

### RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<b>1. Name of conveying party(ies)/Execution Date(s):</b>  <u>PolyOne Corporation</u>  Execution Date(s) <u>December 31, 2004</u> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>2. Name and address of receiving party(ies)</b> Name: <u>U.S. Bank Trust National Association</u> Internal Address: _____  Street Address: <u>100 Wall Street</u>  City: <u>New York</u> State: <u>New York</u> Country: <u>USA</u> Zip: <u>10005</u> Additional name(s) & address(es) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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<b>3. Nature of conveyance:</b> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other _____	City: <u>New York</u> State: <u>New York</u> Country: <u>USA</u> Zip: <u>10005</u> Additional name(s) & address(es) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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<b>4. Application or patent number(s):</b> A. Patent Application No.(s) <u>See Attached Sheet</u>	<input type="checkbox"/> This document is being filed together with a new application. B. Patent No.(s)  Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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<b>5. Name and address to whom correspondence concerning document should be mailed:</b> Name: <u>John H. Hornickel</u> Internal Address: <u>PolyOne Corporation</u>  Street Address: <u>33587 Walker Road</u>  City: <u>Avon Lake</u> State: <u>Ohio</u> Zip: <u>44012</u> Phone Number: <u>(440) 930-3317</u> Fax Number: <u>(440) 930-1179</u> Email Address: <u>John.Hornickel@PolyOne.com</u>	<b>6. Total number of applications and patents involved:</b> <u>41</u> <b>7. Total fee (37 CFR 1.21(h) &amp; 3.41) \$ 1640.00</b> <input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title)
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<b>8. Payment Information</b> a. Credit Card Last 4 Numbers _____ Expiration Date _____ b. Deposit Account Number <u>07-1077</u> Authorized User Name <u>John H. Hornickel</u>	<b>9. Signature:</b> <u>John H. Hornickel</u> Signature <u>17 January 2005</u> Date Name of Person Signing <u>John H. Hornickel, Reg. No. 29,393</u> Total number of pages including cover sheet, attachments, and documents: <u>8</u>
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Documents to be recorded (including cover sheet) should be faxed to (703) 306-6996, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

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## Recordation Cover Sheet -- Page 2

### Box 2.

#### Receiving Party

Angelita Pena, Individual Trustee, c/o U.S. Bank Trust National Association  
100 Wall Street  
New York, NY 10005

Individual -- USA

### Box 4.

#### Patent Application Nos.

10/506,661	60/583,827	PCT/US2004/018786
10/677,713	60/585,022	PCT/US2004/012233
10/714,006	60/605,492	PCT/US2004/023195
10/772,213	60/612,376	PCT/US2004/023203
10/782,753	60/615,278	PCT/US2004/024336
10/811,571	60/632,419	PCT/US2004/028674
10/828,976	60/633,817	PCT/US2004/032646
10/877,403	60/635,833	PCT/US2004/032650
11/001,909	60/639,661	PCT/US2004/032650
60/541,564	60/639,861	PCT/US2004/032650
60/548,069	60/639,868	PCT/US2004/035250
60/554,590	PCT/US2003/031764	PCT/US2004/037370
60/579,222	PCT/US2003/032453	PCT/US2004/037371
60/582,954	PCT/US2003/032467	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "IP Security Agreement Supplement") dated ~~December 31~~, 2004, is made by the Person listed on the signature page hereof (the "Grantor") in favor of U.S. Bank Trust National Association, as Corporate Trustee, and Angelita Pena, as Individual Trustee and, together with the Corporate Trustee, the "Collateral Trustees" for the Representatives and the Secured Holders (as defined in the Collateral Trust Agreement referred to below).

### PRELIMINARY STATEMENTS.

1. Pursuant to the Resignation and Appointment Agreement, dated as of May 1, 2003, among Grantor, Citicorp USA, Inc., State Street and U.S. Bank Trust National Association, U.S. Bank Trust National Association is the successor Corporate Trustee to State Street. PolyOne Corporation, an Ohio corporation, and certain other parties, as grantors, have entered into a Collateral Trust Agreement dated as of January 25, 2002, with the State Street Bank and Trust Company, N.A. ("State Street") (as amended, amended and restated, supplemented or otherwise modified from time to time, including, but not limited to the Amendment, Waiver and Consent No. 1, dated as of March 28, 2002, made by the Grantor and State Street, and the Amendment No. 2 to the Collateral Trust Agreement, dated as of May 6, 2003, made by the Grantor and the Collateral Trustees, collectively, the "Collateral Trust Agreement"). Terms defined in the Collateral Trust Agreement and not otherwise defined herein are used herein as defined in the Collateral Trust Agreement.

