

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.		12/09/2010	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Agent
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: 23

Property Type	Number	Word Mark
Registration Number:	3558670	SUNKEM
Registration Number:	3705162	RECORE
Registration Number:	3705163	ECORE
Registration Number:	3806903	RECORE
Registration Number:	3813709	ECORE
Registration Number:	3000756	LANARK
Registration Number:	3104013	GENON
Registration Number:	3014887	LANARK
Registration Number:	2983925	VIEWNIQUE
Registration Number:	3870919	BOLTASPORT
Registration Number:	2714072	X-CAPE
Registration Number:	2005127	UNIQ-PRINT
Registration Number:	1584681	WEBCORE

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Registration Number:	1518601	SEQUABOND
Registration Number:	1120795	SUNKOTE
Registration Number:	1061964	PRYM
Registration Number:	0900544	SUNREZ
Registration Number:	2054217	SECOAT
Registration Number:	1581679	WIDE APPEAL
Registration Number:	0900543	SUNSIZE
Registration Number:	0958808	RENDURA
Registration Number:	1749160	SECRYL
Serial Number:	77855531	DIVERSIWALL D

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
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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

AMENDED AND RESTATED 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 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 Second Amended and Restated Credit Agreement dated as of the date hereof by and among Grantor, Eliokem, Inc., a Delaware corporation (“Eliokem”), 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 Eliokem;

WHEREAS, Agent and the Grantor entered into that certain Trademark Security Agreement dated as of May 22, 2007 (as amended, supplemented or otherwise modified prior to the date hereof, the “Original Trademark Security Agreement”);

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 Eliokem 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 amend and restate the Original Trademark Security Agreement by executing and delivering 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 to amend and restate the Original Trademark Security Agreement as set forth herein:

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 has previously granted under the Original Trademark Security Agreement, and 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.

4. EFFECT OF RESTATEMENT. This Trademark Security Agreement amends and restates the Original Trademark Security Agreement. This Trademark Security Agreement does not evidence a termination and re-granting of the security interests granted under the Original Trademark Security Agreement and such security interests shall be continuing in all respects.

[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.

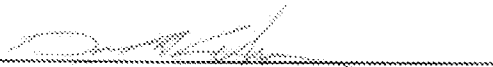
OMNOVA SOLUTIONS INC., as Grantor

By: Chet Fox
Name: ~~David A. Lehner~~ Chet Fox
Title: Vice President Treasurer

[Signature Page to Amended and Restated 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 Amended and Restated Trademark Security Agreement]

TRADEMARK
REEL: 004446 FRAME: 0219

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

See attached.

Trademarks

SUNKEM	3558670
RECORE AND DESIGN	3705162
ECORE AND DESIGN	3705163
RECORE	3806903
ECORE	3813709
DIVERSIWALL D AND DESIGN	77/855531
LANARK AND DESIGN	3000756
GENON	3104013
LANARK	3014887
VIEWNIQUE	2983925
BOLTASPORT	3870919
X-CAPE	2714072
UNIQ-PRINT	2005127
WEBCORE	1584681
SEQUABOND	1518601
SUNKOTE	1120795
PRYM	1061964
SUNREZ	0900544
SECOAT	2054217
WIDE APPEAL	1581679
SUNSIZE	0900543
RENDURA	0958808
SECRYL	1749160