

**PATENT ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Great Lakes Synergy Corporation	01/02/2008
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	PolyOne Corporation
<b>Street Address:</b>	33587 Walker Road
<b>City:</b>	Avon Lake
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44012
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	7056971
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(440)930-1179
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	440-930-3317
<b>Email:</b>	John.Hornickel@PolyOne.com
<b>Correspondent Name:</b>	John H. Hornickel
<b>Address Line 1:</b>	33587 Walker Road
<b>Address Line 2:</b>	B-418 Law Dept.
<b>Address Line 4:</b>	Avon Lake, OHIO 44012
<b>ATTORNEY DOCKET NUMBER:</b>	GREAT LAKES PAT -> P1
<b>NAME OF SUBMITTER:</b>	John H. Hornickel

Total Attachments: 16  
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## PATENT ASSIGNMENT

This PATENT ASSIGNMENT is entered into as of January 2, 2008 (the "Assignment"), by and among Great Lakes Synergy Corporation, an Illinois corporation (the "Assignor"), and PolyOne Corporation, an Ohio corporation (the "Assignee").

WHEREAS, Assignor, formerly known as "GLS Corporation" as evidenced by the document attached as Schedule A, owns the patents and patent applications set forth on the attached Schedule B (the "Patents");

WHEREAS, Assignor and Assignee are parties to a certain Stock Purchase Agreement dated as of November 14, 2007 (the "Stock Purchase Agreement"); and

WHEREAS, in connection with the Stock Purchase Agreement, Assignor has agreed to transfer the Patents to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. Assignment of Rights. The Assignor hereby transfers and assigns to the Assignee all of its right, title and interest in and to the Patents for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made including without limitation whatever rights assigned by the inventor(s) to Assignor or permitted by law that were previously assigned in connection with the respective previous assignments of the Patents, and, except as specified to the contrary in the Stock Purchase Agreement, all income, royalties, damages or payments due or payable as of the Effective Date or thereafter related to any of the foregoing, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as owner of the Patents and issue any and all patents issued thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

2. Further Assurances. Assignor shall provide to Assignee, its successors, assigns or other legal representatives reasonable cooperation and assistance at Assignee's request and expense in connection with the implementation, perfection and/or recording of this Assignment.

3. Stock Purchase Agreement. The parties hereby specifically incorporate by reference all of the representations, warranties and indemnifications, subject to all of the conditions and limitations, applicable to the Patents in the Stock Purchase Agreement. This Assignment is subject to the Stock Purchase Agreement. Neither the making nor the acceptance of this Assignment, nor any provision hereof, shall enlarge, restrict or otherwise modify the provisions of the Stock Purchase Agreement or the rights and obligations of the parties thereunder, or constitute a waiver or release by any of the parties to the Stock Purchase Agreement of any liabilities, duties or obligations imposed upon any party thereunder.

4. Parties in Interest. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Entire Agreement. This Assignment, together with the Stock Purchase Agreement and all other agreements entered into in connection therewith, contain the entire agreement of the parties hereto with respect to the subject matter hereof and thereof and supersede all prior understandings and agreements of the parties with respect thereto. This Assignment may not be amended except by the written agreement of the parties hereto.

6. Governing Law. This Assignment shall be construed and interpreted in accordance with the laws of the State of New York without regard to its provisions concerning conflicts of laws, choice of law, choice of forum, or principles that might otherwise refer construction or interpretation of this Assignment to the substantive law of another jurisdiction. Each party also irrevocably and unconditionally consents to the service of any process, pleadings, notices, or other papers in a manner permitted by the notice provisions of the Stock Purchase Agreement.

7. Waivers. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Assignment shall not prevent a subsequent act that would have originally constituted a violation, from having the effect of an original violation.

8. Severability; Enforcement. If the application of any one or more of the provisions of this Assignment shall be unlawful under applicable law and regulation, then the parties will attempt in good faith to make such alternative arrangements as may be legally permissible and which carry out as nearly as practicable the terms of this Assignment. Should any portion of this Assignment be deemed to be unenforceable by a court of competent jurisdiction, the remaining portion hereof shall remain unaffected and be interpreted as if such unenforceable portions were initially deleted.

