

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
Solutia, Inc.		03/17/2010	CORPORATION: DELAWARE
CP Films Inc.		03/17/2010	CORPORATION: DELAWARE
Flexsys America L.P.		03/17/2010	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank Trust Company Americas, as Collateral Agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 93

Property Type	Number	Word Mark
Registration Number:	3087896	ADVANCED SOLUTIONS FOR GLASS
Registration Number:	3095950	ADVANCED SOLUTIONS FOR GLASS
Registration Number:	3107159	ADVANCED SOLUTIONS FOR GLASS
Registration Number:	2754208	ATI
Registration Number:	3493142	AXCESS
Registration Number:	2440971	BREAK-IN PROTECTION
Registration Number:	571402	BUTVAR
Registration Number:	2792179	CLEARLES
Registration Number:	2498735	CLEARFIL
Registration Number:	2503446	CPFILMS
Registration Number:	1527603	DURALINK
Registration Number:	2939976	FLECTOL

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Registration Number:	2985168	FLEXSYS
Registration Number:	2985169	FLEXSYS
Registration Number:	1894494	FORMULAONE PERFORMANCE AUTOMOTIVE FILM
Registration Number:	1208135	GILA
Registration Number:	2979000	GILA
Registration Number:	3463324	GILA
Registration Number:	2749640	GILA
Registration Number:	571615	H B-4 0
Registration Number:	1865124	HPR
Registration Number:	2168828	KEEPSAFE
Registration Number:	2150082	KEEP SAFE
Registration Number:	2562496	KEEPSAFE
Registration Number:	2586376	KEEPSAFE
Registration Number:	2602297	KEEPSAFE GLASS
Registration Number:	2636609	KEEPSAFE GLASS
Registration Number:	2533835	KEEPSAFE GLASS
Registration Number:	2487353	KEEPSAFE MAXIMUM GLASS
Registration Number:	2369263	KEEPSAFE MAXIMUM
Registration Number:	3164757	KOOL-LITE
Registration Number:	1089700	LLUMAR
Registration Number:	3489659	LLUMAR
Registration Number:	734399	MCS
Registration Number:	3194853	MEMORIES LIKE THIS... SHOULDN'T FADE
Registration Number:	1185305	PERKACIT
Registration Number:	723746	PHOSGARD
Registration Number:	3080634	PINNACLE
Registration Number:	1874669	PLATINUM PLUS
Registration Number:	2863030	QDI
Registration Number:	2869946	Q-BLACK
Registration Number:	2860487	Q-FLEX
Registration Number:	3336183	RAYFLECT
Registration Number:	1456537	SAFLEX
Registration Number:	382673	SAFLEX
Registration Number:	3706513	SAFLEX
Registration Number:	2828280	SAFLEX

Registration Number:	1771453	SAFLEX
Registration Number:	1665470	SAFLEX OPTICOLOR
Registration Number:	508622	SANTOCURE
Registration Number:	345036	SANTOFLEX
Registration Number:	936401	SANTOGARD
Registration Number:	1813280	SANTOSOL
Registration Number:	3720202	SANTOTAC
Registration Number:	1943166	SANTOTAC MRS
Registration Number:	3212484	SANTOTAC MRS
Registration Number:	396299	SANTOWAX
Registration Number:	1004648	SANTOWEB
Registration Number:	3299196	SIDELIGHT SOLUTIONS
Registration Number:	510769	SKYDROL
Registration Number:	2257957	SKYDROL
Registration Number:	2259954	SKYKLEEN
Registration Number:	2257958	SKYKLEEN
Registration Number:	2482655	SOLUTIA
Registration Number:	2578953	SOLUTIA
Registration Number:	2938465	SOLUTIA
Registration Number:	2725140	SOLUTIA
Registration Number:	3021281	SOLUTIA
Registration Number:	3060563	SOLUTIA
Registration Number:	3139872	SOLUTIA
Registration Number:	2578976	SOLUTIA
Registration Number:	3029580	SOLUTIA
Registration Number:	2725147	SOLUTIA
Registration Number:	3021282	SOLUTIA
Registration Number:	3066238	SOLUTIONS FOR A BETTER LIFE
Registration Number:	2769745	SOLUTIONS FOR A BETTER LIFE
Registration Number:	3493143	SOLUTIONS FOR IMPROVED PERFORMANCE
Registration Number:	3455192	SOUND PRO
Registration Number:	2276564	SPECTRASELECT
Registration Number:	406066	SULFASAN
Registration Number:	1632070	T
Registration Number:	828722	TETRATHAL