2. The Grantor and certain other Persons have executed and delivered that certain Security Agreement dated January 25, 2002 made by the Grantor and such other Persons to State Street (as amended, amended and restated, supplemented or otherwise modified from time to time, including, but not limited to, the Amended and Restated Security Agreement, dated as of May 6, 2003, made by the Grantor to the Collateral Trustees, the "Security Agreement") and that certain Intellectual Property Security Agreement dated January 25, 2002 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement").

3. Under the terms of the Security Agreement, the Grantor has granted a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor to the Collateral Trustees for the ratable benefit of the Representatives and the Secured Holders and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Confirmation of Grant of Security. The Grantor hereby grants to the Collateral Trustees for the ratable benefit of the Representatives and the Secured Holders a security interest in and to all of the Grantor's right, title and interest in and to the following (the "Additional Collateral"):

(i) The United States patents and patent applications set forth in Schedule A hereto, together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof (the "Patents");

(ii) The United States trademark and service mark registrations and applications set forth in Schedule B hereto (the "Trademarks");

(iii) The United States copyrights and copyright registrations and applications set forth in Schedule C hereto (the "Copyrights");

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

SECTION 2. Supplement to Security Agreement. Schedule V to the Security Agreement dated as of January 25, 2002, is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral. Grantor does hereby acknowledge and confirm that Schedule II of the Amended and Restated Security Agreement dated as of May 5, 2003, includes the Additional Collateral.

SECTION 3. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Secured Obligations of the Grantor.

SECTION 4. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in connection with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Trustees with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

PolyOne Corporation

By John H. Hornickel  
Name: John H. Hornickel  
Title: Assistant Secretary and I.P. Counsel

Address for Notices:  
PolyOne Corporation  
PolyOne Center  
Avon Lake, Ohio 44012

Schedule A New Patent Applications of PolyOne Corporation That Are Subject to Security Interest		
Application No.	Filing Date	Title of Patent
US2003/31764	10/2/2003	COMPATIBILIZED THERMOPLASTIC VULCANIZATE BLENDS AND THEIR MORPHOLOGY AS DETERMINED BY ATOMIC FORCE MICROSCOPY
10/677,713	10/2/2003	MOLDED PRODUCTS WITH MATTE FINISH AND METHOD OF MAKING SAME
US2003/32453	10/14/2003	APPARATUS AND METHOD OF PRODUCING CONCRETE FILLABLE WALL FORMWORK HAVING FLAT WALL SURFACES
US2003/32467	10/14/2003	APPARATUS AND METHOD OF PRODUCING CONCRETE FILLABLE WALL FORMWORK HAVING FLAT WALL SURFACES
10/714,006	11/14/2003	DOUBLE-WALLED, BLOW-MOLDED POLY(VINYL CHLORIDE) ARTICLE & METHOD OF MAKING SAME
10/772,213	2/4/2004	PROFILE-EXTRUDED POLY(VINYL CHLORIDE) ARTICLES AND METHOD OF MAKING SAME
60/541,564	2/4/2004	CATHODIC PROTECTION COMPOUNDS
10/782,753	2/23/2004	THERMOPLASTIC VULCANIZATE WITH IMPROVED SURFACE PROPERTIES
60/548,069	2/25/2004	IMPACT-MODIFIED BLENDS
60/554,590	3/19/2004	PLASTISOL COMPOSITIONS THAT ARE ESSENTIALLY FREE OF POLYVINYL HALIDES AND PHTHALATES
10/811,571	3/29/2004	METHOD OF INCREASING OUTPUT OF POLY(VINYL CHLORIDE) COMPOUNDS BLENDED FROM DRY-BLENDED POWDERS
US2004/12233	4/21/2004	DIGITALLY MAPPED FORMULAIC COLOR SPACE AND METHOD OF MAKING AND USING SAME
10/828976	4/21/2004	METHOD OF PREDICTION OF IN-VIVO POLYMER PERFORMANCE BY EXTERNAL EXPERIMENTATION
US2004/018786	6/14/2004	FLAME RETARDANT POLYOLEFIN COMPOUNDS AND THEIR USE IN SURFACE COVERINGS
60/579,222	6/14/2004	DURABLE AND LOW FRICTION THERMOPLASTIC ELASTOMER COMPOSITIONS
10/877,403	6/25/2004	THERMOPLASTIC VULCANIZATE AND ITS METHOD OF PRODUCTION
60/582,954	6/25/2004	INTUMESCENT POLYOLEFIN NANOCOMPOSITES AND THEIR USE
60/583,827	6/29/2004	COMPATIBILIZED THERMOPLASTIC ELASTOMER COMPOSITIONS
60/585,022	7/2/2004	SOIL-RESISTANT THERMOPLASTIC ELASTOMER COMPOSITIONS AND RELATED METHODS
US2004/23203	7/19/2004	CATALYST SYSTEMS FOR ELASTOMERIC COMPOSITIONS
US2004/23195	7/19/2004	IMPACT-MODIFIED BLENDS OF POLYESTER AND POLYCARBONATE