9. Execution in Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this Patent Assignment on the date first written.

**GREAT LAKES SYNERGY CORPORATION**

By: 

Name: Steven L. Dehmlow

Title: Chairman and CEO

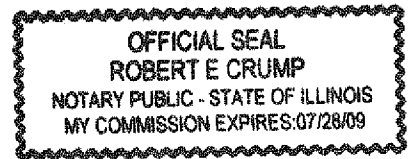
STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF COOK )

On this 1 day of January, 2008 before me Steven L. Dehmlow known to me to be Chairman and CEO of **GREAT LAKES SYNERGY CORPORATION**, who acknowledged that he/she signed this instrument as a free act on behalf of **GREAT LAKES SYNERGY CORPORATION**.



Notary Public:

My commission expires:



POLYONE CORPORATION

By: [Handwritten Signature]  
Name: John L. Rastetter  
Title: Treasurer

STATE OF OHIO )  
 ) SS:  
COUNTY OF LORAIN )

On this 27<sup>th</sup> day of December, 2007 personally appeared before me John L. Rastetter known to me to be the Treasurer of POLYONE CORPORATION who acknowledged that he/she signed this instrument as a free act on behalf of POLYONE CORPORATION.

[Handwritten Signature]  
Notary Public: DEANNE P. KELLEY  
My commission expires: September 4, 2011

**SCHEDULE A**

**Evidence of Name Change of  
"GLS Corporation" to "Great Lakes Synergy Corporation"**

COPY

FORM **BCA 10.30R** (rev. Dec. 2003)  
ARTICLES OF AMENDMENT  
RESTATED ARTICLES  
OF INCORPORATION  
Business Corporation Act

Jesse White, Secretary of State  
Department of Business Services  
Springfield, IL 62756  
Telephone (217) 782-1832  
http://www.cyberdriveillinois.com

Remit payment in the form of a  
check or money order payable  
to the Secretary of State.



Doc#: 0401339190  
Eugene "Gene" Moore Fee: \$38.50  
Cook County Recorder of Deeds  
Date: 01/13/2004 04:31 PM Pg: 1 of 8

**FILED**

**DEC 17 2003**

JESSE WHITE  
SECRETARY OF STATE

File # 2677-109-9 Filing Fee: \$150.00 Approved:

Submit in duplicate Type or Print clearly in black ink Do not write above this line

1. CORPORATE NAME: GLS Corporation (Note 1)

2. MANNER OF ADOPTION OF AMENDMENT:

The following amendment of the Articles of Incorporation was adopted on December 16,  
(Month & Day)  
2003 in the manner indicated below. ("X" one box only)  
(Year)

- By a majority of the incorporators, provided no directors were named in the articles of incorporation and no directors have been elected; (Note 2)
- By a majority of the board of directors, in accordance with Section 10.10, the corporation having issued no shares as of the time of adoption of this amendment; (Note 2)
- By a majority of the board of directors, in accordance with Section 10.15, shares having been issued but shareholder action not being required for the adoption of the amendment; (Note 3)
- By the shareholders, in accordance with Section 10.20, a resolution of the board of directors having been duly adopted and submitted to the shareholders. At a meeting of shareholders, not less than the minimum number of votes required by statute and by the articles of incorporation were voted in favor of the amendment; (Note 4)
- By the shareholders, in accordance with Sections 10.20 and 7.10, a resolution of the board of directors having been duly adopted and submitted to the shareholders. A consent in writing has been signed by shareholders having not less than the minimum number of votes required by statute and by the articles of incorporation. Shareholders who have not consented in writing have been given notice in accordance with Section 7.10; (Notes 4 & 5)
- By the shareholders, in accordance with Sections 10.20 and 7.10, a resolution of the board of directors having been duly adopted and submitted to the shareholders. A consent in writing has been signed by all the shareholders entitled to vote on this amendment. (Note 5)



3(a) List all provisions of the restated articles of incorporation that amend the existing articles of incorporation:

A copy of the restated articles of incorporation reflecting all amendments to the existing articles of incorporation is attached as Exhibit A.

3(b) Text of the Restated Articles of Incorporation: (Note 6)  
(Attach additional pages if extra space is needed.)

See Exhibit A for the text of the restated articles of incorporation.

