

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
PolyOne Designed Structures and Solutions LLC	03/21/2013
RECEIVING PARTY DATA	
Name:	Northwestern Mutual Life Insurance Company
Street Address:	720 East Wisconsin Avenue
City:	Milwaukee
State/Country:	WISCONSIN
Postal Code:	53202
Name:	Guardian Life Insurance Company of America
Street Address:	201 Park Avenue South
City:	New York
State/Country:	NEW YORK
Postal Code:	10003
Name:	Massachusetts Mutual Life Insurance Company
Street Address:	1295 State Street
City:	Springfield
State/Country:	MASSACHUSETTS
Postal Code:	01111
Name:	The Mutual Insurance Company of New York
Street Address:	1740 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Name:	Aid Association For Lutherans
Street Address:	4321 N. Ballard Road

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City:	Appleton
State/Country:	WISCONSIN
Postal Code:	54919

Name:	Allstate Life Insurance Company
Street Address:	3075 Sanders Road, STE G4A
City:	Northbrook
State/Country:	ILLINOIS
Postal Code:	60062

Name:	General American Life Insurance Company
Street Address:	P.O. Box 19266
City:	Newark
State/Country:	NEW JERSEY
Postal Code:	07195

Name:	RGA Reinsurance Company
Street Address:	P.O. Box 396
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63166

Name:	Security Mutual Life Insurance Company of New York
Street Address:	P.O. Box 41
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63166

Name:	Jefferson-Pilot Life Insurance Company
Street Address:	P.O. Box 21008
City:	Greensboro
State/Country:	NORTH CAROLINA
Postal Code:	27420

PROPERTY NUMBERS Total: 14

Property Type	Number
Application Number:	11796314
Application Number:	12269545
Application Number:	12418962

Application Number:	12582365
Application Number:	12814858
Application Number:	12912462
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: 2165790212

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

Phone: 216-586-3939

Email: toddrmiller@jonesday.com, pcyingier@jonesday.com

Correspondent Name: Todd R. Miller

Address Line 1: 901 Lakeside Avenue

Address Line 2: JONES DAY

Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	701213-283053
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NAME OF SUBMITTER:	Todd R. Miller
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Signature:	/Todd R. Miller/
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Date:	04/19/2013
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Total Attachments: 6

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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 each of the Persons listed on Annex I attached hereto, as pledgee, assignee and secured party (together with any successor and assign, each, a "Secured Party" and collectively, the "Secured Parties").

WITNESSETH:

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

NOW, THEREFORE, each Pledgor hereby agrees 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 each Secured Party 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, whether now existing or hereafter arising or acquired from time to time (collectively, the "Patent Collateral"):

(a) the registered or applied for Patents of each 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 each Secured Party pursuant to the Security Agreement and the Pledgors hereby acknowledge and affirm that the rights and remedies of each Secured Party 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 the termination of the Security Agreement pursuant to Section 11.4 thereto, each Secured Party shall execute, acknowledge, and deliver to each Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the collateral pledge, grant, assignment, lien and security interest in 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

Annex I

Secured Parties

Northwestern Mutual Life Insurance Company
Guardian Life Insurance Company of America
Massachusetts Mutual Life Insurance Company
The Mutual Insurance Company of New York
Aid Association For Lutherans
Allstate Life Insurance Company
General American Life Insurance Company
RGA Reinsurance Company
Security Mutual Life Insurance Company of New York
Jefferson-Pilot Life Insurance Company

**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

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