

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

|   |   |                |                       |
|---|---|----------------|-----------------------|
| SUBMISSION TYPE:  | NEW ASSIGNMENT                                  |                |                       |
| NATURE OF CONVEYANCE:   | SECURITY INTEREST                               |                |                       |
| <b>CONVEYING PARTY DATA</b>   |   |                |                       |
| Name  | Formerly  | Execution Date | Entity Type           |
| COLORMATRIX HOLDINGS, INC.  |   | 12/21/2011     | CORPORATION: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |   |                |                       |
| Name:   | THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. |                |                       |
| Street Address:   | 2 North LaSalle Street, Suite 1020              |                |                       |
| City:   | Chicago   |                |                       |
| State/Country:  | ILLINOIS  |                |                       |
| Postal Code:  | 60602   |                |                       |
| Entity Type:  | National Association: UNITED STATES             |                |                       |
| <b>PROPERTY NUMBERS Total: 6</b>  |   |                |                       |
| Property Type   | Number  | Word Mark      |                       |
| Registration Number:  | 1929927   | AMOSORB        |                       |
| Registration Number:  | 3830362   | DOSIXPRESS     |                       |
| Registration Number:  | 3798524   | EXCELITE       |                       |
| Registration Number:  | 3915553   | EZE            |                       |
| Registration Number:  | 3875411   | HYGUARD        |                       |
| Registration Number:  | 3820514   | LACTRA         |                       |
| <b>CORRESPONDENCE DATA</b>  |   |                |                       |
| Fax Number:   | (216)579-0212                                   |                |                       |
| Phone:  | (216) 586-7024                                  |                |                       |
| Email:  | dawnbrown@jonesday.com                          |                |                       |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |   |                |                       |
| Correspondent Name:   | Dawn A. Brown/JONES DAY                         |                |                       |
| Address Line 1:   | 901 Lakeside Avenue                             |                |                       |
| Address Line 4:   | Cleveland, OHIO 44114                           |                |                       |

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|   |                 |
|---|-----------------|
| ATTORNEY DOCKET NUMBER:   | 701213-283051   |
| NAME OF SUBMITTER:  | Dawn A. Brown   |
| Signature:  | /Dawn A. Brown/ |
| Date:   | 12/29/2011      |
| <p>Total Attachments: 12<br/>source=Mellon_TM_Agreement#page1.tif<br/>source=Mellon_TM_Agreement#page2.tif<br/>source=Mellon_TM_Agreement#page3.tif<br/>source=Mellon_TM_Agreement#page4.tif<br/>source=Mellon_TM_Agreement#page5.tif<br/>source=Mellon_TM_Agreement#page6.tif<br/>source=Mellon_TM_Agreement#page7.tif<br/>source=Mellon_TM_Agreement#page8.tif<br/>source=Mellon_TM_Agreement#page9.tif<br/>source=Mellon_TM_Agreement#page10.tif<br/>source=Mellon_TM_Agreement#page11.tif<br/>source=Mellon_TM_Agreement#page12.tif</p> |                 |

## Trademark Security Agreement

**Trademark Security Agreement**, December 21, 2011, by the Pledgors listed on the signature pages hereof (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., in its capacity as trustee (in such capacity, the “Collateral Agent”).

### WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (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 Trademark Security Agreement;

NOW, THEREFORE, 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 Trademark Collateral. As collateral security for the payment and performance in full of all the Obligations, each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Geon Debenture Holders a lien on and security interest in all of the right, title and interest of such Pledgor in, to and under the following Collateral, wherever located, whether now existing or hereafter arising or acquired from time to time (collectively, the “Trademark Collateral”):

(a) the registered or applied for Trademarks of such Pledgor listed on Schedule I attached hereto;

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing, including the Proceeds of any claim by such Pledgor against third parties for past, present or future (i) infringement or dilution

of any Trademark, (ii) injury to the Goodwill associated with any Trademark, and (iii) right to receive license fees, royalties, and other compensation for such Trademark.

