

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM339197

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STYROLUTION AMERICA LLC		04/21/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	BARCLAYS BANK PLC, AS SECURITY AGENT		
Street Address:	5 THE NORTH COLONNADE		
City:	LONDON		
State/Country:	UNITED KINGDOM		
Postal Code:	E14 4BB		
Entity Type:	PLC: UNITED KINGDOM		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3951996	CLEARBLEND	
Registration Number:	0891126	NAS	
Registration Number:	1449140	ZYLAR	
CORRESPONDENCE DATA			
Fax Number:	8668265420		
<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:	301-638-0511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		
ATTORNEY DOCKET NUMBER:	CRS1-40065		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		
SIGNATURE:	/pja/		
DATE SIGNED:	04/23/2015		
Total Attachments: 11 source=40065#page1.tif			

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 21, 2015 (this "**Agreement**"), among STYROLUTION AMERICA LLC, a Delaware limited liability company, and STYROLUTION US HOLDING LLC, a Delaware limited liability company, and any Additional Grantors (as defined therein) (each of the foregoing, a "**Grantor**," and collectively, the "**Grantors**"), and BARCLAYS BANK PLC, as Security Agent for the Secured Parties (the "**Security Agent**").

RECITALS:

- i. Whereas, reference is made to that certain second lien PIK toggle loan agreement (the "**Second Lien PIK Toggle Loan Agreement**") dated as of November 7, 2014, among STYROLUTION GROUP GMBH and STYROLUTION US HOLDING LLC (as Borrowers and Guarantors), the other Guarantors from time to time party thereto, the Lenders from time to time party thereto and BARCLAYS BANK PLC, as Administrative Agent and Security Agent.
- ii. Whereas, reference is made to that certain intercreditor agreement (the "**Intercreditor Agreement**") dated as of November 7, 2014, among, *in alias*, STYROLUTION GROUP GMBH, as the Company, STYROLUTION BETEILIGUNGS GMBH, as the Original Subordinated Creditor and BARCLAYS BANK PLC, as Administrative Agent and Security Agent.
- iii. The Grantors are party to a Second Lien Security Agreement, dated as of February 5, 2015, in favor of the Security Agent (as it may from time to time be amended, modified or supplemented, the "**Security Agreement**"), pursuant to which the Grantors are required to execute and deliver this Agreement.
- iv. In consideration of the mutual conditions and agreements set forth in the Intercreditor Agreement, the Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1 Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2 Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Secured Obligations, each Grantor hereby pledges, assigns, transfers and grants to the Security Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and

interest in, to and under all Intellectual Property Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.

"Intellectual Property Collateral" means each Grantor's right, title and interest in, to and under:

- (a) all Copyrights and exclusive Copyright Licenses to which it is a party, including those referred to on Schedule I hereto;
- (b) all Patents to which it is a party, including those referred to on Schedule II hereto; and
- (c) all Trademarks to which it is a party, including those referred to on Schedule III hereto.

Section 4 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event will the Collateral include and no Grantor will be deemed to have granted a Security Interest in any of its right, title or interest in any Intellectual Property if the grant of such Security Interest constitutes or results in the abandonment of, invalidation of or rendering unenforceable any of its right, title or interest therein.

Section 5 Security Agreement

The security interest granted pursuant to this Agreement is granted in furtherance of the security interest granted to the Security Agent pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest granted by them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 6 Governing Law

THIS AGREEMENT, AND ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW.

[Remainder of page intentionally left blank]

In witness whereof, each Grantor has caused this Second Lien Intellectual Property Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above

STYROLUTION AMERICA LLC, as Grantor

By: [Signature]
Name: DIRK ARNELOFF AS ATTORNEY
Title:

By: [Signature]
Name: Dr. A. Frankenberg
Title: As Attorney

STYROLUTION US HOLDING, LLC, as Grantor

By: [Signature]
Name: DIRK ARNELOFF AS ATTORNEY
Title:

By: [Signature]
Name: Dr. A. Frankenberg
Title: As Attorney

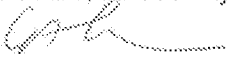
[Signature Page -- Second Lien Intellectual Property Security Agreement]

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ACCEPTED AND AGREED:

BARCLAYS BANK PLC, as Security Agent

By:


Name: Christine Aharonian
Title: Vice President

[Signature Page -- Second Lien Intellectual Property Security Agreement]

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TRADEMARK
REEL: 005503 FRAME: 0165

