

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
POLYONE CORPORATION		12/21/2011	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	One Bryant Park
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 91

Property Type	Number	Word Mark
Registration Number:	2808010	AQUAMIX
Serial Number:	85292176	ASSURE
Registration Number:	3571244	BEYOND POLYMERS. BETTER BUSINESS SOLUTIONS.
Registration Number:	2116269	BRIGHT TIGER
Registration Number:	2169531	COMPETE
Registration Number:	3905485	COMPLETE
Registration Number:	2217670	DISPENSEMASTER
Serial Number:	85292160	DOMINION
Registration Number:	2465535	DURACAP
Registration Number:	1689042	DYNAFLEX
Registration Number:	2506216	DYNALLOY
Registration Number:	3677135	DYNALLOY OBC
Registration Number:	3262607	ECCOH
Registration Number:	4032264	ECOLUTION

CH \$2290.00 2808010

Registration Number:	1704022	ECOVINYL
Registration Number:	2065402	EDGEGL0
Registration Number:	2324354	EDGETEK
Registration Number:	1449682	ELASTALLOY
Registration Number:	2570587	ELASTAMAX
Registration Number:	3925331	EPIC
Registration Number:	2207656	FASTMARK
Registration Number:	3462316	FIBERLOC
Registration Number:	3330377	FIRECON
Registration Number:	0979670	FREEZ DRI
Registration Number:	3222779	FREEZ DRI
Registration Number:	2207223	GENESIS
Registration Number:	0407523	GEON
Registration Number:	2964176	GEON
Registration Number:	2766682	GLS
Registration Number:	2766683	GLS
Registration Number:	2853771	GRAVI-TECH
Registration Number:	2308456	HI-PRO II
Registration Number:	2025742	HTE
Registration Number:	3565629	LUBRIONE
Registration Number:	2211101	LUNA CLEAR
Registration Number:	2123304	MATCHMAKER
Registration Number:	2768856	MAXBATCH
Registration Number:	1978675	MAXXAM
Registration Number:	1683548	MULTI-PURGE
Registration Number:	3313866	
Registration Number:	2224279	NITEBRITE
Registration Number:	1285688	NOVABLEND
Registration Number:	2324355	NYMAX
Registration Number:	2978815	ONCALL
Registration Number:	2968398	ONCAP
Registration Number:	2968397	ONCOLOR
Registration Number:	3187845	ONCOLOR
Registration Number:	3274294	ONCOLOR
Registration Number:	3234158	ONFLEX

	3838539	ONFORCE LFT
Registration Number:	2169640	PENNANT WHITE
Serial Number:	85162969	PERCEPT
Registration Number:	3651954	PLANETPAK
Registration Number:	3099071	PLASTONE
Registration Number:	0351555	PLASTONE
Serial Number:	85162988	PLENSTAR
Registration Number:	2661936	POLYFOAM
Registration Number:	2463935	POLYONE
Registration Number:	2717863	POLYONE
Registration Number:	3069281	POLYONE
Registration Number:	2463947	POLYONE
Registration Number:	1866372	POLYTRON
Registration Number:	2169626	POLYWHITE
Registration Number:	2216905	PPROTINT
Registration Number:	3308844	PUT IT IN. POWER UP.
Registration Number:	3130626	QUANTUMONE
Registration Number:	3523240	REALIZE THE POTENTIAL. FEEL THE DIFFERENCE.
Registration Number:	3883971	REFLEX
Registration Number:	4002933	RESOUND
Serial Number:	85298644	SENSATION
Registration Number:	3151990	SERIESONE
Registration Number:	3179705	STAN-TONE
Registration Number:	2869638	STAT-TECH
Registration Number:	2210988	SUPERGUARD HT
Registration Number:	2774854	SYNCURE
Registration Number:	1527596	SYNPRENE
Registration Number:	2453113	TRANSFLEX
Registration Number:	3755418	TRILLIANT
Registration Number:	2511419	VERSAFLEX
Registration Number:	2451734	VERSALLOY
Registration Number:	3090585	VERSOLLAN
Registration Number:	3644250	W
Registration Number:	3644249	W
Registration Number:	3599410	W WILFLEX

	2604600	WILFLEX
Registration Number:	1734252	WILFLEX
Serial Number:	85006405	WITHSTAND
Registration Number:	2596940	ZIP
Registration Number:	2869639	LUBRI-TECH
Registration Number:	2520082	PLAST - O - MERIC
Registration Number:	1621848	PLAST-O-MERIC

**CORRESPONDENCE DATA**

Fax Number: (216)579-0212  
Phone: (216) 586-7024  
Email: dawnbrown@jonesday.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Correspondent Name: Dawn A. Brown/JONES DAY  
Address Line 1: 901 Lakeside Avenue  
Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	701213-283051
NAME OF SUBMITTER:	Dawn A. Brown
Signature:	/Dawn A. Brown/
Date:	12/28/2011

**Total Attachments: 8**  
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## Trademark Security Agreement

**Trademark Security Agreement**, dated as of December 21, 2011, by POLYONE CORPORATION (the “Pledgor”), in favor of BANK OF AMERICA, N.A., in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the “Administrative Agent”).

### WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Administrative Agent 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 Trademark Collateral. As collateral security for the payment and performance in full of all the Obligations, the Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of the Pledgor in, to and under the following Collateral, wherever located, whether now existing or hereafter arising or acquired from time to time (collectively, the “Trademark Collateral”):

(a) the registered or applied for Trademarks of the Pledgor listed on Schedule I attached hereto;

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing, including the Proceeds of any claim by the Pledgor against third parties for past, present or future (i) infringement or dilution of any Trademark, (ii) injury to the Goodwill associated with any Trademark, and (iii) right to receive license fees, royalties, and other compensation for such Trademark.

Notwithstanding anything to the contrary contained herein, the security interest created by this Trademark Security Agreement shall not extend to, and the term “Trademark Collateral” shall not include, any Excluded Property.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and

affirms that the rights and remedies of the Administrative 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 Trademark Security Agreement is deemed to be inconsistent with or in conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon payment in full of the Obligations in accordance with the provisions of the Credit Agreement and the expiration or termination of the Commitments, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of any executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.


SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor and the Administrative Agent have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

PLEDGOR:

POLYONE CORPORATION

By:   
Name: Daniel O. Bryon  
Title: Treasurer

Accepted and Agreed:

BANK OF AMERICA, N.A.,  
as Administrative Agent

By: DeWayne D. Rosse

Name:

DeWayne D. Rosse

Title:

Agency Management Officer

[Signature Page -- Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004686 FRAME: 0545**



**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**POLYONE CORPORATION**

<b>Trademark</b>	<b>Country</b>	<b>Appl. Date</b>	<b>Appl. No.</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Status</b>
AQUAMIX	US	---	---	2808010	27-Jan-2004	Granted
ASSURE	US	85/292176	11-Apr-2011	N/A	N/A	Pending
BEYOND POLYMERS. BETTER BUSINESS SOLUTIONS	US	---	---	3571244	10-Feb-2009	Granted
BRIGHT TIGER	US	---	---	2116269	25-Nov-1997	Granted
COMPETE	US	---	---	2169531	30-Jun-1998	Granted
COMPLETE	US	---	---	3905485	11-Jan-2011	Granted
DISPENSEMASTER	US	---	---	2217670	12-Jan-1999	Granted
DOMINION	US	85/292160	11-Apr-2011	N/A	N/A	Pending
DURACAP	US	---	---	2465535	03-Jul-2001	Granted
DYNAFLEX	US	---	---	1689042	26-May-1992	Granted
DYNALLOY	US	---	---	2506216	13-Nov-2001	Granted
DYNALLOY OBC	US	---	---	3677135	1-Sep-2009	Granted
ECCOH	US	---	---	3262607	10-Jul-2007	Granted
ECOLUTION	US	---	---	4032264	27-Sep-2011	Granted
ECOVINYL	US	---	---	1704022	28-Jul-1992	Granted
EDGEGL0	US	---	---	2065402	27-May-1997	Granted
EDGETEK	US	---	---	2324354	29-Feb-2000	Granted
ELASTALLOY	US	---	---	1449682	28-Jul-1987	Granted
ELASTAMAX	US	---	---	2570587	21-May-2002	Granted
EPIC	US	---	---	3925331	01-Mar-2011	Granted
FASTMARK	US	---	---	2207656	01-Dec-1998	Granted
FIBERLOC	US	---	---	3462316	08-Jul-2008	Granted

