Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
OMNOVA Solutions Inc.	05/22/2007

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	120 S. LaSalle Street
Internal Address:	8th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603

PROPERTY NUMBERS Total: 64

Property Type	Number
Patent Number:	6881778
Patent Number:	6617033
Patent Number:	6875389
Patent Number:	6793861
Patent Number:	6660828
Patent Number:	7087710
Patent Number:	7022801
Patent Number:	6890469
Patent Number:	6887550
Patent Number:	7045213
Patent Number:	7105231
Patent Number:	6855775
Patent Number:	6676877
Patent Number:	6884056
	DATENT

PATENT REEL: 019353 FRAME: 0566

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Patent Number:	6720076
Patent Number:	6863981
Patent Number:	7029759
Patent Number:	6849682
Patent Number:	6871898
Patent Number:	4788008
Patent Number:	5674951
Patent Number:	6034005
Patent Number:	6686051
Patent Number:	6579966
Patent Number:	6755907
Patent Number:	6987153
Patent Number:	4816314
Patent Number:	6673889
Patent Number:	6962966
Patent Number:	6972317
Patent Number:	6727344
Patent Number:	6927276
Patent Number:	6414070
Patent Number:	6861134
Application Number:	10966528
Application Number:	10492572
Application Number:	10878862
Application Number:	10427740
Application Number:	10530772
Application Number:	10550435
Application Number:	10510074
Application Number:	10760992
Application Number:	10536175
Application Number:	10534264
Application Number:	10536301
Application Number:	10534219
Application Number:	10721004
Application Number:	10836358
Application Number:	10512002

10565402
10586197
10565606
11352786
11256238
11448619
60800647
60918426
60832793
60817854
60834244
60831648
60903981
10774187
11011024

CORRESPONDENCE DATA

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Address Line 2: Latham & Watkins LLP

Address Line 4: Chicago, ILLINOIS 60606-6401

ATTORNEY DOCKET NUMBER:	035909-0004
NAME OF SUBMITTER:	Zeynep Gieseke

Total Attachments: 7

source=Patent Security Agreement#page1.tif source=Patent Security Agreement#page2.tif source=Patent Security Agreement#page3.tif source=Patent Security Agreement#page4.tif source=Patent Security Agreement#page5.tif source=Patent Security Agreement#page6.tif source=Patent Security Agreement#page7.tif

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of May 22, 2007, by OMNOVA SOLUTIONS INC., an Ohio corporation ("Grantor"), in favor of JPMorgan Chase Bank, N.A., a national banking association, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof by and among Grantor, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Amended and Restated Credit Agreement"), Lenders have agreed to make Loans and to incur Letter of Credit obligations for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit obligations as provided for in the Amended and Restated Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Amended and Restated Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Amended and Restated Security Agreement");

WHEREAS, pursuant to the Amended and Restated Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Patent 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. <u>DEFINED TERMS</u>. The following terms shall have the following respective meanings:

"<u>Patent License</u>" means rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Patent.

"Patents" means all of the following now owned or hereafter existing or adopted or acquired by Grantor: (a) any patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Schedule 1 annexed hereto, (b) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, (c) all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and (d) the right to sue for past, present and future infringements of any of the foregoing.

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All other capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Amended and Restated Credit Agreement.

- 2. <u>GRANT OF SECURITY INTEREST IN PATENT COLLATERAL</u>. Grantor hereby grants to Agent a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "<u>Patent Collateral</u>"), whether presently existing or hereafter created or acquired:
- (a) each Patent and Patent application, including, without limitation, each Patent and Patent application referred to in <u>Schedule 1</u> annexed hereto, together with any reissues, continuations or extensions thereof;
- (b) each Patent License, including, without limitation, each Patent License listed on Schedule 1 annexed hereto; and
- (c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent, including, without limitation, any Patent referred to in <u>Schedule 1</u> annexed hereto, any Patent issued pursuant to a Patent application referred to in <u>Schedule 1</u> and any Patent licensed under any Patent License listed on <u>Schedule 1</u> annexed hereto;
- 3. <u>AMENDED AND RESTATED SECURITY AGREEMENT</u>. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Amended and Restated Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Amended and Restated Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Page Follows]

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IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer as of the date first set forth above.