**SCHEDULE I TO THE SECOND LIEN INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

COPYRIGHT REGISTRATIONS

(A) REGISTERED COPYRIGHTS

Grantor	Title	Reg. No. or Appln. No.	Date
NONE			

(B) COPYRIGHT APPLICATIONS

Grantor	Title	Reg. No. or Appln. No.	Date
NONE			

(C) COPYRIGHT LICENSES

Grantor	Copyright(s) Licensed	Name of Agreement	Parties	Date
NONE				

**SCHEDULE II TO THE SECOND LIEN INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

PATENT REGISTRATIONS

(A) REGISTERED PATENTS

Grantor	Title	Reg. No. or Appl. No.	Date	Country
STYROLUTION AMERICA LLC	Impact Modified Styrenic Polymers with Improved Stress Crack Properties	2,754,923	02/24/2010	Canada
STYROLUTION AMERICA LLC	Impact Modified Styrenic Polymers with Improved Stress Crack Properties	314777	10/30/2013	Mexico
STYROLUTION AMERICA LLC	Impact Modified Styrenic Polymers with Improved Stress Crack Properties	8,697,794	04/15/2014	United States
STYROLUTION AMERICA LLC	Tetrafunctional Initiator	6,166,099	12/26/2000	United States
STYROLUTION AMERICA LLC	Tetrafunctional Initiator	6,274,641	08/14/2001	United States
STYROLUTION AMERICA LLC	Tetrafunctional Initiator	6,433,092	08/13/2002	United States
STYROLUTION AMERICA LLC	Tetrafunctional Initiator	6,608,141	08/19/2003	United States
STYROLUTION AMERICA LLC	Tetrafunctional Initiator	6,420,444	07/16/2002	United States
STYROLUTION AMERICA LLC	Tetrafunctional Initiator	6,476,149	11/05/2002	United States
STYROLUTION AMERICA LLC	Transparent High Impact Alloy	CA2467928C	6/29/2010	Canada
STYROLUTION AMERICA LLC ¹	Transparent High Impact Alloy	MX249254B	9/21/2007	Mexico
STYROLUTION AMERICA LLC	Transparent High Impact Alloy	6,734,247	05/11/2004	United States

¹ Petition for change of owner name to Styrolution America LLC filed with the Mexican Patent Office on 5-Apr-2013; No word yet whether the Mexican Patent Office has recognized the Petition

(B) PATENT APPLICATIONS

Grantor	Title	Reg. No. or Appln. No.	Date	Country
STYROLUTION AMERICA LLC	Impact Modified Styrenic Polymers with Improved Stress Crack Properties	PI 1006477-0	02/24/2010	Brazil
STYROLUTION AMERICA LLC ²	Impact Modified Styrenic Polymers with Improved Stress Crack Properties	10753848.0	02/24/2010	EPO
STYROLUTION AMERICA LLC	Impact Modified Styrenic Polymers with Improved Stress Crack Properties	12106493.5	02/24/2010	Hong Kong
STYROLUTION AMERICA LLC	Impact Modified Styrenic Polymers with Improved Stress Crack Properties	3730/KOLNP/2011	02/24/2010	India

² Instructions to change name from INEOS Styrenics LLC submitted on 10/31/14

Grantor	Title	Reg. No. or Appln. No.	Date	Country
STYROLUTION AMERICA LLC	Monovinyl Aromatic Polymer Compositions with a Novel Combination of Stiffness and Stress Crack Resistance	BR1120120221710	02/18/2011	Brazil
STYROLUTION AMERICA LLC	Monovinyl Aromatic Polymer Compositions with a Novel Combination of Stiffness and Stress Crack Resistance	2,791,854	02/18/2011	Canada
STYROLUTION AMERICA LLC	Monovinyl Aromatic Polymer Compositions with a Novel Combination of Stiffness and Stress Crack Resistance	11753777.9	02/18/2011	EPO
STYROLUTION AMERICA LLC	Monovinyl Aromatic Polymer Compositions with a Novel Combination of Stiffness and Stress Crack Resistance	2888/KOLNP/2012	02/18/2011	India

Grantor	Title	Reg. No. or Appln. No.	Date	Country
STYROLUTION AMERICA LLC	Monovinyl Aromatic Polymer Compositions with a Novel Combination of Stiffness and Stress Crack Resistance	MX/a/2012/010054	02/18/2011	Mexico

(C) PATENT LICENSES

Grantor	Patent(s) Licensed	Name of Agreement	Parties	Date
NONE				

**SCHEDULE III TO THE SECOND LIEN INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

(A) REGISTERED TRADEMARKS

Grantor	Title	Reg. No. or Appl. No.	Date	Country
STYROLUTION AMERICA LLC	CLEARBLEND	TMA856642	7/31/2013	Canada
STYROLUTION AMERICA LLC	CLEARBLEND	1046480	7/21/2010	International Register
STYROLUTION AMERICA LLC	CLEARBLEND	3,951,996	4/26/2011	United States
STYROLUTION AMERICA LLC	NAS	552697	7/2/1993	Australia
STYROLUTION AMERICA LLC	NAS	396,066	3/20/1992	Canada
STYROLUTION AMERICA LLC	NAS	2878/92	3/27/1991	Hong Kong
STYROLUTION AMERICA LLC	NAS	411092	1/23/1992	Mexico
STYROLUTION AMERICA LLC	NAS	208175	4/19/1995	New Zealand
STYROLUTION AMERICA LLC	NAS	S/4426/91	4/30/1991	Singapore
STYROLUTION AMERICA LLC	NAS	535217		Taiwan
STYROLUTION AMERICA LLC	NAS	891,126	5/19/1970	United States
STYROLUTION AMERICA LLC	ZYLAR	551989	10/18/1995	Australia
STYROLUTION AMERICA LLC	ZYLAR	TMA425,456	3/25/1994	Canada
STYROLUTION AMERICA LLC	ZYLAR	2514898	3/31/1993	Japan
STYROLUTION AMERICA LLC	ZYLAR	513445	2/1/1991	Taiwan

Grantor	Title	Reg. No. or Appln. No.	Date	Country
STYROLUTION AMERICA LLC	ZYLAR	1,449,140	7/28/1987	United States

(B) TRADEMARK APPLICATIONS

Grantor	Title	Reg. No. or Appln. No.	Date	Country
NONE				

(C) TRADEMARK LICENSES

Grantor	Trademark(s) Licensed	Name of Agreement	Parties	Date
NONE				