

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																										
NATURE OF CONVEYANCE:	SECURITY AGREEMENT																										
CONVEYING PARTY DATA																											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>POLYONE DESIGNED STRUCTURES AND SOLUTIONS LLC</td> <td>03/21/2013</td> </tr> <tr> <td>SPARTECH RESEARCH AND DEVELOPMENT, LLC</td> <td>03/21/2013</td> </tr> <tr> <td>SPARTECH POLYCOM, INC.</td> <td>03/21/2013</td> </tr> <tr> <td>FRANKLIN-BURLINGTON PLASTICS, INC.</td> <td>03/21/2013</td> </tr> <tr> <td>SPARTECH POLYCAST, INC.</td> <td>03/21/2013</td> </tr> <tr> <td>SPARTECH INTERNATIONAL - U.S. DISTRIBUTION CO.</td> <td>03/21/2013</td> </tr> <tr> <td>ALCHEM PLASTICS CORPORATION</td> <td>03/21/2013</td> </tr> <tr> <td>SPARTECH POLYCOM (TEXAS), INC.</td> <td>03/21/2013</td> </tr> <tr> <td>SPARTECH TOWNSEND, INC.</td> <td>03/21/2013</td> </tr> <tr> <td>SPARTECH FCD, LLC</td> <td>03/21/2013</td> </tr> <tr> <td>POLYMER EXTRUDED PRODUCTS, LLC</td> <td>03/21/2013</td> </tr> <tr> <td>CREATIVE FORMING, LLC</td> <td>03/21/2013</td> </tr> </tbody> </table>		Name	Execution Date	POLYONE DESIGNED STRUCTURES AND SOLUTIONS LLC	03/21/2013	SPARTECH RESEARCH AND DEVELOPMENT, LLC	03/21/2013	SPARTECH POLYCOM, INC.	03/21/2013	FRANKLIN-BURLINGTON PLASTICS, INC.	03/21/2013	SPARTECH POLYCAST, INC.	03/21/2013	SPARTECH INTERNATIONAL - U.S. DISTRIBUTION CO.	03/21/2013	ALCHEM PLASTICS CORPORATION	03/21/2013	SPARTECH POLYCOM (TEXAS), INC.	03/21/2013	SPARTECH TOWNSEND, INC.	03/21/2013	SPARTECH FCD, LLC	03/21/2013	POLYMER EXTRUDED PRODUCTS, LLC	03/21/2013	CREATIVE FORMING, LLC	03/21/2013
Name	Execution Date																										
POLYONE DESIGNED STRUCTURES AND SOLUTIONS LLC	03/21/2013																										
SPARTECH RESEARCH AND DEVELOPMENT, LLC	03/21/2013																										
SPARTECH POLYCOM, INC.	03/21/2013																										
FRANKLIN-BURLINGTON PLASTICS, INC.	03/21/2013																										
SPARTECH POLYCAST, INC.	03/21/2013																										
SPARTECH INTERNATIONAL - U.S. DISTRIBUTION CO.	03/21/2013																										
ALCHEM PLASTICS CORPORATION	03/21/2013																										
SPARTECH POLYCOM (TEXAS), INC.	03/21/2013																										
SPARTECH TOWNSEND, INC.	03/21/2013																										
SPARTECH FCD, LLC	03/21/2013																										
POLYMER EXTRUDED PRODUCTS, LLC	03/21/2013																										
CREATIVE FORMING, LLC	03/21/2013																										
RECEIVING PARTY DATA																											
<table border="1"> <tr> <td>Name:</td> <td>WELLS FARGO CAPITAL FINANCE, LLC, as Administrative Agent</td> </tr> <tr> <td>Street Address:</td> <td>One Boston Place</td> </tr> <tr> <td>City:</td> <td>Boston</td> </tr> <tr> <td>State/Country:</td> <td>MASSACHUSETTS</td> </tr> <tr> <td>Postal Code:</td> <td>02108</td> </tr> </table>		Name:	WELLS FARGO CAPITAL FINANCE, LLC, as Administrative Agent	Street Address:	One Boston Place	City:	Boston	State/Country:	MASSACHUSETTS	Postal Code:	02108																
Name:	WELLS FARGO CAPITAL FINANCE, LLC, as Administrative Agent																										
Street Address:	One Boston Place																										
City:	Boston																										
State/Country:	MASSACHUSETTS																										
Postal Code:	02108																										
PROPERTY NUMBERS Total: 14																											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>11796314</td> </tr> <tr> <td>Application Number:</td> <td>12269545</td> </tr> <tr> <td>Application Number:</td> <td>12418962</td> </tr> <tr> <td>Application Number:</td> <td>12582365</td> </tr> <tr> <td>Application Number:</td> <td>12814858</td> </tr> <tr> <td>Application Number:</td> <td>12912462</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	11796314	Application Number:	12269545	Application Number:	12418962	Application Number:	12582365	Application Number:	12814858	Application Number:	12912462												
Property Type	Number																										
Application Number:	11796314																										
Application Number:	12269545																										
Application Number:	12418962																										
Application Number:	12582365																										
Application Number:	12814858																										
Application Number:	12912462																										

OP \$560.00 11796314

Application Number:	13223412
Application Number:	13223432
Application Number:	13223446
Patent Number:	7874453
Patent Number:	7609450
Patent Number:	D409485
Patent Number:	D499963
Patent Number:	D591173

CORRESPONDENCE DATA

Fax Number: 3128637806

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

Phone: 312-863-7198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy Brougher

