Limited	7705095	United States
8340	INEOS Commercial Services UK Limited	5990251	United States
8283	INEOS Commercial Services UK Limited	5804677	United States
8283	INEOS Commercial Services UK Limited	5733510	United States
8283	INEOS Commercial Services UK Limited	5668228	United States
8283	INEOS Commercial Services UK Limited	5541270	United States
10060	INEOS Commercial Services UK Limited	7276564	United States
8361	INEOS Commercial Services UK Limited	5475171	United States
8426	INEOS Commercial Services UK Limited	6410659	United States

Case No.	Grantor	Registered Patent No./ Application No.	Country of Issue
8442	INEOS Commercial Services UK Limited	5674955	United States
8466	INEOS Commercial Services UK Limited	5789501	United States
8492	INEOS Commercial Services UK Limited	5714429	United States
8492	INEOS Commercial Services UK Limited	5684216	United States
8578	INEOS Commercial Services UK Limited	5929180	United States
8607	INEOS Commercial Services UK Limited	5633333	United States
8675	INEOS Commercial Services UK Limited	5922818	United States
8700	INEOS Commercial Services UK Limited	6225422	United States
8578	INEOS Commercial Services UK Limited	5928612	United States
8713	INEOS Commercial Services UK Limited	6140460	United States
9071	INEOS Commercial Services UK Limited	6258978	United States

Case No.	Grantor	Registered Patent No./ Application No.	Country of Issue
00002	INEOS Commercial Services UK Limited	Application No. 11/883162	United States
00004	INEOS Commercial Services UK Limited	Application No. 11/921268	United States
00036	INEOS Commercial Services UK Limited	Application No. 11/700954	United States
00047	INEOS Commercial Services UK Limited	Application No. 12/087406	United States
00112	INEOS Commercial Services UK Limited	Application No. 12/312963	United States
00184	INEOS Commercial Services UK Limited	Application No. 12/998254	United States
10010	INEOS Commercial Services UK Limited	7678726	United States
10013	INEOS Commercial Services UK Limited	Application No. 10/586781	United States
10059	INEOS Commercial Services UK Limited	7332549	United States
10089	INEOS Commercial Services UK Limited	Application No. 11/667466	United States
10143	INEOS Commercial Services UK Limited	7842638	United States



Case No.	Grantor	Registered Patent No./ Application No.	Country of Issue
10162	INEOS Commercial Services UK Limited	Application No. 11/662710	United States
10176	INEOS Commercial Services UK Limited	Application No. 11/660050	United States
10188	INEOS Commercial Services UK Limited	Application No. 11/884653	United States
10209	INEOS Commercial Services UK Limited	7652109	United States
10215	INEOS Commercial Services UK Limited	7807761	United States
8128	INEOS Commercial Services UK Limited	5714555	United States
8128	INEOS Commercial Services UK Limited	5714425	United States
8283	INEOS Commercial Services UK Limited	5541270	United States
	INEOS Americas LLC	5,912,387	United States
	INEOS Americas LLC	6,165,432	United States
	INEOS Americas LLC	6,207,121	United States
61320-00	INEOS USA LLC	5432152	United States
BP9059-00	INEOS USA LLC	5959134	United States
37229-00	INEOS USA LLC	6936665	United States
39043-00	INEOS USA LLC	6900281	United States
39048-00	INEOS USA LLC	6407302	United States
61317-00	INEOS USA LLC	6071863	United States
37437-00	INEOS USA LLC	7071140	United States
BP7969-00	INEOS USA LLC	7491838	United States

Case No.	Grantor	Registered Patent No./ Application No.	Country of Issue
BP9010-00	INEOS USA LLC	5703268	United States
BP9013-00	INEOS USA LLC	5629444	United States
BP9060-00	INEOS USA LLC	5840955	United States
BP9072-00	INEOS USA LLC	6296739	United States
BP9072-00	INEOS USA LLC	6793776	United States
BP9196-00	INEOS USA LLC	6326508	United States
BP9288-00	INEOS USA LLC	6780289	United States
BP9410-00	INEOS USA LLC	5869730	United States
BP9529-00	INEOS USA LLC	6107509	United States
00176	INEOS USA LLC	Application No. 12/584755	United States
50036	INEOS USA LLC	Application No. 12/484962	United States
61304-00	INEOS USA LLC	5705727	United States
29231-00	INEOS USA LLC	Application No. 08/052574	United States
31217-00	INEOS USA LLC	6458742	United States
31217-00	INEOS USA LLC	6965046	United States
35033-00	INEOS USA LLC	6201079	United States
36086-00	INEOS USA LLC	6057407	United States
37023-00	INEOS USA LLC	6147271	United States
37062-00	INEOS USA LLC	6323157	United States
37264-00	INEOS USA LLC	7319040	United States
37346-00	INEOS USA LLC	6680417	United States
37436-00	INEOS USA LLC	7348291	United States
37482-00	INEOS USA LLC	Application No. 10/548819	United States
37514-00	INEOS USA LLC	7576232	United States
38033-00	INEOS USA LLC	6548723	United States
38033-00	INEOS USA LLC	6548724	United States
39041-00	INEOS USA LLC	7250527	United States
39137-00	INEOS USA LLC	7491781	United States
39819-00	INEOS USA LLC	7133784	United States
39140-00	INEOS USA LLC	Application No. 11/365393	United States
39827-00	INEOS USA LLC	7629286	United States
50022	INEOS USA LLC	Application No. 12/734830	United States
50031	INEOS USA LLC	Application No. 12/661716	United States
50042	INEOS USA LLC	Application No. 12/661705	United States
50047	INEOS USA LLC	Application No. 12/661720	United States
50056	INEOS USA LLC	Application No. 12/931964	United States

<b>Case No.</b>	<b>Grantor</b>	<b>Registered Patent No./ Application No.</b>	<b>Country of Issue</b>
50060	INEOS USA LLC	Application No. 13/065134	United States
61310-00	INEOS USA LLC	5625105	United States
61312-00	INEOS USA LLC	5659100	United States
BP7584-00	INEOS USA LLC	6238574	United States
BP9197-00	INEOS USA LLC	6843890	United States
BP9237-00	INEOS USA LLC	5840648	United States
BP9458-01	INEOS USA LLC	6204407	United States
BP9458-02	INEOS USA LLC	6982342	United States
BP9543-01	INEOS USA LLC	7211674	United States
00117	INEOS USA LLC	Application No. 12/449387	United States

**Patent Applications**

None.

## II. Trademarks

Grantor	Registered Trademark	Reg. No.	Country of Registration
INEOS Manufacturing Belgium NV	ELTEX	1074796	United States
INEOS Americas LLC	GAS/SPEC	1,331,425	United States
INEOS Americas LLC	GAS/SPEC	1,331,486	United States
INEOS Americas LLC	CS-1	2,676,955	United States
INEOS Americas LLC	CS-PLUS	2,668,507	United States
INEOS Americas LLC	CS-2000	2,676,953	United States
INEOS Americas LLC	SS	2,682,756	United States
INEOS Americas LLC	SS-3	2,682,757	United States
INEOS Americas LLC	TG-10	2,676,954	United States

Grantor	Registered Trademark	Reg. No.	Country of Registration
INEOS USA LLC	BAREX	2236567	United States
INEOS USA LLC	BAREX	926607	United States
INEOS USA LLC	DURASYN	1967373	United States
INEOS USA LLC	INDOPOL	436150	United States
INEOS USA LLC	PANALANE	1507660	United States
INEOS USA LLC	SILKFLO	1941812	United States

## Trademark Applications

None.