

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
Southwall Technologies Inc.		01/31/2012	CORPORATION: 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: GERMANY

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1854671	CALIFORNIA SERIES
Registration Number:	1392171	
Registration Number:	2450560	HEAT MIRROR
Registration Number:	1826355	HEAT MIRROR
Registration Number:	2001973	SOLIS
Registration Number:	1713655	SOUTHWALL
Registration Number:	1400946	SOUTHWALL TECHNOLOGIES
Registration Number:	1385005	SOUTHWALL TECHNOLOGIES
Registration Number:	1574066	SUPERGLASS
Registration Number:	1642446	XIR
Registration Number:	1582540	XUV

CORRESPONDENCE DATA

Fax Number: (302)636-5454
 Phone: 800-927-9801 x2348

CH \$290.00 1854671

Email: jpaterso@cscinfo.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

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:	096321
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	02/14/2012

Total Attachments: 5

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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 January 31, 2012 by SOUTHWALL TECHNOLOGIES INC., a Delaware corporation, located at 575 Maryville Centre Drive, St. Louis, MO 63141 ("Southwall" and the "Grantor"), 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. SOLUTIA INC., a Delaware corporation, located at 575 Maryville Centre Drive, St. Louis, Missouri 63141 (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 March 17, 2010 (as amended by the Amendment No. 1, dated as of March 3, 2011, and as otherwise 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. Southwall will receive substantial benefits from the execution, delivery and performance of the obligations of the Borrower under the Credit Agreement and, therefore, Borrower, certain other subsidiaries of the Borrower, and the Collateral Agent have entered into that certain Security Agreement, dated as of March 17, 2010 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), which Security Agreement has been given by the 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 Grantor is 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 Grantor, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees 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, the 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 Grantor 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 Grantor hereby acknowledges and affirms 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, the Grantor hereto has duly executed this Agreement as of the day and year first above written.

SOUTHWALL TECHNOLOGIES, INC.

By: James A. Tichenor
Name: James A. Tichenor
Title: Vice President and Treasurer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS

Trademark	Reg. No. / Reg. Date	Owner
CALIFORNIA SERIES	1854671 9/20/1994	Southwall Technologies Inc.
Design Only	1392171 5/6/1986	Southwall Technologies Inc.
HEAT MIRROR	2450560 5/15/2001	Southwall Technologies Inc.
HEAT MIRROR	1826355 3/15/1994	Southwall Technologies Inc.
SOLIS	2001973 9/17/1996	Southwall Technologies Inc.
SOUTHWALL	1713655 9/8/1992	Southwall Technologies, Inc.
SOUTHWALL TECHNOLOGIES	1400946 7/15/1986	Southwall Technologies Inc.
SOUTHWALL TECHNOLOGIES	1385005 3/4/1986	Southwall Technologies Inc.
SUPERGLASS	1574066 12/26/1989	Southwall Technologies Inc.
XIR	1642446 4/23/1991	Southwall Technologies, Inc.
XUV	1582540 2/13/1990	Southwall Technologies Inc.