Registration Number:	748052	THERMINOL
Registration Number:	2727620	TLC TOTAL LIFECYCLE CARE
Registration Number:	3690654	TLC TOTAL LIFECYCLE CARE
Registration Number:	2971165	VANCEVA
Registration Number:	2896087	VANCEVA
Registration Number:	3080063	VANCEVA
Registration Number:	2896162	VANCEVA
Registration Number:	2765413	VANCEVA
Registration Number:	2122616	VISTA
Registration Number:	874109	VOCOL
Serial Number:	77921449	FLEXSYS

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	342682
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	04/07/2010

Total Attachments: 10
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement") dated as of March 17, 2010 between SOLUTIA INC., a Delaware corporation, located at 575 Maryville Centre Drive, St. Louis, Missouri 63141 (the "Borrower"), CPFILMS INC., a Delaware corporation, located at 4210 The Great Road, Fieldale, Virginia 24089 ("CPFilms"), and FLEXSYS AMERICA L.P. ("Flexsys"), a Delaware limited partnership, located at 260 Springside Drive, P.O. Box 5444, Akron, Ohio 44333-04444 (Borrower, CPFilms, and Flexsys, collectively, the "Grantors"), in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, located at 60 Wall Street, New York, New York 10005, as collateral agent (in such capacity, together with its successors in such capacity, the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

RECITALS

A. The Borrower, the Collateral Agent, Deutsche Bank Trust Company Americas, as administrative agent (in such capacity and together with any successors in such capacity, the "Administrative Agent") for the Lenders (as defined herein), the lending institutions from time to time party thereto (the "Lenders") and the other parties thereto have entered into that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), providing for the making of Loans to the Borrower pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement.

B. The Borrower, CPFilms and Flexsys will receive substantial benefits from the execution, delivery and performance of the obligations of the Borrower under the Credit Agreement and, therefore, the Borrower, CPFilms, Flexsys, certain other subsidiaries of the Borrower, and the Collateral Agent have entered into that certain Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), which Security Agreement has been given by each Grantor (and the other grantors party thereto) in favor of the Collateral Agent for the benefit of the Secured Parties to secure the payment and performance of all of the Obligations.

C. Pursuant to the Security Agreement, the Grantors are required to give this Agreement in favor of the Collateral Agent for the benefit of the Secured Parties to secure payment and performance of all of the Obligations.

NOW THEREFORE, in consideration of the foregoing and other benefits accruing to the Grantors, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree as follows:

SECTION 1. *Security Agreement Defined Terms.* Capitalized terms used but not otherwise defined herein that are defined in or incorporated by reference into the Security Agreement shall have the meanings given to them in, or incorporated by reference into, the Security Agreement.

SECTION 2. *Grant of Security Interest in Trademark Collateral.* As collateral security for the payment and performance in full of all the Obligations, each Grantor hereby pledges and grants to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in and to all of the right, title and interest of such Grantor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (collectively, the “Trademark Collateral”): all United States, state, and foreign trademarks, service marks, slogans, logos, certification marks, trade dress, Internet domain names, corporate names, trade names, and other source or business identifiers, whether registered or unregistered (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), together with any and all (i) registrations and applications for any of the foregoing, including the United States registrations and applications listed on Schedule I hereto, (ii) goodwill connected with the use thereof and symbolized thereby, (iii) rights arising under applicable law with respect to the use of any of the foregoing, (iv) renewals thereof and amendments thereto, (v) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof and (vi) rights to sue for past, present and future infringements, dilutions or other violations thereof. Notwithstanding the foregoing, there shall be no lien on or security interest granted by the Grantors in any Trademark application that is filed on an “intent-to-use” basis until such time as a statement of use has been filed and duly accepted by the United States Patent and Trademark Office.