OMNOVA SOLUTIONS INC., as Grantor

	By: M. E. Hicks Name: Michael E. Hicks Title: Senior VP and Chief Financial Officer
ACCEPTED AND ACKNOWLEDGED BY:	
JPMORGAN CHASE BANK, N.A., as Agent	
By:	
Name:	
T:41.	

Title:_____

REEL: 019353 FRAME: 0571

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer as of the date first set forth above.

OMNOVA SOLUTIONS INC., as Grantor

By:	
Name:	
Title:	

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A., as Agent

Name: David A. Lenner
Title: Vice President

REEL: 019353 FRAME: 0572

Schedule 1

to Patent Security Agreement

See attached.

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DOCKET NO.	APPLICATION NO.	APPLICATION NO. APPLICATION DATE	PATENT NO.	GRANT DATE	TITLE
Active Patents					
0-005260USPZFC	10/325055	12/19/2002	6881778	4/19/2005	DOLYVINAL BUCHOL CODOL AMED CO
0-005330USJF	09/614953	7/12/2000	6617033	9/9/2003	METHOD FOR IN-MOI D COATING A B
0-005330USJFD1	10/137981	5/2/2002	6875389	4/5/2005	METHOD FOR IN-MOLD COATING A P
0-005330USJFP	09/974644	10/9/2001	6793861	9/21/2004	OPTIMIZATION OF IN-MOLD COATIN
0-005360USXF	09/855053	5/14/2001	6660828	12/9/2003	A FLUORINATED SHORT CARBON ATO
0-005360USXFPC	10/882738	6/30/2004	7087710	8/8/2006	POLYMERIC SURFACTANTS DERIVED
0-005360USXFPD	10/657056	9/5/2003	7022801	4/4/2006	POLYMERIC SURFACTANTS DERIVED
0-005410USJF	10/045481	10/22/2001	6890469	5/10/2005	SELECTIVELY CONTROLLING IN-MOL
0-005410USJFP1	10/136877	5/1/2002	6887550	5/3/2005	REMOVABLE DEFINED FLANGE FOR I
0-005410USJFP2	10/152132	5/20/2002	7045213	5/16/2006	IN-MOLD COATING INJECTION INLE
0-005410USJFP3	10/150128	5/16/2002	7105231	9/12/2006	IN-MOLD COATING BARRIER FOR A
0-005420USXF	10/015734	12/13/2001	6855775	2/15/2005	POLYMERIC BLOCKS OF AN OXETANE
0-005440USJF	10/116069	4/3/2002	6676877	1/13/2004	MOLD RUNNER FOR PREVENTION OF
0-005440USJFC	10/755421	1/12/2004	6884056	4/26/2005	MOLD RUNNER FOR PREVENTION OF
0-005470USJF	10/160576	5/31/2002	6720076	4/13/2004	IN-MOLD PRIMER COATING FOR THE
0-005480USJF	10/161125	5/31/2002	6863981	3/8/2005	IN-MOLD APPEARANCE COATINGS FO
0-010111USDF	10/262547	9/30/2002	7029759	4/18/2006	HALOGEN-CONTAINING VINYL POLYM
0-010113USDF	10/262544	9/30/2002	6849682	2/1/2005	VOC CONTAINMENT COATING, METHO
0-010280USFZF	10/679944	10/6/2003	6871898	3/29/2005	SOFT COVER FOR VEHICLES AND PR
00GT2840	07/034976	4/6/1987	4788008	11/29/1988	FLAME RETARDANT VINYLIDENE CHL
00GT4121	8/510686	8/3/1995	5674951	10/7/1997	ABRASION-RESISTANT AND LOW FRI
00GT4341	08/945544	4/18/1996	6034005	3/7/2000	NONWOVEN FABRIC OF NON-CELLULO
00GT4683	09/698554	10/27/2000	6686051	2/3/2004	CURED POLYESTERS CONTAINING FL
00GT4687	10/294942	11/14/2002	6579966	6/17/2003	CURED POLYESTERS CONTAINING FL
00G15101	09/464174	12/16/1999	6755907	6/29/2004	GYPSUM WALLBOARD
00GT5143	10/854690	5/26/2004	6987153	1/17/2006	LATEX BINDER FOR NONWOVEN FIBE
00GT5190	06/915644	10/6/1986	4816314	3/28/1989	RELEASE MEDIUM FOR USE IN THE
00GT5201	09/397715	9/16/1999	6673889	1/6/2004	RADIATION CURABLE COATING CONT
00GT5241	09/727637	12/1/2000	6962966	11/8/2005	MONOHYDRIC POLYFLUOROOXETANE O
00GT5244	10/108916	3/28/2002	6972317	12/6/2005	A MONOHYDRIC POLYFLUOROOXETANE
00GT5245	10/108318	3/28/2002	6727344	4/27/2004	A MONOHYDRIC POLYFLUOROOXETANE
00GT5247	10/316412	12/11/2002	6927276	8/9/2005	MONOHYDRIC POLYFLUOROOXETANE O
00GT5270	09/521457	3/8/2000	6414070	7/2/2002	FLAME RESISTANT POLYOLEFIN COM
00GT5350	09/824612	4/2/2001	6861134	3/1/2005	RETROFLECTIVE ARTICLES OF NANO

