

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
Resolution Performance Products LLC		01/24/2005	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	General ELeCtric Capital Corporation
Street Address:	335 Madison Avenue
Internal Address:	Attn: RPP Account Officer
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	747425	CARDURA
Registration Number:	570404	EPIKOTE
Registration Number:	2024235	EPIKURE
Registration Number:	534577	EPI-REZ
Registration Number:	641951	EPI-REZ
Registration Number:	1197554	EPON
Registration Number:	625682	EPON
Registration Number:	611978	EPON CURING AGENT
Registration Number:	1444691	EPON HPT
Registration Number:	1192680	EPONEX
Registration Number:	720158	EPONOL
Registration Number:	1009790	HELOXY
Registration Number:	2743497	RESOLUTION

CH \$415.00 747425

Registration Number:	1723117	VEOVA
Serial Number:	75783329	NEW GEN
Serial Number:	78009629	RESOLUTION

CORRESPONDENCE DATA

Fax Number: (404)572-5149
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404.572.2461
Email: dcorey@kslaw.com
Correspondent Name: King & Spalding LLP
Address Line 1: 191 Peachtree Street
Address Line 2: Attn: Deborah Corey
Address Line 4: Atlanta, GEORGIA 30303

NAME OF SUBMITTER:	Deborah Corey
Signature:	/Deborah Corey/
Date:	01/24/2005

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of January 24, 2005, by RESOLUTION PERFORMANCE PRODUCTS LLC, a Delaware limited liability company ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Collateral Agent for Secured Creditors(in such capacity, "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to the Bank Credit Agreement and the Note Credit Documents, each as defined in that certain Security Agreement dated as of November 14, 2000, and amended and restated as of April 9, 2003, as amended as of December 22, 2003, and as further amended and restated as of the Second Restatement Effective Date (as defined therein), among Grantor, Collateral Agent, and the other persons signatory thereto (including all annexes, exhibits or schedules thereto, as amended, supplemented or otherwise modified from time to time, the "US Security Agreement"), Secured Creditors have made, or agreed to make, loans and have extended, or agreed to extend, other financial accommodations to the Grantor;

WHEREAS, pursuant to the US Security Agreement, Grantor is required to execute and deliver to Collateral Agent, for itself and the benefit of Secured Creditors, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the US Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Collateral Agent, on behalf of itself and Secured Creditors, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(c) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and Secured Creditors, pursuant to the US Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the US Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Mark	Serial No.	Registration No.
CARDURA	144546	747425
EPIKOTE	71629822	570404
EPIKURE	74444730	2024235
EPI-REZ	71555061	534577
EPI-REZ	72009030	641951
EPON	73257740	1197554
EPON	71693727	625682
EPON CURING AGENT	71668932	611978
EPON HPT	73627410	1444691
EPONEX	73232524	1192680
EPONOL	72107216	720158
HELOXY	73028420	1009790
NEW GEN	75783329	
RESOLUTION	78009629	
RESOLUTION	76238388	2743497
VEOVA	74251218	1723117