Notwithstanding anything to the contrary contained herein, the security interest created by this Trademark Security Agreement shall not extend to, and the term "Trademark Collateral" shall not include, any Excluded Property.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark 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 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. In the event that any provision of this Trademark Security Agreement is deemed to be inconsistent with or in conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon payment in full of the Obligations in accordance with the provisions of the Geon Indenture, 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 Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark 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 Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of any executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark 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]

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**TRADEMARK**  
**REEL: 004688 FRAME: 0731**

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

Very truly yours,

POLYONE CORPORATION

By: 

Name: Daniel O'Bryon

Title: Treasurer

NEU SPECIALTY ENGINEERED  
MATERIALS, LLC

By: 

Name: Woodrow W. Ban

Title: Assistant Secretary

POLYMER DIAGNOSTICS, INC.  
COLORMATRIX HOLDINGS, INC.  
THE COLORMATRIX CORPORATION  
GAYSON SILICONE DISPERSIONS, INC.

By: 

Name: Woodrow W. Ban

Title: Secretary

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

*Signature Page to 2015 Note Trustee Trademark Security Agreement*

TRADEMARK  
REEL: 004688 FRAME: 0732

Accepted and Agreed:

THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A.,  
as Collateral Agent

By: Lgarcia  
Name: LINDA GARCIA  
Title: Vice President

*Signature Page to 2015 Note Trustee Trademark Security Agreement*

**Schedule I to  
Trademark Security Agreement**

TRADEMARKS

**THE COLORMATRIX CORPORATION**

| <b>Trademark</b> | <b>Country</b> | <b>Appl. No.</b> | <b>Appl. Date</b> | <b>Reg. No.</b> | <b>Status</b> |
|------------------|----------------|------------------|-------------------|-----------------|---------------|
| COLORMATRIX      | US             | 77/634183        | 16-Dec-08         | 3650537         | Granted       |
| TIGER (Logo)     | US             | 77/634216        | 16-Dec-08         | 3650539         | Granted       |

**COLORMATRIX HOLDINGS, INC.**

| <b>Trademark</b> | <b>Country</b> | <b>Appl. No.</b> | <b>Appl. Date</b> | <b>Reg. No.</b> |
|------------------|----------------|------------------|-------------------|-----------------|
| AMOSORB          | US             | 74/597930        | 14-Nov-94         | 1929927         |
| DosiXpress       | US             | 77/764,760       | 22-Jun-09         | 3830362         |
| EXCELITE         | US             | 77/745343        | 27-May-09         | 3,798,524       |
| EZE              | US             | 77/764,773       | 22-Jun-09         | 3915553         |
| HyGuard          | US             | 77721057         | 23-Apr-09         | 3875411         |
| LACTRA           | US             | 77/764,763       | 22-Jun-09         | 3820514         |

**GAYSON SILICONE DISPERSIONS, INC.**

| <b>Trademark</b>           | <b>Country</b> | <b>Appl. No.</b> | <b>Appl. Date</b> | <b>Status</b> |
|----------------------------|----------------|------------------|-------------------|---------------|
| COLORSPERSE (word mark)    | US             | 85012777         | 13-Apr-10         | Granted       |
| COLORSPERSE (word mark)    | US             | 75213369         | 16-Dec-96         | Granted       |
| GAYSON SDI (word mark)     | US             | 77083540         | 16-Jan-07         | Granted       |
| GSDI (word mark)           | US             | 85015502         | 16-Apr-10         | Granted       |
| GSDI (word mark)           | US             | 85015466         | 16-Apr-10         | Granted       |
| SILCOCOAT (word mark)      | US             | 77083565         | 16-Jan-07         | Granted       |
| SILCOGUM (word mark)       | US             | 77083719         | 16-Jan-07         | Granted       |
| SILCOPAS (word mark)       | US             | 77083746         | 16-Jan-07         | Granted       |
| SILCOSPERSERSE (word mark) | US             | 78619338         | 28-Apr-05         | Granted       |



**NEU SPECIALTY ENGINEERED MATERIALS, LLC**

| <b>Trademark</b>          | <b>Country</b> | <b>Appl. Date</b> | <b>Appl. No.</b> | <b>Reg. No.</b> | <b>Reg. Date</b> | <b>Status</b> |
|---------------------------|----------------|-------------------|------------------|-----------------|------------------|---------------|
| NEU (Stylized Color Logo) | US             | ---               | ---              | 3834869         | 17-Aug-2010      | Granted       |
| NEUSOFT                   | US             | ---               | ---              | 3414414         | 22-Apr-2008      | Granted       |
| NEUSPEED                  | US             | 85/281636         | 30-Mar-2011      | N/A             | N/A              | Pending       |
| NEUTHANE                  | US             | ---               | ---              | 1588875         | 27-Mar-1990      | Granted       |