Schedule A New Patent Applications of PolyOne Corporation That Are Subject to Security Interest		
Application No.	Filing Date	Title of Patent
US2004/24336	7/28/2004	NUCLEATED THERMOPLASTIC ELASTOMER COMPOSITIONS AND RELATED METHODS
60/605,492	8/30/2004	REINFORCED THERMOPLASTIC COMPOSITIONS WITH ENHANCED PROCESSABILITY
10/506,661	9/3/2004	USE OF CALCIUM CARBONATE IN RIGID POLY(VINYL CHLORIDE) COMPOSITIONS
US2004/28674	9/3/2004	RETROREFLECTIVE POLYMERIC COMPOUNDS AND ARTICLES MADE FROM THEM
60/612,376	9/23/2004	IMPACT MODIFIED POLYAMIDE BLENDS
US2004/32650	10/1/2004	NANOCONCENTRATES CONTAINING POLYOLEFIN ELASTOMER
US2004/32646	10/1/2004	USE OF TOCOPHEROL TO SCAVENGE ACETALDEHYDE IN POLYETHYLENE TEREPHTHALATE CONTAINERS
US2004/32650	10/1/2004	NANOCLAY-CONTAINING COMPOSITES AND METHODS OF MAKING THEM
US2004/32650	10/1/2004	NANOCLAY-CONTAINING COMPOSITES AND METHODS OF MAKING THEM
60/615,278	10/1/2004	USE OF CATHODIC PROTECTION COMPOUNDS ON TREATED METAL ARTICLES
US2004/35250	10/22/2004	CATHODIC PROTECTION COATINGS CONTAINING CARBONACEOUS CONDUCTIVE MEDIA
US2004/37371	11/10/2004	DISPERSIONS OF INHERENTLY CONDUCTIVE POLYMER IN NON-IONIC WATERBORNE POLYMERS
US2004/37370	11/10/2004	ELECTROSTATIC DISSIPATIVE PLASTISOLS
11/001,909	12/2/2004	FOAMABLE POLYVINYL CHLORIDE COMPOUND TOLERANT OF HIGH HEAT CONDITIONS
60/632,419	12/3/2004	COLOR CONCENTRATE CARRIER FOR POLYESTER BOTTLES
60/633,817	12/7/2004	ACOUSTIC SURFACES MADE FROM NANOCOMPOSITES
60/635,833	12/14/2004	USE OF BISMUTH OXIDES FOR LASER MARKINGS IN THERMOPLASTIC POLYURETHANE COMPOUNDS
60/639,661	12/28/2004	LIGHTLY COLORED CATHODIC PROTECTION COMPOUNDS
60/639,861	12/28/2004	BLENDS OF NANOCOMPOSITES AND THEIR USE
60/639,868	12/28/2004	USE OF LIGNOSULFONIC ACID-GRAFTED POLYANILINE AS A DISPERSION AGENT FOR NANOMETRIC CARBONACEOUS MATERIAL

<b>Schedule B</b>		
<b>New Mark Applications of PolyOne That Are Subject to Security Interest</b>		
<b>Mark</b>	<b>Filing Date</b>	<b>Application No.</b>
BERGAMID	2-Feb-04	78360865
GEON	14-May-04	78418896
PLASTONE	14-May-04	78419033
POLYONE	14-May-04	78419002
QUANTUMONE	19-Feb-04	78370417
SERIESONE	7-Dec-04	78528293
WILSON	14-May-04	78418878
<b>Mark*</b>	<b>Reg. Date</b>	<b>Registration No.</b>
STAN-TONE (Stylized)	6/21/1949	511127
SYNCURE	10/21/2003	2774854

\*These registered marks are restored following releases due to anticipated divestitures that did not occur.

**Schedule C  
None to Report**