4. The manner, if not set forth in Article 3b, in which any exchange, reclassification or cancellation of issued shares, or a reduction of the number of authorized shares of any class below the number of issued shares of that class, provided for or effected by this amendment, is as follows: *(If not applicable, insert "No change")*

As of the date of the filing of the restated articles, the holders of each issued and outstanding share of the corporation (each, an "Existing Share") will receive (a) 1 share of Class A Common Stock and (b) 100 shares of Class B Common Stock in exchange for each Existing Share and all Existing Shares shall be immediately cancelled by the corporation.

5. (a) The manner, if not set forth in Article 3b, in which said amendment effects a change in the amount of paid-in capital (Paid-in capital replaces the terms Stated Capital and Paid-in Surplus and is equal to the total of these accounts) is as follows: *(If not applicable, insert "No change")*

No change.

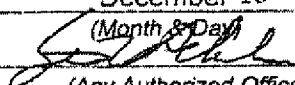
(b) The amount of paid-in capital (Paid-in Capital replaces the terms Stated Capital and Paid-in Surplus and is equal to the total of these accounts) as changed by this amendment is as follows: *(If not applicable, insert "No change")* (Note 7)

	Before Amendment	After Amendment
Paid-in Capital	\$ <u>111,291</u>	\$ <u>111,291</u>

(Complete either Item 6 or 7 below. All signatures must be in **BLACK INK**.)

6. The undersigned corporation has caused these articles to be signed by a duly authorized officer who affirms, under penalties of perjury, that the facts stated herein are true.

Dated December 16, 2003 GLS Corporation  
(Month & Day) (Year) (Exact Name of Corporation at date of execution)

  
(Any Authorized Officer's Signature)  
Steven L. Dehmlow, President  
(Type or Print Name and Title)

7. If amendment is authorized pursuant to Section 10.10 by the incorporators, the incorporators must sign below, and type or print name and title.

OR

If amendment is authorized by the directors pursuant to Section 10.10 and there are no officers, then a majority of the directors or such directors as may be designated by the board, must sign below, and type or print name and title.

The undersigned affirms, under the penalties of perjury, that the facts stated herein are true.

Dated \_\_\_\_\_, \_\_\_\_\_  
(Month & Day) (Year)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**AMENDED & RESTATED  
ARTICLES OF INCORPORATION  
OF  
GLS CORPORATION  
(With Amendments and Restatements)**

Pursuant to the provisions of the Illinois Business Corporation Act, GLS Corporation, an Illinois corporation (the "Corporation"), hereby adopts these Restated Articles of Incorporation (the "Restated Articles"), which accurately reflect the original Articles of Incorporation and all amendments thereto that are in effect to date (collectively, the "Original Articles") and as further amended by such Restated Articles as hereinafter set forth and which contain no other change in any provision thereof.

**ARTICLE ONE**

The Corporation was incorporated in the State of Illinois on September 20, 1940 under the name Great Lakes Solvents, Inc. On January 3, 1961 the Articles of Incorporation were amended so that the name of the Corporation was changed to Great Lakes Terminal & Transport Corporation. On September 21, 1993 the Corporation amended the Articles of Incorporation to change its name to the current name of GLS Corporation. As of the date of filing of these Restated Articles, the registered office of the Corporation in the State of Illinois is 723 W. Algonquin Rd., Arlington Heights, Illinois 60005, County of Cook and the registered agent is Nancy Dehmlow.

**ARTICLE TWO**

The Original Articles of the Corporation are amended by these Restated Articles as follows:

- (a) *Article One* is amended by new *Article One* to change the name of the Corporation to Great Lakes Synergy Corporation;
- (b) *Article Two* is restated as new *Article Two* regarding the registered address and agent of the Corporation;
- (c) *Article Three* is restated as new *Article Three* regarding the perpetual duration of the Corporation;
- (d) *Article Four* is deleted in its entirety and amended and restated as new *Article Four* providing that the purpose or purposes of the Corporation is to engage in all acts and activities for which a corporation may be incorporated under the Business Corporation Act of the State of Illinois, as amended;
- (e) *Article Five* is deleted in its entirety and amended and restated as new *Article Five* to provide for two class of common stock of the Corporation with identical rights, privileges and preferences, except for voting;

(f) *Articles Six* is deleted in its entirety and amended and restated as new *Article Six* to provide for majority shareholder approval of certain significant corporate actions;

(g) *Article Seven* is deleted in its entirety and amended and restated as new *Article Seven* to provide for indemnification; and,

(h) *Article Eight* is deleted in its entirety.

