

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314702

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CITIBANK, N.A.		08/17/2014	National Association:
RECEIVING PARTY DATA			
Name:	Lyondell Chemical Properties, L.P.		
Street Address:	1221 McKinney Street		
Internal Address:	Suite 700		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77010		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1301087	T-HYDRO	
Registration Number:	1314158	TEBOL	
Registration Number:	2302182	MPDIOL	
CORRESPONDENCE DATA			
Fax Number:	7133094631		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7133097550		
Email:	legal-ip@lyondellbasell.com		
Correspondent Name:	LyondellBasell		
Address Line 1:	1221 McKinney Street		
Address Line 2:	Legal IP Department		
Address Line 4:	Houston, TEXAS 77010		
ATTORNEY DOCKET NUMBER:	CITI_LCPROPERTIES TM		
NAME OF SUBMITTER:	Jason P. Sander		
SIGNATURE:	/Jason P. Sander/		
DATE SIGNED:	08/20/2014		
Total Attachments: 4			
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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST ("Release"), is made and effective as of ~~AVAU SA 17~~ 2014 and granted by CITIBANK, N.A. (the "Collateral Agent"), as administrative agent and collateral agent for the secured parties under the Credit Agreement referred to below (the "Secured Parties"), in favor of LYONDELL CHEMICAL PROPERTIES, L.P. a Delaware limited partnership ("Lyondell") as grantor.

WHEREAS, LYONDELLBASELL INDUSTRIES N.V., a *naamloze vennootschap* (a public limited liability company) formed under the laws of The Netherlands, the borrowers party thereto, each lender party thereto from time to time, the other parties thereto and the Collateral Agent entered into that certain Senior Secured Asset-Based Credit Agreement, dated as of April 8, 2010 (the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Grantors delivered to the Collateral Agent (i) that certain Security Agreement, dated as of April 30, 2010, made by and among the Grantors and the Collateral Agent (the "Master Security Agreement") and (ii) those certain Patent Security Agreements, Trademark Security Agreements and Copyright Security Agreements, each dated as of April 30, 2010, made by and among the applicable Grantors and the Collateral Agent (together with the Master Security Agreement, the "Security Agreements");

WHEREAS, capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Master Security Agreement;

WHEREAS, pursuant the Security Agreements, each Grantor pledged and granted to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of such Grantor in, to and under the IP Collateral (as defined in the October 2013 Release (as defined below));

WHEREAS, the Collateral Agent executed the Release of Intellectual Property Security Interest dated as of October 18, 2013 (the "October 2013 Release") in order to evidence the release of any right, title and interest the Collateral Agent and the Secured Parties may have had in the IP Collateral; and

WHEREAS, the Grantors have requested that the Collateral Agent enter into this Release in order to accomplish and evidence the release and reassignment of any and all right, title and interest the Collateral Agent and the Secured Parties may have in the Additional IP Collateral (as defined herein) pursuant to the Security Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby states as follows:

1. Definition. The term "Additional IP Collateral", as used herein, shall mean all of each Grantor's right, title and interest of every kind and nature as of the date hereof in the following Intellectual Property: all trademarks, service marks, and applications for trademark or service mark set forth in the Annex hereto (collectively, the "Additional IP Collateral").

2. Release of Security Interest. The Collateral Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, terminates, releases and discharges its security interest in and to the Additional IP Collateral, and all other right, title, and interest in and to the Additional IP Collateral and reassigns to the Grantors any and all such right, title and interest that it may have in the Additional IP Collateral.

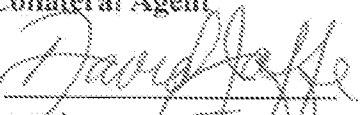
3. Further Assurances. The Collateral Agent agrees to execute, acknowledge, procure and deliver to the Grantors any and all further documents or instruments and do any and all further acts that the Grantors (or their respective agents, designees or assignees) reasonably request in order to confirm, effectuate or record this Release and the Grantors' (or their assignees') right, title and interest in and to the Additional IP Collateral.

4. Governing Law. This Release shall be construed in accordance with and governed by the law of the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CITIBANK, N.A.
as Collateral Agent

By: 
Name: David Jaffe
Title: Vice President

ANNEX

TRADEMARKS AND SERVICE MARKS

- 1) UNITED STATES TRADEMARK REGISTRATION NUMBER 1,301,087 FOR T-HYDRO;
- 2) UNITED STATES TRADEMARK REGISTRATION NUMBER 1,314,158 FOR TEBOL; AND
- 3) UNITED STATES TRADEMARK REGISTRATION NUMBER 2,302,182 FOR MPDIOL.