

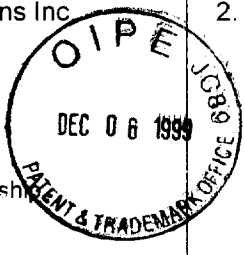
12-13-1999



101220739

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): OMNOVA Solutions Inc
Individual(s)
General Partnership
Corporation-State (OH)
Other:
Additional name(s) of conveying party(ies) attached? Yes No



2. Name and address of receiving party(ies)
Name: OMNOVA Services, Inc.
Internal Address:
Street Address: 175 Ghent Road
City: Fairlawn State: OH ZIP: 44333-3300

3. Nature of conveyance:
Assignment
Security Agreement
Other:
Merger
Change of Name
Execution Date: November 29, 1999

Individual(s)
Association
General Partnership
Limited Partnership
Corporation-State OH
Other:
If assignee is not domiciled in the United States, a domestic representative designation is attached:
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
If this document is being filed together with a new application, the execution date of the application is:
A. Trademark Application No.(s):
B. Trademark Registration No.(s):
Additional numbers attached? Yes No

See the attached.

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: OMNOVA Services, Inc.
Internal Address: Robert F. Rywalski
Street Address: 175 Ghent Road
City: Fairlawn State: OH ZIP: 44333-3300

6. Total number of applications and registrations involved: 74
7. Total fee (37 CFR 3.41) \$1,865.00
Authorized to be charged to deposit account.
8. Deposit account number: 07-1045
(Attach duplicate copy of this page if paying by deposit account)

12/10/1999 DNGUYEN 00000128 071045 387356

DO NOT USE THIS SPACE

01 FC:481 40.00 CH
02 FC:482 1825.00 CH

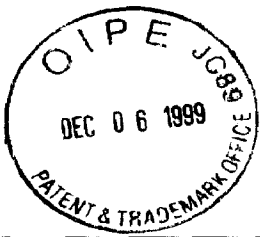
9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Frank C. Rote, Jr.
Name of Person Signing
Registration No. 20,395

Signature: Frank C. Rote, Jr. Date: 12-1-99

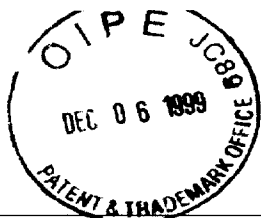
Total number of pages including cover sheet, attachments, and documents: 7

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231



**CONTINUATION OF ITEM 4**  
**Schedule B**  
**U.S. REGISTERED TRADEMARKS**

REG./APP. NO.	G/F	MARK
387356	G	ANTILUSTROLE
2158814	G	BOLTASPORT
2154336	G	CELEBRATING TRADITION
1046593	G	CONLEX
1202859	G	DECONEER
1365543	G	DECOTONE
1759329	G	FLEXAMIDE
384521	G	FORMASET
2225542	G	GENCORP
2233662	G	GENFILM
694403	G	GENTRO-JET
707070	G	IMPREGNOLE
1068808	G	IMPREGNOLE
1721941	G	ML
891130	G	MOR-FLO
1485784	G	MOR-GLO
1719779	G	MOR-SHINE
2081460	G	MYKON
1729349	G	NM
405818	G	NORANE
707076	G	NORANE
707956	G	NORANE
36347	G	PERMAFRESH
707071	G	PERMAFRESH
716680	G	PERMAFRESH
720525	G	PERMAFRESH
729931	G	PERMAFRESH
759842	G	PERMAFRESH
729930	G	PERMAFRESH 500
1514214	G	PERMALOFT
2159629	G	PREVAILL II
862232	G	PRYM
1061964	G	PRYM
1895768	G	REACTOPAQUE
2054217	G	SECOAT
1749160	G	SECRYL
1594787	G	SEDGEMUL 80
1518601	G	SEQUABOND
1590395	G	SEQUABOND
1823516	G	SEQUAFLOW
1512242	G	SEQUALINK
1800355	G	SEQUALINK
1509715	G	SEQUAPEL
1955364	G	SEQUAREZ



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1267517	G	SUNBOND
1246705	G	SUNCRYL
843933	G	SUNKEM
846578	G	SUNKEM
1120795	G	SUNKOTE
902439	G	SUNPRO
900544	G	SUNREZ
900543	G	SUNSIZE
2194826	G	TOLEX
2005127	G	UNIQ-PRINT
307769	G	WARCO
707074	G	WARCO
442778	G	WARCOFIX
707072	G	WARCOFIX
707073	G	WARCOFIX
813278	G	WARCOFLEX
379421	G	WARCOLUX
377641	G	WARCONYL
510764	G	WARCONYL
707075	G	WARCOPEL
709198	G	WARCOSET
707660	G	WARCOSINE
388669	G	WARCOSOL
379422	G	WARCOTEX

c: us trademarks omnova solutions to omnova services



## INTELLECTUAL PROPERTY ASSIGNMENT II

This Intellectual Property Assignment (the "Assignment") executed on this 29<sup>th</sup> day of November, 1999, with an effective date of November 29, 1999 (the "Effective Date"), is by and between OMNOVA Solutions Inc., an Ohio corporation (the "Assignor") and OMNOVA Services, Inc., an Ohio corporation (the "Assignee").

