

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
OMNOVA Solutions Inc.		05/22/2007	CORPORATION: OHIO

**RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A.
Street Address:	120 S. LaSalle Street
Internal Address:	8th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark
Registration Number:	3049969	ENDURION
Registration Number:	2877783	NOVAJET
Registration Number:	2792354	SURF(X)
Registration Number:	2775353	SURF (X)
Registration Number:	2782924	D DIVERSIWALL
Registration Number:	3124308	PT
Registration Number:	3024685	BOLTASOFT
Registration Number:	3108179	PREFIXX
Registration Number:	3144723	SUNCRYL
Registration Number:	3176513	REACTOPAQUE
Registration Number:	2838228	INSPIRED SOLUTIONS FOR COMMERCIAL WALL SURFACES
Registration Number:	3215481	GENCEAL
Registration Number:	2762161	OMNOVA SOLUTIONS INC.

OP \$465.00 3049969

Registration Number:	1181240	TOWER
Serial Number:	78322941	THE FLEXIBLE WHITEBOARD
Serial Number:	78872257	GENCRYL PT
Serial Number:	78872309	GENFLO PT
Serial Number:	77117899	OMNAPEL

**CORRESPONDENCE DATA**

Fax Number: (312)993-9767

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

Phone: 312-993-2647

Email: zeynep.gieseke@lw.com

Correspondent Name: Zeynep Gieseke

Address Line 1: 233 South Wacker Drive, Suite 5800

Address Line 2: Latham & Watkins LLP

Address Line 4: Chicago, ILLINOIS 60606-6401

ATTORNEY DOCKET NUMBER:	035909-0004
NAME OF SUBMITTER:	Zeynep Gieseke
Signature:	/zg/
Date:	05/29/2007

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 22, 2007, by OMNOVA SOLUTIONS INC., an Ohio corporation (“Grantor”), in favor of JPMorgan Chase Bank, N.A., a national banking association, in its capacity as Agent for Lenders.

### WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof by and among Grantor, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Amended and Restated Credit Agreement”), Lenders have agreed to make the Loans and to incur Letter of Credit obligations for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit obligations as provided for in the Amended and Restated Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Amended and Restated Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Amended and Restated Security Agreement”);

WHEREAS, pursuant to the Amended and Restated Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. The following terms shall have the following respective meanings:

“Trademark License” means rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark.

“Trademarks” means all of the following now owned or hereafter existing or adopted or acquired by Grantor: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

All other capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Amended and Restated Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule 1 hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. AMENDED AND RESTATED SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Amended and Restated Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Amended and Restated Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature page follows]

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

OMNOVA SOLUTIONS INC., as Grantor

By: M. E. Hicks  
Name: Michael E. Hicks  
Title: Senior VP and Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A., as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


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

OMNOVA SOLUTIONS INC., as Grantor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A., as Agent

By:  \_\_\_\_\_  
Name: **David A. Lehner** \_\_\_\_\_  
Title: **Vice President** \_\_\_\_\_

**SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS**

See attached.

MARK NAME	DOCKET NO.	APPLICATION NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE
<i>Active Trademark Registrations</i>					
ENDURION (Stylized word mark)	1-010019US2F	78/529938	12/14/2004	3049969	1/25/2006
NOVAJET	1-010031US1P	76/046067	5/11/2000	2877783	8/24/2004
SURF(X)	1-010127US1L	76/354263	1/2/2002	2792354	12/9/2003
SURF(X) + Des.	1-010127US2L	76/477969	12/2/2002	2775353	10/21/2003
DIVERSIWALL & D Des.	1-010175US3F	76/401560	4/29/2002	2782924	11/11/2003
Pt (stylized)	1-010431US1P	78/332614	11/24/2003	3124308	8/1/2006
BOLTASOFT	1-010445US1F	78/402972	4/16/2004	3024685	12/6/2005
PREFIXX (word mark)	1-010603US3D	78/577477	3/1/2005	3108179	6/20/2006
SUNCRYL	1-010622US2S	78/624104	5/5/2005	3144723	9/19/2006
REACTOPAQUE	1-010627US2P	78/714800	9/16/2005	3176513	11/28/2006
INSPIRED SOLUTIONS FOR COMMERC	1-010639USW	76/520945	5/29/2003	2,838,228	5/4/2004
GENCEAL	1-010685USS	78/864008	4/18/2006	3215481	3/6/2007
OMNOVA SOLUTIONS INC. & Des.	OMNOVA SOLUT	76/036622	4/27/2000	2762161	9/9/2003
TOWER (Licensed from Canadian	TOWER	73/265638	6/9/1980	1181240	12/8/1981



MARK NAME	DOCKET NO.	COUNTRY	APPLICATION NO.	APPLICATION DATE
<i>Active Trademark Applications</i>				
THE FLEXIBLE WHITEBOARD	1-010392USW	United States	78/322941	11/4/2003
GENCRYL PT	1-010718USP	United States	78/872257	4/28/2006
GENFLO PT	1-010719USP	United States	78/872309	4/28/2006
OMNAPEL	1-010778USS	United States	77/117899	2/28/2007