

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM314717

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BANK OF AMERICA, N.A.		08/19/2014	National Association:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lyondell Chemical Properties, L.P.		
<b>Street Address:</b>	1221 McKinney Street		
<b>Internal Address:</b>	Suite 700		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77010		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1301087	T-HYDRO	
<b>Registration Number:</b>	1314158	TEBOL	
<b>Registration Number:</b>	2302182	MPDIOL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	7133097550		
<b>Email:</b>	legal-ip@lyondellbasell.com		
<b>Correspondent Name:</b>	LyondellBasell		
<b>Address Line 1:</b>	1221 McKinney Street		
<b>Address Line 2:</b>	Legal IP Department		
<b>Address Line 4:</b>	Houston, TEXAS 77010		
<b>ATTORNEY DOCKET NUMBER:</b>	BOA_LCPROPERTIES TM		
<b>NAME OF SUBMITTER:</b>	Jason P. Sander		
<b>SIGNATURE:</b>	/Jason P. Sander/		
<b>DATE SIGNED:</b>	08/20/2014		
<b>Total Attachments: 4</b>			
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## RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST ("**Release**"), is made and effective as of August 19, 2014 and granted by BANK OF AMERICA, 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 ("**LBINV**"), Lyondell, each lender party thereto from time to time and the Collateral Agent entered into that certain Amended and Restated Credit Agreement dated as of March 30, 2011 (the "**Amended and Restated Credit Agreement**");

WHEREAS, the Amended and Restated Credit Agreement amended and restated that certain Credit Agreement, dated as of April 8, 2010, among LBINV, Lyondell, UBS AG, Stamford Branch as administrative agent and collateral agent (the "**Prior Collateral Agent**") and the other parties thereto from time to time;

WHEREAS, pursuant to that certain Successor Agent Agreement, dated as of March 4, 2011, among the Prior Collateral Agent, the Collateral Agent, Lyondell and the other parties thereto from time to time, the Prior Collateral assigned, and the Collateral Agent assumed, all rights and responsibilities as administrative agent and collateral agent under 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 herein); 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 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 "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 Intellectual Property including the following (collectively, the "IP Collateral"):

(a) any and all patents and patent applications;

(b) any and all trademarks and service marks, including any and all trademarks, service marks, and applications for trademark or service mark set forth in the Annex hereto; and

(c) any and all copyrights and copyright applications.

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 IP Collateral, and all other right, title, and interest in and to the IP Collateral and reassigns to the Grantors any and all such right, title and interest that it may have in the 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 which 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 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.

BANK OF AMERICA, N.A. as  
Collateral Agent

By: Darren Bielawski  
Name: Darren Bielawski  
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.

Annex C