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe Street, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.334
-------------------------	----------

NAME OF SUBMITTER:	Nancy Brougher
--------------------	----------------

Total Attachments: 6

source=Spartech Patent Security Agreement#page1.tif

source=Spartech Patent Security Agreement#page2.tif

source=Spartech Patent Security Agreement#page3.tif

source=Spartech Patent Security Agreement#page4.tif

source=Spartech Patent Security Agreement#page5.tif

source=Spartech Patent Security Agreement#page6.tif

PATENT SECURITY AGREEMENT

Patent Security Agreement, dated as of March 21, 2013, by each of the undersigned (each individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of WELLS FARGO CAPITAL FINANCE, LLC, in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement dated December 21, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Patent Security Agreement;

Now, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Administrative Agent as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in 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 Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties, a lien on and security interest in all of the right, title and interest of such Pledgor in, to and under the following Collateral, wherever located, and whether now existing or hereafter arising or acquired from time to time (collectively, the "Patent Collateral"):

(a) the registered or applied for Patents of such Pledgor listed on Schedule I attached hereto; and

(b) all Proceeds of any and all of the foregoing, including the Proceeds of any claim by such Pledgor against third parties for past, present or future infringement of any such Patent and the right to receive license fees, royalties, and other compensation for any such Patent.

Notwithstanding anything to the contrary contained herein, the security interest created by this Patent Security Agreement shall not extend to, and the term "Patent Collateral" shall not include, any Excluded Property.

Section 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative 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 Patent Security Agreement is deemed to be inconsistent with or in conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 4. Termination. Upon payment in full of the Obligations in accordance with the provisions of the Credit Agreement and the expiration or termination of the Commitments, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patent Collateral under this Patent Security Agreement.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts. Delivery of any executed counterpart of a signature page of this Patent Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

Section 6. Governing Law. This Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Patent Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[SIGNATURE PAGE FOLLOWS]

POLYONE DESIGNED STRUCTURES AND
SOLUTIONS LLC

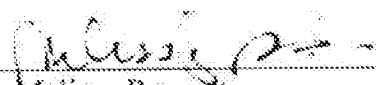
By: 
Name: Daniel J. O'Bryon
Title: Chief Financial Officer

SPARTECH RESEARCH AND DEVELOPMENT, LLC
SPARTECH POLYCOM, INC.
FRANKLIN-BURLINGTON PLASTICS, INC.
SPARTECH POLYCAST, INC.
SPARTECH INTERNATIONAL – U.S. DISTRIBUTION
CO.
ALCHEM PLASTICS CORPORATION
SPARTECH POLYCOM (TEXAS), INC.
SPARTECH TOWNSEND, INC.
SPARTECH FCD, LLC
CREATIVE FORMING, LLC
POLYMER EXTRUDED PRODUCTS, LLC

By: Victoria M. Holt
Name: Victoria M. Holt
Title: President and Chief Executive Officer

AGREED TO AND ACCEPTED:

WELLS FARGO CAPITAL FINANCE, LLC, as
Administrative Agent

By: 
Name: Melissa Provost
Title: Vice President

**SCHEDULE I
TO
PATENT SECURITY AGREEMENT**

PATENT REGISTRATIONS AND PATENT APPLICATIONS

Patent Registrations and Applications:

CO.	TITLE	APP. NO.	FILED	PATENT NO.	GRANT DATE	OWNER
US	Transparent plastic articles having controlled solar energy transmittance properties and methods of making	11796314	4/27/07			PolyOne Designed Structures and Solutions LLC
US	Transparent Stretched Acrylic Sheets For Aircraft Window Systems Having Controlled Solar Transmittance Properties	12269545	11/12/08			PolyOne Designed Structures and Solutions LLC
US	Polymer Blend Composition For Automotive Flooring Applications	12418962	4/6/09			PolyOne Designed Structures and Solutions LLC
US	Plastic Sheets with Lenticular Lens Array	12582365	10/20/09			PolyOne Designed Structures and Solutions LLC
US	Multi-Layer Sheet Structure Including An Acrylic Outer Layer	12814858	6/14/10			PolyOne Designed Structures and Solutions LLC
US	Modular Container Assembly	12912462	10/26/10			PolyOne Designed Structures and Solutions LLC
US	Methods And Systems For Use In Forming An Article From A Multi-Layer Sheet Structure	13223412	9/1/11			PolyOne Designed Structures and Solutions LLC
US	Articles Formed From A Multi-Layer Sheet Structure	13223432	9/1/11			PolyOne Designed Structures and Solutions LLC
US	Multi-Layer Sheet Structure	13223446	9/1/11			PolyOne Designed Structures and Solutions LLC
US	Snap Lock Container With Lid Rotation Tab	11707299	2/16/07	7874453	1/25/11	PolyOne Designed Structures and Solutions LLC
US	Plastic Sheets With Lenticular Lens Arrays	11731697	3/29/07	7609450	10/27/09	PolyOne Designed Structures and Solutions LLC
US	Berry Box	29080327	12/5/97	D409485	5/11/99	PolyOne Designed Structures and Solutions LLC
US	Secure Locking Container	29189504	9/4/03	D499963	12/21/04	PolyOne Designed Structures and Solutions LLC
US	Salad Kit	29298511	12/6/07	D591173	4/28/09	PolyOne Designed Structures and Solutions LLC
CA	Modular Container Assembly	2755718	10/25/11			PolyOne Designed Structures and Solutions LLC