RECORDED: 05/30/2007

DOCKET NO.	APPLICATION NO.	APPLICATION DATE	TITLE
Active Patent			
<u>Applications</u>			
0-004684USXC	10/966528	10/15/2004	METHOD OF MAKING AN EASILY OLE
0-004685USLFN	10/492572	3/5/2003	COATINGS DERIVED FROM POLYESTE
0-005101USSC	10/878862	6/28/2004	GYPSUM WALLBOARD
0-005430USFFP	10/427740	4/30/2003	HIGHLY DURABLE, COATED FABRICS
0-010121USJZFN	10/530772	4/7/2005	DISPENSE AND CONTROL APPARATUS
0-010165USJZFN	10/550435	9/20/2005	IN-MOLD COATING IN MULTIPLE IN
0-010197USWZFN	10/510074	6/17/2006	WALL LINING (MAGPIE)
0-010250USJZF	10/760992	1/20/2004	MODELING METHOD AND PROGRAM FO
0-010259USJZFN	10/536175	5/20/2005	
0-010261USJZFN	10/534264	11/14/2005	PRESSURE AND TEMPERATURE GUIDA
0-010263USJZFN	10/536301	5/20/2005	METHOD FOR MODIFYING EXISTING
0-010264USJZFN	10/534219	5/8/2005	QUALITY ASSURANCE METHOD FOR I
0-010265USJZF	10/721004	11/24/2003	BUSINESS METHOD FOR A PRICING
0-010289USJF	10/836358	4/30/2004	METHOD AND SYSTEM FOR IN-MOLD
0-010302USWZFN	10/512002	12/28/2004	CAMOUFLAGE COVERING (HAWK)
0-010335USJZFN	10/565402	1/23/2006	BASE-COAT IN-MOLD COATING
0-010424USSZ2FN	10/586197	7/14/2006	BINDER COMPOSITIONS
0-010527USWZFN	10/565606	1/23/2006	CAMOUFLAGE COVERING, HAWK 2
0-010528USPZF	11/352786	2/13/2006	LATEX COMPOSITIONS
0-010562USWZ2F	11/256238	10/21/2005	MOISTURE TRANSMISSIVE LAMINATE
0-010585USXZF	11/448619	6/7/2006	CATIONIC SURFACTANTS
0-010669USDZ	60/800647	5/16/2006	CAMOUFLAGED OBJECT
0-010697USXZ2	60/918426	3/16/2007	FLUORINATED MACROMOLECULES AND
0-010706USXZ	60/832793	7/24/2006	MACROMONOMERS INCLUDING PENDAN
0-010716USLZ	60/817854	6/30/2006	COATING COMPOSITIONS AND RELAT
0-010716USLZ2	60/834244	7/28/2006	COATING COMPOSITIONS AND RELAT
0-010721USSZ	60/831648	6/18/2006	AQUEOUS FLOOR POLISHING COMPOS
0-010721USSZ2	60/903981	2/28/2007	AQUEOUS FLOOR POLISHING COMPOS
00GT4688	10/774187	2/5/2004	FLUORINATED POLYMER AND AMINE
00G15106	11/011024	12/13/2004	POLYMERIC LATEXES WITH HIGH MU