### ARTICLE THREE

Each such amendment, restatement and addition made by these Restated Articles has been effected in conformity with the provisions of the Illinois Business Corporation Act, and these Restated Articles and each such amendment, restatement and addition made by these Restated Articles were duly adopted and approved by the shareholders of the Corporation as of December \_\_\_\_, 2003.

### ARTICLE FOUR

The number of shares of capital stock of the Corporation outstanding at the time of the adoption of the Restated Articles was 1112.912 shares of common stock. The number of shares entitled to vote on the Restated Articles was 1112.912 shares

### ARTICLE FIVE

The holders of all of the issued and outstanding shares of common stock of the Corporation entitled to vote on the foregoing amendments unanimously approved and adopted the amendments.

### ARTICLE SIX

The Original Articles are hereby superseded by the following Restated Articles, which accurately copy the entire text thereof as amended as set forth above:

*[Remainder of page intentionally left blank.]*

AMENDED & RESTATED  
ARTICLES OF INCORPORATION  
OF  
GREAT LAKES SYNERGY, INC.

Article One  
(Amended and Restated)

The name of the corporation is Great Lakes Synergy Corporation.

Article Two  
(Restated)

The address of the corporation's registered office in the State of Illinois is 723 W. Algonquin Rd., Arlington Heights, Illinois 60005, County of Cook and the registered agent is Nancy Dehmlow.

Article Three  
(Restated)

The duration of the corporation is: Perpetual.

Article Four  
(Amended and Restated)

The purpose or purposes for which the corporation is organized are: To engage in any and all acts or activities for which a corporation may be incorporated under the Business Corporation Act of the State of Illinois, as amended.

Article Five  
(Amended and Restated)

Paragraph 1: The aggregate number of shares which the corporation is authorized to issue is 505,000 divided into two (2) classes. The designation of each class, the number of shares of each class and the par value, if any, of the shares of each class are as follows:

Class	Number of Shares Authorized	Par Value Per Share (if any)
Class A Common Stock	5,000	\$100.00 per share
Class B Common Stock	500,000	no par value per share

Paragraph 2: The preferences, qualifications, limitations, restrictions and the special or relative rights in respect of the shares of each class are:

The two classes of common stock of the Corporation have identical preferences, qualifications, limitations, restrictions and rights except that, to the extent permitted under the

Business Corporation Act of the State of Illinois, the right to vote shall be vested exclusively in the holders of shares of Class A Common Stock. Each holder of Class A Common Stock shall have one vote for each share of Class A Common Stock held by him, her or it with respect to every matter coming before any meeting of, or otherwise acted upon by, the stockholders of the corporation including, without limitation, the election of the directors of the Corporation. If any matter requires the vote of the holders of the Class B Common Stock under the Business Corporation Act of the State of Illinois or other applicable law, then, with respect to such matter, each holder of Class B Common Stock shall have one vote for each share of Class B Common Stock held by him, her or it and the holders of the Class A Common Stock and Class B Common Stock shall vote together as a single class, except as to matters reserved by law for vote only by one class or the other.

Article Six  
(Amended and Restated)

Each of the following matters when submitted to shareholder vote pursuant to the requirements of the Business Corporation Act of 1983, as amended from time to time, or any successor statute, shall require for its adoption, approval or authorization, as the case may be, the affirmative vote of the holders of at least a majority of the total outstanding shares entitled to vote on the matter and, if applicable, the affirmative vote of the holders of at least a majority of the outstanding shares entitled to vote on the matter:

- (a) A proposed amendment to these Articles of Incorporation;
- (b) A plan of merger, consolidation or exchange;
- (c) A sale, lease, exchange, or other disposition of all, or substantially all of, the property and assets, with or without the good will of the corporation, if not made in the usual and regular course of business, and the determination of, or authorization of the board of directors to determine, any or all of the terms and conditions thereof and the consideration to be received by the corporation therefor; and
- (d) A resolution to voluntarily dissolve the corporation.