### WITNESSETH:

WHEREAS, the Assignor owns certain United States trademarks, service marks and trade names (including registrations thereof), used in connection with Assignor's United States operations of its Performance Chemicals and Decorative & Building Products Divisions ("United States Intellectual Property") and is desirous of assigning its entire right, title and interest in and to this United States Intellectual Property to Assignee;

WHEREAS, the Assignee is desirous of acquiring assignor's entire right, title and interest in and to the United States Intellectual Property.

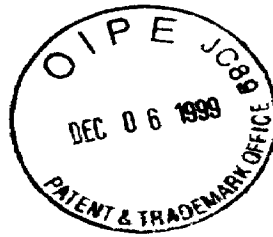
NOW THEREFORE, in consideration of the promises and obligations set forth herein and other good and valuable consideration, the Assignor and Assignee hereby agree as follows:

### ARTICLE I ASSIGNMENT

For value received, and subject to the terms and conditions of all existing legally binding agreements, licenses, and/or encumbrances, Assignor hereby assigns and transfers to Assignee, its successors and assigns, the entire right, title, and interest Assignor has in and to:

a) the United States Trademarks and Service Marks (including registrations thereof) listed on Schedule B, which is attached hereto and incorporated herein in full by reference, together with the goodwill of the business symbolized by said trademarks and service marks, the right to amend and renew, and the right to sue for past infringement;

b) any and all other United States trademarks, service marks and trade names (including registrations thereof) together with the goodwill symbolized by said marks now used in connection with Assignor's United States operations of its Performance Chemicals and Decorative & Building Products Divisions not specifically listed above, whether or not currently used in the conduct of business, provided that a unilateral transfer thereof is not precluded by the terms and conditions of an existing legally binding agreement and further provided that the transfer is subject to all existing licenses and/or other encumbrances.



**ARTICLE II**

It is expressly agreed that this Assignment is not merely of the rights to the tangible embodiment of information such as registrations on which said United States Intellectual Property is recorded, but it is an assignment and transfer of any and all right, title and interest Assignor has in the United States Intellectual Property including any and all rights to use, and to prosecute past, current, and future infringements and/or misuses of this United States Intellectual Property.

**ARTICLE III**

Assignor represents and warrants that the United States Intellectual Property assigned and transferred pursuant to this Assignment is owned by Assignor, that Assignor has a right to transfer and assign this United States Intellectual Property, and that any and all registered trademarks, service marks and trade names are in force. If the transfer or assignment of any item(s) of the United States Intellectual Property violates the terms of any existing legally binding agreement, said item(s) shall be removed from this Assignment and the validity, legality, and enforceability of the remaining provisions of this Assignment and of the property assigned shall not be affected or impaired thereby.

**ARTICLE IV**

Assignor agrees that, on request and at Assignee's expense, it will communicate to Assignee or its representatives or nominees, any facts known to Assignor respecting the United States Intellectual Property, and will testify in any legal proceeding, execute documents, and otherwise do everything possible to aid Assignee, or its successors, assigns, and nominees, to obtain and enforce protection for the United States Intellectual Property.

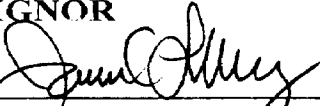
IN WITNESS WHEREOF, the parties have caused this Assignment to be executed on their behalf by their duly authorized representatives as of the Effective Date.

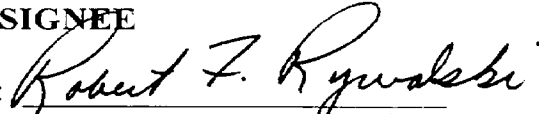
**OMNOVA Solutions Inc.**

**OMNOVA Services, Inc.**

**ASSIGNOR**

**ASSIGNEE**

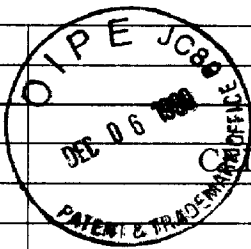
By:   
Name: James C. LeMay  
Title: Sr. Vice President, Law

By:   
Name: Robert F. Rywalski  
Title: Assistant Secretary

c:assignment trademarks omnova solutions to omonva services

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