

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Partial Release of Security Interest recorded at reel/frame 022610/0495

CONVEYING PARTY DATA

Name	Execution Date
Citbank, N.A.	11/06/2009

RECEIVING PARTY DATA

Name:	Solutia, Inc.
Street Address:	575 Maryville Centre Drive
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63141

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	5867957
Application Number:	10849721

CORRESPONDENCE DATA

Fax Number: (212)446-4900
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-4464800
 Email: hsmith@kirkland.com
 Correspondent Name: Hayley Smith, Sr. Legal Assistant
 Address Line 1: Kirkland & Ellis LLP
 Address Line 2: 601 Lexington Avenue
 Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	SOLUTIA PATENT REL (HS)
NAME OF SUBMITTER:	Hayley Smith

Total Attachments: 4
 source=Partial Release of Security Interest in Patents (ABL)#page1.tif
 source=Partial Release of Security Interest in Patents (ABL)#page2.tif

CH \$80.00 5867957

501016471

**PATENT
 REEL: 023519 FRAME: 0589**

source=Partial Release of Security Interest in Patents (ABL)#page3.tif
source=Partial Release of Security Interest in Patents (ABL)#page4.tif

PARTIAL RELEASE OF ABL SECURITY INTEREST IN PATENTS

THIS PARTIAL RELEASE OF ABL SECURITY INTEREST IN PATENTS (this "Partial Release") is made as of November 6, 2009 ("Execution Date") and is effective as of August 1, 2009 ("Effective Date") by and between **Citibank, N.A.**, a national association, 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), and **Solutia, Inc.**, a Delaware corporation, located at 575 Maryville Centre Drive, St. Louis, Missouri 63141 (the "U.S. Borrower" or the "Grantor").

WHEREAS, reference is made to (i) that certain Credit Agreement dated as of February 28, 2008 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among the U.S. Borrower, Solutia Europe SPRL/BVBA (formerly known as Solutia Europe SA/NV), Flexsys SA/NV, Collateral Agent, Citibank, N.A. as 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, and (ii) that certain Security Agreement dated February 28, 2008 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") entered into between Grantor, CPFilms Inc., Flexsys America L.P., certain other subsidiaries of U.S. Borrower, and the Collateral Agent for the benefit of the Secured Parties (capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Credit Agreement or the Security Agreement, as the case may be);

WHEREAS, pursuant to the Security Agreement, Grantor executed and delivered to Collateral Agent that certain Patent Security Agreement dated February 28, 2008 (the "ABL Patent Security Agreement") in favor of the Collateral Agent for the benefit of the Secured Parties;

WHEREAS, pursuant to the terms and conditions of the ABL Patent Security Agreement, Grantor pledged and granted 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 Grantor in, to and under the Patent Collateral (as defined in the ABL Patent Security Agreement);

WHEREAS, the ABL Patent Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") on April 29, 2009 at Reel/Frame 022610/0495; and

WHEREAS, Grantor has requested that Collateral Agent release its lien on and security interest granted pursuant to the ABL Patent Security Agreement in and to the Patent Collateral pertaining solely to those certain Patents set forth on Schedule A hereto (the "Released Patent Collateral").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in reliance upon the certificate of the U.S. Borrower dated as of November 6, 2009 and effective as of August 1, 2009 (the "Certificate") regarding the sale of the Released Patent Collateral, which has heretofore been delivered to the

Administrative Agent and the Collateral Agent and subject to the release of any Lien in such Released Patent Collateral granted pursuant to the Term Loan Documents, Collateral Agent, on behalf of the Secured Parties and itself, hereby terminates, cancels and releases as of the Effective Date its lien on and security interest granted in and to the Released Patent Collateral pursuant to the ABL Patent Security Agreement and hereby assigns and transfers to the U.S. Borrower any right, title and interest it may have in and to under the Released Patent Collateral pursuant to the ABL Patent Security Agreement.

The release set forth herein shall be without recourse to or warranty by the Collateral Agent and shall relate solely to the Released Patent Collateral and to the extent such Released Patent Collateral has been disposed of as described in the Certificate, and nothing contained herein shall be deemed to constitute a release by the Collateral Agent of any Lien in any other Patent Collateral granted pursuant to the Security Agreement, the ABL Patent Security Agreement, or other Security Documents.

THIS PARTIAL RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

* * * * *

IN WITNESS WHEREOF, Collateral Agent has caused this Partial Release to be executed by its duly authorized representative as of the Effective Date.

CITIBANK, N.A.



Name: DAVID JAFFE
Director/Vice President

Title: _____

ACKNOWLEDGED AND AGREED BY:

SOLUTIA, INC.

Name: _____

Title: _____

Administrative Agent and the Collateral Agent and subject to the release of any Lien in such Released Patent Collateral granted pursuant to the Term Loan Documents, Collateral Agent, on behalf of the Secured Parties and itself, hereby terminates, cancels and releases as of the Effective Date its lien on and security interest granted in and to the Released Patent Collateral pursuant to the ABL Patent Security Agreement and hereby assigns and transfers to the U.S. Borrower any right, title and interest it may have in and to under the Released Patent Collateral pursuant to the ABL Patent Security Agreement.

The release set forth herein shall be without recourse to or warranty by the Collateral Agent and shall relate solely to the Released Patent Collateral and to the extent such Released Patent Collateral has been disposed of as described in the Certificate, and nothing contained herein shall be deemed to constitute a release by the Collateral Agent of any Lien in any other Patent Collateral granted pursuant to the Security Agreement, the ABL Patent Security Agreement, or other Security Documents.

THIS PARTIAL RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

* * * * *

IN WITNESS WHEREOF, Collateral Agent has caused this Partial Release to be executed by its duly authorized representative as of the Effective Date.

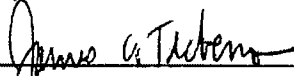
CITIBANK, N.A.

Name: _____

Title: _____

ACKNOWLEDGED AND AGREED BY:

SOLUTIA, INC.

_____ 

Name: James A. Tischeror

Title: Assistant Treasurer

SCHEDULE A

(Reel/Frame 022610/0495)

United States Patents

Title	Jurisdiction	Status	Patent No.
Sound Insulation Pad and Use Thereof	United States	Granted	5867957

United States Patent Applications

Title	Jurisdiction	Status	App/Pub. Number
Compositions and Methods for Reducing Odor	United States	Pending/ Published	10849721 20040213755