

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spartech Plastics, LLC		03/21/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon Trust Company, N.A.		
Street Address:	2 N. LaSalle Street,		
Internal Address:	Suite 1020		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60602		
Entity Type:	COMPANY: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3353245	VALIANT	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	216-586-3939		
Email:	TODDRMILLER@JONESDAY.COM, PCYNGIER@JONESDAY.COM		
Correspondent Name:	Todd R. Miller		
Address Line 1:	901 Lakeside Avenue		
Address Line 2:	JONES DAY		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	701213-283053		
NAME OF SUBMITTER:	Todd R. Miller		

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Signature:	/Todd R. Miller/
Date:	04/18/2013
Total Attachments: 6 source=BNYM - Trademark Security Agreement#page1.tif source=BNYM - Trademark Security Agreement#page2.tif source=BNYM - Trademark Security Agreement#page3.tif source=BNYM - Trademark Security Agreement#page4.tif source=BNYM - Trademark Security Agreement#page5.tif source=BNYM - Trademark Security Agreement#page6.tif	

Trademark Security Agreement

Trademark Security Agreement, dated as of March 21, 2013, by each of the undersigned (each 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, each Pledgor is party to a Security Agreement dated as of December 21, 2011 (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 each Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, each Pledgor hereby agrees 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 each 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 each 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 the 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 each Pledgor 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]

POLYONE DESIGNED STRUCTURES AND
SOLUTIONS LLC


By: 
Name: Daniel J. O'Bryon
Title: Chief Financial Officer

SPARTECH RESEARCH AND DEVELOPMENT, LLC
SPARTECH POLYCOM, INC.
FRANKLIN-BURLINGTON PLASTICS, INC.
SPARTECH POLYCAST, INC.
SPARTECH INTERNATIONAL – U.S. DISTRIBUTION
CO.
ALCHEM PLASTICS CORPORATION
SPARTECH POLYCOM (TEXAS), INC.
SPARTECH TOWNSEND, INC.
SPARTECH FCD, LLC
CREATIVE FORMING, LLC
POLYMER EXTRUDED PRODUCTS, LLC

By: Victoria M. Holt
Name: Victoria M. Holt
Title: President and Chief Executive Officer


SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations and Applications:

CO.	MARK	APP. NO.	FILED	REG. NO.	REG. DATE	OWNER
US	CREATIVE FORMING	74246644	2/18/92	1741267	12/22/92	PolyOne Designed Structures and Solutions LLC
S	CRYLEX	73024866	6/21/74	1009937	5/6/75	Spartech Polycom, Inc.
US	ENVIROTUF	85170111	11/5/10	4163145	4/10/12	PolyOne Designed Structures and Solutions LLC
US	IDEAS FORMED FOR TOMORROW	74242827	2/3/92	1729301	11/3/92	PolyOne Designed Structures and Solutions LLC
US	KORAD	72247255	6/3/66	822613	1/24/67	Polymer Extruded Products, Inc.
US	POLYCAST	72070676	4/1/59	706293	10/5/60	Spartech Polycast, Inc.
US	ROYALEX	72044500	1/22/58	687423	11/3/59	Alchem Plastics Corporation
US	ROYALITE	72189405	3/23/64	785416	2/23/65	Alchem Plastics Corporation
US	SOLACRYL	74427699	8/23/93	1993760	8/13/96	Spartech Polycast, Inc.
US	SOLAREX	74713605	8/10/95	1988579	7/23/96	PolyOne Designed Structures and Solutions LLC
S	SPARTECH	74357098	2/9/93	1800768	10/26/93	PolyOne Designed Structures and Solutions LLC
S	SPARTECH	74357100	2/9/93	1794571	9/28/93	PolyOne Designed Structures and Solutions LLC
S	SPARTECH & Design 	74357099	2/9/93	1793321	9/21/93	PolyOne Designed Structures and Solutions LLC

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TRADEMARK
REEL: 005009 FRAME: 0481

CO.	MARK	APP. NO.	FILED	REG. NO.	REG. DATE	OWNER
US	SPARTECH & Design 	78268738	6/30/03	2860268	7/6/04	PolyOne Designed Structures and Solutions LLC
US	SPECTRUM	74322435	10/14/92	1774236	6/1/93	Alchem Plastics Corporation
US	STA-TUF	73212024	4/18/79	1153928	5/12/81	Spartech Polycom, Inc.
US	SUNGARD	73836018	11/3/89	1632059	1/22/91	PolyOne Designed Structures and Solutions LLC
US	ULTRATUF	75448204	3/11/98	2386124	9/12/00	PolyOne Designed Structures and Solutions LLC
US	ULTROS	74508981	4/4/94	1900613	6/20/95	PolyOne Designed Structures and Solutions LLC
US	VALIANT	78412939	5/4/04	3353245	12/11/07	Spartech Plastics, LLC
anada	ROYALEX			TMA 149,150		Alchem Plastics Corporation A
anada	STA-TUF			TMA 263,602		Alchem Plastics Corporation A
anada	CRYLEX			TMA 224,026		Alchem Plastics Corporation A
anada	CRYLEX-T			TMA 224,102		Alchem Plastics Corporation A
anada	KORAD			TMA 154,214		Polymer Extruded Products, Inc. P

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