**POLYMER DIAGNOSTICS, INC.**

| <b>Trademark</b>             | <b>Country</b> | <b>Appl. Date</b> | <b>Appl. No.</b> | <b>Reg. No.</b> | <b>Reg. Date</b> | <b>Status</b> |
|------------------------------|----------------|-------------------|------------------|-----------------|------------------|---------------|
| MIND MUSCLE                  | US             | ---               | ---              | 2855015         | 15-Jun-2004      | Granted       |
| POLYMER DIAGNOSTICS & DESIGN | US             | ---               | ---              | 2313072         | 01-Feb-2000      | Granted       |

**POLYONE CORPORATION**

| <b>Trademark</b>                           | <b>Country</b> | <b>Appl. Date</b> | <b>Appl. No.</b> | <b>Reg. No.</b> | <b>Reg. Date</b> | <b>Status</b> |
|--|----------------|-------------------|------------------|-----------------|------------------|---------------|
| AQUAMIX                                    | US             | ---               | ---              | 2808010         | 27-Jan-2004      | Granted       |
| ASSURE                                     | US             | 85/292176         | 11-Apr-2011      | N/A             | N/A              | Pending       |
| BEYOND POLYMERS. BETTER BUSINESS SOLUTIONS | US             | ---               | ---              | 3571244         | 10-Feb-2009      | Granted       |
| BRIGHT TIGER                               | US             | ---               | ---              | 2116269         | 25-Nov-1997      | Granted       |
| COMPETE                                    | US             | ---               | ---              | 2169531         | 30-Jun-1998      | Granted       |

| Trademark      | Country | Appl. Date | Appl. No.   | Reg. No. | Reg. Date   | Status  |
|----------------|---------|------------|-------------|----------|-------------|---------|
| COMPLETE       | US      | ---        | ---         | 3905485  | 11-Jan-2011 | Granted |
| DISPENSEMASTER | US      | ---        | ---         | 2217670  | 12-Jan-1999 | Granted |
| DOMINION       | US      | 85/292160  | 11-Apr-2011 | N/A      | N/A         | Pending |
| DURACAP        | US      | ---        | ---         | 2465535  | 03-Jul-2001 | Granted |
| DYNAFLEX       | US      | ---        | ---         | 1689042  | 26-May-1992 | Granted |
| DYNALLOY       | US      | ---        | ---         | 2506216  | 13-Nov-2001 | Granted |
| DYNALLOY OBC   | US      | ---        | ---         | 3677135  | 1-Sep-2009  | Granted |
| ECCOH          | US      | ---        | ---         | 3262607  | 10-Jul-2007 | Granted |
| ECOLUTION      | US      | ---        | ---         | 4032264  | 27-Sep-2011 | Granted |
| ECOVINYL       | US      | ---        | ---         | 1704022  | 28-Jul-1992 | Granted |
| EDGEGLO        | US      | ---        | ---         | 2065402  | 27-May-1997 | Granted |
| EDGE TEK       | US      | ---        | ---         | 2324354  | 29-Feb-2000 | Granted |
| ELASTALLOY     | US      | ---        | ---         | 1449682  | 28-Jul-1987 | Granted |
| ELASTAMAX      | US      | ---        | ---         | 2570587  | 21-May-2002 | Granted |
| EPIC           | US      | ---        | ---         | 3925331  | 01-Mar-2011 | Granted |
| FASTMARK       | US      | ---        | ---         | 2207656  | 01-Dec-1998 | Granted |
| FIBERLOC       | US      | ---        | ---         | 3462316  | 08-Jul-2008 | Granted |
| FIRECON        | US      | ---        | ---         | 3330377  | 06-Nov-2007 | Granted |

