

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
Eliokem, Inc.		12/09/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	10 S. Dearborn Street
Internal Address:	22nd Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	0646242	CHEMIGUM
Registration Number:	0323370	PLIOLITE
Registration Number:	0384352	CHEMIGUM
Registration Number:	0383909	CHEMIGUM
Registration Number:	0646243	PLIOLITE
Registration Number:	0999000	PLIOCORD
Registration Number:	1082123	WINGSTAY
Registration Number:	1569039	PLIOWAY
Registration Number:	1575892	PLIOTONE
Registration Number:	1912517	SUNIGUM
Registration Number:	2028950	PLIOTEC
Registration Number:	0300926	PLIOLITE
Serial Number:	77191865	VISCODRILL

OP \$340.00 0646242

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 c/o Latham & Watkins LLP
Address Line 1: 233 S. Wacker Drive
Address Line 2: Suite 5800
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	035909-0004
NAME OF SUBMITTER:	Zeynep Gieseke
Signature:	/zg/
Date:	01/04/2011

Total Attachments: 6
source=Trademark Security Agreement - Eliokem, Inc#page1.tif
source=Trademark Security Agreement - Eliokem, Inc#page2.tif
source=Trademark Security Agreement - Eliokem, Inc#page3.tif
source=Trademark Security Agreement - Eliokem, Inc#page4.tif
source=Trademark Security Agreement - Eliokem, Inc#page5.tif
source=Trademark Security Agreement - Eliokem, Inc#page6.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement"), dated as of December 9, 2010, by ELIOKEM, INC., a Delaware 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 Second Amended and Restated Credit Agreement dated as of the date hereof by and among Grantor, OMNOVA Solutions Inc., an Ohio corporation ("OMNOVA"), 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 "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit obligations for the benefit of Grantor and OMNOVA;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor and OMNOVA 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 "Security Agreement");

WHEREAS, pursuant to the 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 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. 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 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 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.

ELIOKEM, INC., as Grantor

By: Chet Fox
Name: Chet Fox
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A., as Agent

By: 

Name: David A. Lehner

Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004445 FRAME: 0947

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

See attached.

Trademarks

CHEMIGUM (STYLIZED)	646242	06/04/1957
VISCODRILL	77/191865	05/29/2007
PLIOLITE	323370	04/09/1935
CHEMIGUM	384352	01/14/1941
CHEMIGUM (STYLIZED)	383909	12/24/1940
PLIOLITE (STYLIZED)	646243	06/04/1957
PLIOCORD	999000	11/26/1974
WINGSTAY	1082123	01/17/1978
PLIOWAY	1569039	12/05/1989
PLIOTONE	157892	01/09/1990
SUNIGUM	1912517	08/15/1995
PLIOTEC	2028950	01/07/1997
PLIOLITE (STYLIZED)	300926	02/14/1933

CH1204414.3