

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
NEU SPECIALTY ENGINEERED MATERIALS, LLC		12/21/2011	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
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		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3834869	NEU	
Registration Number:	3414414	NEUSOFT	
Serial Number:	85281636	NEUSPEED	
Registration Number:	1588875	NEUTHANE	
CORRESPONDENCE DATA			
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		
ATTORNEY DOCKET NUMBER:	701213-283051		

CH \$115.00 3834869

NAME OF SUBMITTER:	Dawn A. Brown
Signature:	/Dawn A. Brown/
Date:	12/29/2011
Total Attachments: 12 source=Mellon_TM_Agreement#page1.tif source=Mellon_TM_Agreement#page2.tif source=Mellon_TM_Agreement#page3.tif source=Mellon_TM_Agreement#page4.tif source=Mellon_TM_Agreement#page5.tif source=Mellon_TM_Agreement#page6.tif source=Mellon_TM_Agreement#page7.tif source=Mellon_TM_Agreement#page8.tif source=Mellon_TM_Agreement#page9.tif source=Mellon_TM_Agreement#page10.tif source=Mellon_TM_Agreement#page11.tif source=Mellon_TM_Agreement#page12.tif	

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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2022237.2

CLI-1950339v2

TRADEMARK
REEL: 004688 FRAME: 0763

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: 0764

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

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

COLORMATRIX HOLDINGS, INC.

Trademark	Country	Appl. No.	Appl. Date	Reg. No.
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.

Trademark	Country	Appl. No.	Appl. Date	Status
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

Trademark	Country	Appl. Date	Appl. No.	Reg. No.	Reg. Date	Status
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.

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

POLYONE CORPORATION

Trademark	Country	Appl. Date	Appl. No.	Reg. No.	Reg. Date	Status
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
EDGETEK	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

Trademark	Country	Appl. Date	Appl. No.	Reg. No.	Reg. Date	Status
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

Trademark	Country	Appl. Date	Appl. No.	Reg. No.	Reg. Date	Status
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

Trademark	Country	Appl. Date	Appl. No.	Reg. No.	Reg. Date	Status
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