SECTION 3. *Security Agreement.* The liens and security interests granted pursuant to this Agreement are granted in conjunction with the liens and security interests granted to the Collateral Agent pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.


SECTION 4. *Governing Law.* THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute a single contract and shall become effective as of the date hereof. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission (e.g., “PDF” or “tif” via e-mail) shall be effective as delivery of a manually executed counterpart hereof.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor hereto has duly executed this Agreement as of the day and year first above written.

SOLUTIA INC.

By 

Name: James M. Sullivan

Title: Executive Vice President, Chief Financial Officer and Treasurer


ACKNOWLEDGMENT OF GRANTOR

STATE OF Missouri)
) ss.
COUNTY OF St. Louis)

On this 17 day of March, 2010 before me personally appeared James M. Sullivan, and James M. Sullivan proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of the Grantor[s], who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



ELIZABETH REID
My Commission Expires
October 29, 2011
St. Louis County
Commission #07334850



Notary Public

{seal}

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	App/Reg No.	Owner
ADVANCED SOLUTIONS FOR GLASS	3087896	SOLUTIA INC.
ADVANCED SOLUTIONS FOR GLASS	3095950	SOLUTIA INC.
ADVANCED SOLUTIONS FOR GLASS	3107159	SOLUTIA INC.
ATI & Design	2754208	SOLUTIA INC.
AXCESS	3493142	CPFILMS INC.
BREAK-IN PROTECTION	2440971	SOLUTIA INC.
BUTVAR	571402	SOLUTIA INC.
CLEARLES	2792179*	CPFILMS INC.
CLEARFIL	2498735	CPFILMS INC.
CPFILMS (and Design)	2503446	CPFILMS INC.
DURALINK	1527603	FLEXSYS AMERICA L.P.
FLECTOL	2939976	FLEXSYS AMERICA L.P.
FLEXSYS	2985168	FLEXSYS AMERICA L.P.
FLEXSYS & DEVICE	2985169	FLEXSYS AMERICA L.P.
FORMULAONE PERFORMANCE AUTOMOTIVE FILM	1894494	CPFILMS INC.
GILA	1208135	CPFILMS INC.
GILA	2979000	CPFILMS INC.
GILA	3463324	CPFILMS INC.
GILA AND DESIGN	2749640	CPFILMS INC.
HB-40	571615	SOLUTIA INC.
HPR	1865124	CPFILMS INC.
KEEPSAFE	2168828	SOLUTIA INC.
KEEPSAFE	2150082*	SOLUTIA INC.
KEEPSAFE	2562496*	SOLUTIA INC.
KEEPSAFE	2586376*	SOLUTIA INC.
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KEEPSAFE MAXIMUM	2369263	SOLUTIA INC.
KOOL-LITE	3164757	CPFILMS INC.
LLUMAR	1089700	SOLUTIA INC.
LLUMAR & Design	3489659	SOLUTIA INC.
MCS	734399	SOLUTIA INC.

MEMORIES LIKE THIS SHOULD'N'T FADE	3194853	CPFILMS INC.
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SKYKLEEN	2257958	SOLUTIA INC.
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SOLUTIA	2938465	SOLUTIA INC.
SOLUTIA	2725140	SOLUTIA INC.
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SOLUTIA (and Design)	2725147	SOLUTIA INC.
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SOLUTIONS FOR A BETTER LIFE	3066238	SOLUTIA INC.

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VANCEVA	2971165	SOLUTIA INC.
VANCEVA	2896087	SOLUTIA INC.
VANCEVA and Design	3080063	SOLUTIA INC.
VANCEVA (and Design)	2896162*	SOLUTIA INC.
VANCEVA (and Design)	2765413*	SOLUTIA INC.
VISTA (and Design)	2122616	CPFILMS INC.
VOCOL	874109	FLEXSYS AMERICA L.P.
FLEXSYS (and Design)	77/921449	FLEXSYS AMERICA L.P.

* Solutia does not intend to renew these trademark registrations and will allow them to lapse in the ordinary course of business.