Article Seven  
(Amended and Restated)

No director of the corporation shall be liable to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, except for liability; (i) for any breach of the director's duty of loyalty to the corporation or its shareholders; (ii) for acts and omissions not in good faith or that involve intentional misconduct or a knowing violation of law; (iii) under Section 8.65 of the Business Corporation Act of the State of Illinois or any successor provision; or (iv) for any transaction from which the director derived an improper personal benefit. Any repeal or modification of this Article Seven shall not adversely affect any right or protection of a director of

the corporation existing under these articles of incorporation with respect to any act or omission occurring prior to such repeal or modification.

**SCHEDULE B****Great Lakes Synergy Corporation (fka GLS Corporation)  
U.S. AND FOREIGN PATENTS AND PATENT APPLICATIONS**

No.	Title	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date
1.	Essentially gas-impermeable thermoplastic elastomer	US	10/074070	02/12/02	7056971	06/06/2006
2.	Injection-moldable transparent thermoplastic elastomer	US	10/428685	05/02/03	6984688	01/10/2006
3.	Removable seal of essentially gas-impermeable thermoplastic elastomer	EP	20020717423	02/12/02	---	---
4.	Removable seal of essentially gas-impermeable thermoplastic elastomer	CA	20022436170	02/12/02	---	---
5.	Removable seal of essentially gas-impermeable thermoplastic elastomer	WO	PCT/US2002/004226	02/12/02	---	---
6.	Injection-moldable transparent thermoplastic elastomer	WO	PCT/US2004/012840	04/26/04	----	----
7.	Injection-moldable transparent thermoplastic elastomer	CA	20042521430	04/26/04	----	----
8.	Injection-moldable transparent thermoplastic elastomer	BE	EP20040750671	04/26/04	EP1629045 B1	05/30/2007
9.	Injection-moldable transparent thermoplastic elastomer	BG	EP20040750671	04/26/04	EP1629045 B1	05/30/2007
10.	Injection-moldable transparent thermoplastic elastomer	CY	EP20040750671	04/26/04	EP1629045 B1	05/30/2007
11.	Injection-moldable transparent thermoplastic elastomer	CZ	EP20040750671	04/26/04	EP1629045 B1	05/30/2007



No.	Title	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date
12.	Injection-moldable transparent thermoplastic elastomer	DE	EP20040750671	04/26/04	EP1629045 B1	05/30/2007
13.	Injection-moldable transparent thermoplastic elastomer	DK	EP20040750671	04/26/04	EP1629045 B1	05/30/2007
14.	Injection-moldable transparent thermoplastic elastomer	EE	EP20040750671	04/26/04	EP1629045 B1	05/30/2007
15.	Injection-moldable transparent thermoplastic elastomer	FR	EP20040750671	04/26/04	EP1629045 B1	05/30/2007
16.	Injection-moldable transparent thermoplastic elastomer	GB	EP20040750671	04/26/04	EP1629045 B1	05/30/2007
17.	Injection-moldable transparent thermoplastic elastomer	GR	EP20040750671	04/26/04	EP1629045 B1	05/30/2007
18.	Injection-moldable transparent thermoplastic elastomer	HU	EP20040750671	04/26/04	EP1629045 B1	05/30/2007
19.	Injection-moldable transparent thermoplastic elastomer	IE	EP20040750671	04/26/04	EP1629045 B1	05/30/2007
20.	Injection-moldable transparent thermoplastic elastomer	IT	EP20040750671	04/26/04	EP1629045 B1	05/30/2007
21.	Injection-moldable transparent thermoplastic elastomer	LU	EP20040750671	04/26/04	EP1629045 B1	05/30/2007
22.	Injection-moldable transparent thermoplastic elastomer	MC	EP20040750671	04/26/04	EP1629045 B1	05/30/2007
23.	Injection-moldable transparent thermoplastic elastomer	PT	EP20040750671	04/26/04	EP1629045 B1	05/30/2007
24.	Injection-moldable transparent thermoplastic elastomer	RO	EP20040750671	04/26/04	EP1629045 B1	05/30/2007
25.	Injection-moldable transparent thermoplastic elastomer	SI	EP20040750671	04/26/04	EP1629045 B1	05/30/2007

No.	Title	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date
26.	Injection-moldable transparent thermoplastic elastomer	SK	EP20040750671	04/26/04	EP1629045 B1	05/30/2007
27.	Injection-moldable transparent thermoplastic elastomer	TR	EP20040750671	04/26/04	EP1629045 B1	05/30/2007

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