

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ABL Patent Security Agreement

CONVEYING PARTY DATA

Name	Execution Date
Solutia Inc.	12/12/2008

RECEIVING PARTY DATA

Name:	Citibank, N.A.
Street Address:	2 Penn's Way
City:	New Castle
State/Country:	DELAWARE
Postal Code:	19720

PROPERTY NUMBERS Total: 9

Property Type	Number
Application Number:	12113167
Application Number:	61056260
Application Number:	12146410
Application Number:	12021293
Application Number:	12208301
Application Number:	12209780
Application Number:	12209194
Patent Number:	7348062
Patent Number:	7399525

CORRESPONDENCE DATA

Fax Number: (917)777-4104

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212)735-3000

Email: kellie.weilbrenner@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom

Address Line 1: Four Times Square

PATENT

REEL: 022043 FRAME: 0539

500743797

CH \$360.00 12113167

Address Line 2:	Attn: Jennifer Ward
Address Line 4:	New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	525360/1037
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NAME OF SUBMITTER:	Jennifer Ward
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Total Attachments: 4
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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement") dated as of December 12, 2008 among SOLUTIA INC., a Delaware corporation, located at 575 Maryville Centre Drive, St. Louis, Missouri 63141 (the "U.S. Borrower" and "Grantor"), in favor of CITIBANK, N.A., located at 2 Penn's Way, New Castle, Delaware 19720, 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. The U.S. Borrower, Solutia Europe SA/NV ("Solutia Europe"), Flexsys SA/NV (together with the U.S. Borrower and Solutia Europe, the "Borrowers"), the Collateral Agent, Citibank, N.A., 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"), Citibank International plc, as European Collateral Agent, and the other parties thereto have entered into that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), providing for the making of Loans and other credit accommodations to the Borrowers pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement.

B. The U.S. Borrower, CPFilms and Flexsys will receive substantial benefits from the execution, delivery and performance of the obligations of the Borrowers under the Credit Agreement and, therefore, the U.S. Borrower, CPFilms, Flexsys, certain other subsidiaries of the U.S. Borrower, and the Collateral Agent have entered into that certain Security Agreement, dated as of February 28, 2008 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), which Security Agreement has been given by each 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 Grantors 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 is 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 Patent Collateral.* As collateral security for the payment and performance in full of all the Obligations, each 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 “Patent Collateral”): all United States and foreign patents, patent applications, certificates of inventions, and industrial designs, including the United States patents, patent applications, certificates of inventions, and industrial designs listed in Schedule I hereto, together with any and all (i) rights and privileges arising under applicable law with respect to any of the foregoing, (ii) inventions and improvements described and claimed therein, (iii) reissues, divisions, continuations, extensions and continuations-in-part thereof and amendments thereto, (iv) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements or other violations thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present or future infringements or other violations thereof (collectively, “Patents”).

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 Patent 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.

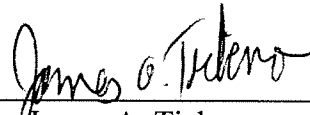
SECTION 4. *Governing Law.* **THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

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, each Grantor hereto has duly executed this Agreement as of the day and year first above written.

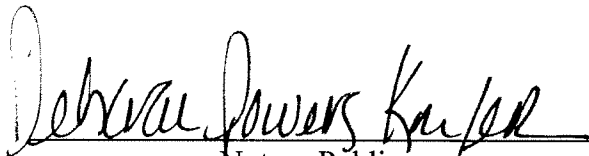
SOLUTIA INC.

By: 
Name: James A. Tichenor
Title: Assistant Treasurer

ACKNOWLEDGMENT OF GRANTOR

STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS) ss.

On this 12th day of December, 2008 before me personally appeared James A. Tichenor, and proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of the Grantor, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

{seal}



DEBORAH POWERS KRUGER
My Commission Expires
January 7, 2012
St. Louis County
Commission #08418767

Schedule I

New Patent Applications

12113167	Blocking-Resistant Plasticized	Solutia
61056260	Improved Interlayer Formulation	Solutia
TBA	Process to Improve On-Stream	Solutia
12146410	Polymer Interlayers Comprising Blends of Plasticized PVB and Poly(Cyclohexane dimethylene Terephthalate) Copolyester	Solutia
12021293	Interlayers Comprising Modified Fumed Silica	Solutia
12208301	Heated Multiple Layer Glazings	Solutia
TBA	Interlayer with Nonuniform Solar Absorber	Solutia
12209780	Thin Film Photovoltaic Module Having a Contoured Substrate	Solutia
12209194	Mud Wing Having Directional Spray Suppression	Solutia

New Patent Grants

7348062	Plasticized Polyvinyl Butyral	Solutia
7399525	Polymer Sheets Comprising a Fluoropolymer	Solutia