| <b>Trademark</b> | <b>Country</b> | <b>Appl. Date</b> | <b>Appl. No.</b> | <b>Reg. No.</b> | <b>Reg. Date</b> | <b>Status</b> |
|------------------|----------------|-------------------|------------------|-----------------|------------------|---------------|
| FREEZ DRI        | US             | ---               | ---              | 0979670         | 26-Feb-1974      | Granted       |
| FREEZ DRI        | US             | ---               | ---              | 3222779         | 27-Mar-2007      | Granted       |
| GENESIS          | US             | ---               | ---              | 2207223         | 01-Dec-1998      | Granted       |
| GEON             | US             | ---               | ---              | 0407523         | 06-Jun-1944      | Granted       |
| GEON             | US             | ---               | ---              | 2964176         | 28-Jun-2005      | Granted       |
| GLS              | US             | ---               | ---              | 2766682         | 23-Sep-2003      | Granted       |
| GLS Design       | US             | ---               | ---              | 2766683         | 23-Sep-2003      | Granted       |
| GRAVI-TECH       | US             | ---               | ---              | 2853771         | 15-Jun-2004      | Granted       |
| HI-PRO II        | US             | ---               | ---              | 2308456         | 18-Jan-2000      | Granted       |
| HTE              | US             | ---               | ---              | 2025742         | 24-Dec-1996      | Granted       |
| LUBRIONE         | US             | ---               | ---              | 3565629         | 20-Jan-2009      | Granted       |
| LUNA CLEAR       | US             | ---               | ---              | 2211101         | 15-Dec-1998      | Granted       |
| MATCHMAKER       | US             | ---               | ---              | 2123304         | 23-Dec-1997      | Granted       |
| MAXBATCH         | US             | ---               | ---              | 2768856         | 30-Sep-2003      | Granted       |
| MAXXAM           | US             | ---               | ---              | 1978675         | 04-Jun-1996      | Granted       |
| MULTI-PURGE      | US             | ---               | ---              | 1683548         | 21-Apr-1992      | Granted       |
| NANOBLEND Design | US             | ---               | ---              | 3313866         | 16-Oct-2007      | Granted       |
| NITEBRITE        | US             | ---               | ---              | 2224279         | 16-Feb-1999      | Granted       |

| Trademark     | Country | Appl. Date | Appl. No.   | Reg. No. | Reg. Date   | Status  |
|---------------|---------|------------|-------------|----------|-------------|---------|
| NOVABLEND     | US      | ---        | ---         | 1285688  | 17-Jul-1984 | Granted |
| NYMAX         | US      | ---        | ---         | 2324355  | 29-Feb-2000 | Granted |
| ONCALL        | US      | ---        | ---         | 2978815  | 26-Jul-2005 | Granted |
| ONCAP         | US      | ---        | ---         | 2968398  | 12-Jul-2005 | Granted |
| ONCOLOR       | US      | ---        | ---         | 2968397  | 12-Jul-2005 | Granted |
| ONCOLOR       | US      | ---        | ---         | 3187845  | 19-Dec-2006 | Granted |
| ONCOLOR       | US      | ---        | ---         | 3274294  | 07-Aug-2007 | Granted |
| ONFLEX        | US      | ---        | ---         | 3234158  | 24-Apr-2007 | Granted |
| ONFORCE LFT   | US      | ---        | ---         | 3838539  | 24-Aug-2010 | Granted |
| PENNANT WHITE | US      | ---        | ---         | 2169640  | 30-Jun-1998 | Granted |
| PERCEPT       | US      | 85/162969  | 27-Oct-2010 | N/A      | N/A         | Pending |
| PLANETPAK     | US      | ---        | ---         | 3651954  | 07-Jul-2009 | Granted |
| PLASTONE      | US      | ---        | ---         | 3099071  | 30-May-2006 | Granted |
| PLASTONE      | US      | ---        | ---         | 0351555  | 02-Nov-1937 | Granted |
| PLENSTAR      | US      | 85/162988  | 27-Oct-2010 | N/A      | N/A         | Pending |
| POLYFOAM      | US      | ---        | ---         | 2661936  | 17-Dec-2002 | Granted |
| POLYONE       | US      | ---        | ---         | 2463935  | 26-Jun-2001 | Granted |
| POLYONE       | US      | ---        | ---         | 2717863  | 20-May-2003 | Granted |