Trademark	Country	Appl. Date	Appl. No.	Reg. No.	Reg. Date	Status
FIRECON	US	---	---	3330377	06-Nov-2007	Granted
FREEZ DRI	US	---	---	0979670	26-Feb-1974	Granted
FREEZ DRI	US	---	---	3222779	27-Mar-2007	Granted
GENESIS	US	---	---	2207223	01-Dec-1998	Granted
GEON	US	---	---	0407523	06-Jun-1944	Granted
GEON	US	---	---	2964176	28-Jun-2005	Granted
GLS	US	---	---	2766682	23-Sep-2003	Granted
GLS Design	US	---	---	2766683	23-Sep-2003	Granted
GRAVI-TECH	US	---	---	2853771	15-Jun-2004	Granted
HI-PRO II	US	---	---	2308456	18-Jan-2000	Granted
HTE	US	---	---	2025742	24-Dec-1996	Granted
LUBRIONE	US	---	---	3565629	20-Jan-2009	Granted
LUNA CLEAR	US	---	---	2211101	15-Dec-1998	Granted
MATCHMAKER	US	---	---	2123304	23-Dec-1997	Granted
MAXBATCH	US	---	---	2768856	30-Sep-2003	Granted
MAXXAM	US	---	---	1978675	04-Jun-1996	Granted
MULTI-PURGE	US	---	---	1683548	21-Apr-1992	Granted
NANOBLEND Design	US	---	---	3313866	16-Oct-2007	Granted
NITEBRITE	US	---	---	2224279	16-Feb-1999	Granted
NOVABLEND	US	---	---	1285688	17-Jul-1984	Granted
NYMAX	US	---	---	2324355	29-Feb-2000	Granted
ONCALL	US	---	---	2978815	26-Jul-2005	Granted
ONCAP	US	---	---	2968398	12-Jul-2005	Granted
ONCOLOR	US	---	---	2968397	12-Jul-2005	Granted
ONCOLOR	US	---	---	3187845	19-Dec-2006	Granted
ONCOLOR	US	---	---	3274294	07-Aug-2007	Granted
ONFLEX	US	---	---	3234158	24-Apr-2007	Granted
ONFORCE LFT	US	---	---	3838539	24-Aug-2010	Granted
PENNANT WHITE	US	---	---	2169640	30-Jun-1998	Granted
PERCEPT	US	85/162969	27-Oct-2010	N/A	N/A	Pending
PLANETPAK	US	---	---	3651954	07-Jul-2009	Granted
PLASTONE	US	---	---	3099071	30-May-2006	Granted
PLASTONE	US	---	---	0351555	02-Nov-1937	Granted
PLENSTAR	US	85/162988	27-Oct-2010	N/A	N/A	Pending

Trademark	Country	Appl. Date	Appl. No.	Reg. No.	Reg. Date	Status
POLYFOAM	US	---	---	2661936	17-Dec-2002	Granted
POLYONE	US	---	---	2463935	26-Jun-2001	Granted
POLYONE	US	---	---	2717863	20-May-2003	Granted
POLYONE	US	---	---	3069281	14-Mar-2006	Granted
POLYONE	US	---	---	2463947	26-Jun-2001	Granted
POLYTRON	US	---	---	1866372	06-Dec-1994	Granted
POLYWHITE	US	---	---	2169626	30-Jun-1998	Granted
PPROTINT	US	---	---	2216905	12-Jan-1999	Granted
PUT IT IN. POWER UP.	US	---	---	3308844	09-Oct-2007	Granted
QUANTUMONE	US	---	---	3130626	15-Aug-2006	Granted
REALIZE THE POTENTIAL. FEEL THE DIFFERENCE.	US	---	---	3523240	28-Oct-2008	Granted
REFLEX	US	---	---	3883971	30-Nov-2010	Granted
RESOUND	US	---	---	4002933	26-Jul-2011	Granted
SENSATION	US	85/298644	19-Apr-2011	N/A	N/A	Pending
SERIESONE	US	---	---	3151990	03-Oct-2006	Granted
STAN-TONE	US	---	---	3179705	05-Dec-2006	Granted
STAT-TECH	US	---	---	2869638	03-Aug-2004	Granted
SUPERGUARD HT	US	---	---	2210988	15-Dec-1998	Granted
SYNCURE	US	---	---	2774854	21-Oct-2003	Granted
SYNPRENE	US	---	---	1527596	07-Mar-1989	Granted
TRANSFLEX	US	---	---	2453113	22-May-2001	Granted
TRILLIANT	US	---	---	3755418	02-Mar-2010	Granted
VERSAFLEX	US	---	---	2511419	27-Nov-2001	Granted
VERSALLOY	US	---	---	2451734	15-May-2001	Granted
VERSOLLAN	US	---	---	3090585	09-May-2006	Granted
W Black Design	US	---	---	3644250	23-Jun-2009	Granted
W Color Design	US	---	---	3644249	23-Jun-2009	Granted
W WILFLEX and Color Design	US	---	---	3599410	31-Mar-2009	Granted
WILFLEX	US	---	---	2604600	06-Aug-2002	Granted
WILFLEX (STYLIZED)	US	---	---	1734252	24-Nov-1992	Granted
WITHSTAND	US	85/006405	05-Apr-2010	N/A	N/A	Pending
ZIP	US	---	---	2596940	23-Jul-2002	Granted

Trademark	Country	Appl. Date	Appl. No.	Reg. No.	Reg. Date	Status
LUBRI-TECH	US	---	---	2869639	03-Aug-2004	Granted
PLAST-O-MERIC	US	---	---	2520082	18-Dec-2001	Granted
PLAST-O-MERIC	US	---	---	1621848	13-Nov-1990	Granted