

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3807659

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
POLYONE CORPORATION	03/30/2016
RECEIVING PARTY DATA	
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: 15	
Property Type	Number
Patent Number:	6846535
Patent Number:	7569281
Patent Number:	6730737
Patent Number:	H001808
Patent Number:	5777043
Patent Number:	7267855
Patent Number:	7001956
Patent Number:	7838598
Patent Number:	7910208
Patent Number:	7645507
Patent Number:	8188192
Application Number:	12765362
Patent Number:	8980994
Application Number:	14647166
Application Number:	14647183
CORRESPONDENCE DATA	
Fax Number:	(312)863-7806
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	312-863-7198

Email: nancy.brougher@goldbergkohn.com
Correspondent Name: NANCY BROUGHER, PARALEGAL
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

SIGNATURE: /njb/

DATE SIGNED: 03/30/2016

Total Attachments: 6

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PATENT SECURITY AGREEMENT

Patent Security Agreement, dated as of March 30, 2016 by the undersigned ("Pledgor"), 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 Pledgor is 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 Pledgor is 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 Pledgor hereby agrees 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, 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 Pledgor hereby acknowledges and affirms 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 Pledgor 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.

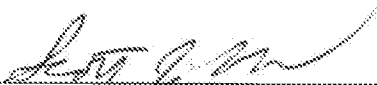
Section 7. Existing Patent Security Agreement. This Patent Security Agreement supplements and amends, but does not replace, that certain Patent Security Agreement dated December 21, 2011 by certain Pledgors and other Loan Parties in favor of Administrative Agent, that certain Patent Security Agreement dated April 1, 2013 by certain Pledgors and other Loan Parties in favor of Administrative Agent and that certain Patent Security Agreement dated November 12, 2015 by certain Pledgors and other Loan Parties in favor of Administrative Agent.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Pledgor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

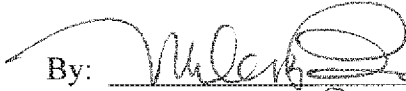
Very truly yours,

POLYONE CORPORATION

By: 
Name: Scott J. Wetton
Title: V.P. Finance

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

New Patents and Patent Applications:

PATENT	PATENT NUMBER	ISSUE DATE	OWNER INFORMATION
KINK RESISTANT MEDICAL TUBES	6846535	01/25/05	PolyOne Corporation
FLEXIBLE PACKAGING LAMINATE FILMS INCLUDING A BLOCK COPOLYMER LAYER	7569281	08/04/09	PolyOne Corporation
RELEASABLE PRESSURE SENSITIVE ADHESIVE COMPOSITION	6730737	05/04/04	PolyOne Corporation
EXTRUDABLE STYRENIC BLOCK COPOLYMER COMPOSITIONS CONTAINING A METALLOCENE POLYOLEFIN	H001808	10/05/99	PolyOne Corporation
SEALANT FORMULATIONS CONTAINING HIGH VINYL CONTENT HYDROGENATED STYRENE-BUTADIENE-STYRENE BLOCK COPOLYMERS	5777043	07/07/98	PolyOne Corporation
ARTICLES PREPARED FROM HYDROGENATED CONTROLLED DISTRIBUTION BLOCK COPOLYMERS	7267855	09/11/07	PolyOne Corporation
ARTICLES PREPARED FROM HYDROGENATED BLOCK COPOLYMERS	7001956	02/21/06	PolyOne Corporation
STYRENIC BLOCK COPOLYMER COMPOSITIONS TO BE USED FOR THE MANUFACTURE OF TRANSPARENT, GEL FREE FILMS	7838598	11/23/10	PolyOne Corporation
ELASTOMERIC BICOMPONENT FIBERS COMPRISING BLOCK COPOLYMERS HAVING HIGH FLOW	7910208	03/22/11	PolyOne Corporation
PROTECTIVE FILMS AND PRESSURE SENSITIVE ADHESIVES	7645507	01/12/10	PolyOne Corporation
SOFT ELASTOMERIC FILMS	8188192	05/29/12	PolyOne Corporation
HIGH TENSILE STRENGTH ARTICLE WITH ELASTOMERIC	12765362	04/22/10 File Date	PolyOne Corporation

PATENT	PATENT NUMBER	ISSUE DATE	OWNER INFORMATION
LAYER			
ELASTIC FILM/FIBER FORMULATIONS	8980994	03/17/15	PolyOne Corporation
ADHESIVE COMPOSITION FOR PROTECTIVE FILM ON PAINTING, AND MANUFACTURING PROCESS THEREOF	14647166	05/26/15 File Date	PolyOne Corporation
ADHESIVE COMPOSITION FOR PROTECTIVE FILM ON PAINTING, AND MANUFACTURING PROCESS THEREOF	14647183	05/26/15 File Date	PolyOne Corporation