| <b>Trademark</b>                            | <b>Country</b> | <b>Appl. Date</b> | <b>Appl. No.</b> | <b>Reg. No.</b> | <b>Reg. Date</b> | <b>Status</b> |
|---|----------------|-------------------|------------------|-----------------|------------------|---------------|
| POLYONE                                     | US             | ---               | ---              | 3069281         | 14-Mar-2006      | Granted       |
| POLYONE                                     | US             | ---               | ---              | 2463947         | 26-Jun-2001      | Granted       |
| POLYTRON                                    | US             | ---               | ---              | 1866372         | 06-Dec-1994      | Granted       |
| POLYWHITE                                   | US             | ---               | ---              | 2169626         | 30-Jun-1998      | Granted       |
| PPROTINT                                    | US             | ---               | ---              | 2216905         | 12-Jan-1999      | Granted       |
| PUT IT IN. POWER UP.                        | US             | ---               | ---              | 3308844         | 09-Oct-2007      | Granted       |
| QUANTUMONE                                  | US             | ---               | ---              | 3130626         | 15-Aug-2006      | Granted       |
| REALIZE THE POTENTIAL. FEEL THE DIFFERENCE. | US             | ---               | ---              | 3523240         | 28-Oct-2008      | Granted       |
| REFLEX                                      | US             | ---               | ---              | 3883971         | 30-Nov-2010      | Granted       |
| RESOUND                                     | US             | ---               | ---              | 4002933         | 26-Jul-2011      | Granted       |
| SENSATION                                   | US             | 85/298644         | 19-Apr-2011      | N/A             | N/A              | Pending       |
| SERIESONE                                   | US             | ---               | ---              | 3151990         | 03-Oct-2006      | Granted       |
| STAN-TONE                                   | US             | ---               | ---              | 3179705         | 05-Dec-2006      | Granted       |
| STAT-TECH                                   | US             | ---               | ---              | 2869638         | 03-Aug-2004      | Granted       |
| SUPERGUARD HT                               | US             | ---               | ---              | 2210988         | 15-Dec-1998      | Granted       |
| SYNCURE                                     | US             | ---               | ---              | 2774854         | 21-Oct-2003      | Granted       |
| SYNPRENE                                    | US             | ---               | ---              | 1527596         | 07-Mar-1989      | Granted       |
| TRANSFLEX                                   | US             | ---               | ---              | 2453113         | 22-May-2001      | Granted       |

| <b>Trademark</b>           | <b>Country</b> | <b>Appl. Date</b> | <b>Appl. No.</b> | <b>Reg. No.</b> | <b>Reg. Date</b> | <b>Status</b> |
|----------------------------|----------------|-------------------|------------------|-----------------|------------------|---------------|
| TRILLIANT                  | US             | ---               | ---              | 3755418         | 02-Mar-2010      | Granted       |
| VERSAFLEX                  | US             | ---               | ---              | 2511419         | 27-Nov-2001      | Granted       |
| VERSALLOY                  | US             | ---               | ---              | 2451734         | 15-May-2001      | Granted       |
| VERSOLLAN                  | US             | ---               | ---              | 3090585         | 09-May-2006      | Granted       |
| W Black Design             | US             | ---               | ---              | 3644250         | 23-Jun-2009      | Granted       |
| W Color Design             | US             | ---               | ---              | 3644249         | 23-Jun-2009      | Granted       |
| W WILFLEX and Color Design | US             | ---               | ---              | 3599410         | 31-Mar-2009      | Granted       |
| WILFLEX                    | US             | ---               | ---              | 2604600         | 06-Aug-2002      | Granted       |
| WILFLEX (STYLIZED)         | US             | ---               | ---              | 1734252         | 24-Nov-1992      | Granted       |
| WITHSTAND                  | US             | 85/006405         | 05-Apr-2010      | N/A             | N/A              | Pending       |
| ZIP                        | US             | ---               | ---              | 2596940         | 23-Jul-2002      | Granted       |
| LUBRI-TECH                 | US             | ---               | ---              | 2869639         | 03-Aug-2004      | Granted       |
| PLAST-O-MERIC              | US             | ---               | ---              | 2520082         | 18-Dec-2001      | Granted       |
| PLAST-O-MERIC              | US             | ---               | ---              | 1621848         | 13-Nov-1990      | Granted       |