

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4033278

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
A. SCHULMAN, INC.	08/31/2016
PREMIX, INC.	08/31/2016
RECEIVING PARTY DATA	
Name:	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT
Street Address:	10 SOUTH DEARBORN, FLOOR L2, IL1-1145
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
PROPERTY NUMBERS Total: 13	
Property Type	Number
Patent Number:	8487040
Patent Number:	8481641
Patent Number:	8058324
Patent Number:	7579574
Patent Number:	7359629
Patent Number:	7170038
Patent Number:	6040391
Patent Number:	5998510
Patent Number:	5854317
Patent Number:	5744816
Patent Number:	4451610
Application Number:	14196451
Application Number:	11544216
CORRESPONDENCE DATA	
Fax Number:	(800)914-4240
<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:	800-713-0755
Email:	Michael.Violet@wolterskluwer.com

Correspondent Name: MICHAEL VIOLET
Address Line 1: 4400 EASTON COMMONS WAY
Address Line 2: SUITE 125
Address Line 4: COLUMBUS, OHIO 43219

NAME OF SUBMITTER: ELAINE CARRERA

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 08/31/2016

Total Attachments: 7

source=Patent Security Agreement - Execution Version#page1.tif

source=Patent Security Agreement - Execution Version#page2.tif

source=Patent Security Agreement - Execution Version#page3.tif

source=Patent Security Agreement - Execution Version#page4.tif

source=Patent Security Agreement - Execution Version#page5.tif

source=Patent Security Agreement - Execution Version#page6.tif

source=Patent Security Agreement - Execution Version#page7.tif

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

A. Schulman, Inc.
Premix, Inc.

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: JPMorgan Chase Bank, N.A., as Collateral Agent

Internal Address: _____

Street Address: 10 South Dearborn, Floor L2, IL 1-1145

City: Chicago

State: IL

Country: USA Zip: 60603

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) August 31, 2016

- Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

See Schedule I

B. Patent No.(s)

See Schedule I

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP

80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and patents involved: 13

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

August 31, 2016

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

Patent Security Agreement

Patent Security Agreement, dated as of August 31, 2016, by A. Schulman, Inc. and Premix, Inc. (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Pledgors have joined the Security Agreement dated as of June 1, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises, the Pledgors hereby agree with the Collateral 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. Each Pledgor 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 its right, title and interest in, to and under all the following Collateral of such Pledgor:

- (a) Patents of such Pledgor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing (other than 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 Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents 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 conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the Collateral 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 Patents 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.

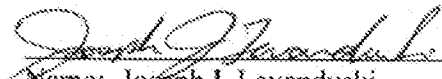
SECTION 6. Governing Law. This Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Patent Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed 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]

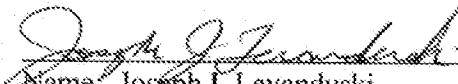
IN WITNESS WHEREOF, each Pledgor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

A. SCHULMAN, INC., as Pledgor

By: 
Name: Joseph J. Levanduski
Title: Executive Vice President and
Chief Financial Officer

PREMIX, INC., as Pledgor

By: 
Name: Joseph J. Levanduski
Title: Chief Financial Officer

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each 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,

A. SCHULMAN, INC., as Pledgor


By: _____
Name: Joseph J. Levanduski
Title: Executive Vice President and
Chief Financial Officer

PREMIX, INC., as Pledgor

By: _____
Name: Joseph J. Levanduski
Title: Chief Financial Officer

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 
Name: Lisa Whitley
Title: Managing Director

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

UNITED STATES PATENTS:

US Registrations:

OWNER	REGISTRATION NUMBER	DESCRIPTION
Premix, Inc.	8,487,040	FLAME AND SMOKE SPREAD RETARDANT MOLDING COMPOUNDS AND COMPONENTS MOLDED FROM THESE COMPOUNDS
Premix, Inc.	8,481,641	FLAME AND SMOKE SPREAD RETARDANT MOLDING COMPOUNDS AND COMPONENTS MOLDED FROM THESE COMPOUNDS
Premix, Inc.	8,058,324	ANTIMICROBIAL FLAME AND SMOKE SPREAD RETARDANT MOLDING COMPOUNDS AND COMPONENTS MOLDED FROM THESE COMPOUNDS
Premix, Inc.	7,579,574	MOLDING COMPOUNDS FOR USE IN INDUCTION HEATING APPLICATIONS AND HEATING ELEMENTS MOLDED FROM THESE COMPOUNDS
Premix, Inc.	7,359,629 (Expired)	MOLDING COMPOUNDS FOR USE IN FURNACE BLOWER HOUSINGS AND BLOWER HOUSINGS MOLDED FROM THESE COMPOUNDS
Premix, Inc.	7,170,038 (Expired)	MOLDING COMPOUNDS FOR USE IN INDUCTION HEATING APPLICATIONS AND HEATING ELEMENTS MOLDED FROM THESE COMPOUNDS
Premix, Inc.	6,040,391	PROCESS FOR THICKENING THERMOSET RESIN MOLDING COMPOUND COMPOSITIONS
Premix, Inc.	5,998,510	LOW PRESSURE SHEET MOLDING COMPOUNDS
Premix, Inc.	5,854,317	PROCESS FOR THICKENING THERMOSET RESIN MOLDING COMPOUND COMPOSITIONS
Premix, Inc.	5,744,816 (Expired)	LOW PRESSURE SHEET MOLDING COMPOUNDS
Premix, Inc.	4,451,610 (Expired)	PREPARATION OF CURABLE SOLID POLYESTER RESIN PELLETS AND POWDERS

US Applications:

OWNER	APPLICATION NUMBER	DESCRIPTION
A. Schulman, Inc.	14/196,451	Methods and compositions for using temporary compacted materials as well servicing fluids in a subterranean formation.
Premix, Inc.	11/544216 (Abandoned)	MOLDING COMPOSITIONS FOR USE IN FORWARD LIGHTING APPLICATIONS AND HEADLIGHT COMPONENTS MOLDED THEREFROM

FOREIGN PATENTS:

Registrations: NONE.

Applications: NONE.