

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM407396

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OMNOVA SOLUTIONS INC.		11/30/2016	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	1300 East Ninth Street, Floor 13		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3306519	NEW FLUID SOLUTIONS	
Registration Number:	3829153	NFS-SUPER SYSTEM	
Registration Number:	3870919	BOLTASPORT	
Registration Number:	3884988	DIVERSIWALL D	
Registration Number:	3938741	NFS-SUPER SQUEEZE	
Registration Number:	4139263	SOFDURA	
Registration Number:	4149409	CAPITANO	
Registration Number:	4280657	NAUTOLEX	
Registration Number:	4328017	HYDRO PLIOLITE	
Registration Number:	4521478	PLIOLITE	
Registration Number:	4566935	OMNOVA SOLUTIONS	
Registration Number:	4709352	VISCODRILL	
Registration Number:	4751492	VERUS DF	
Registration Number:	4913338	BOLTAFLEX	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3129932647		

CH \$365.00 3306519

Email: zeynep.gieseke@lw.com
Correspondent Name: Zeynep Gieseke
Address Line 1: 330 N. Wabash Avenue, Suite 2800
Address Line 2: Latham & Watkins LLP
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 035909-0040

NAME OF SUBMITTER: Zeynep Gieseke

SIGNATURE: /zg/

DATE SIGNED: 12/02/2016

Total Attachments: 5

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SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “Trademark Security Agreement”), dated as of November 30, 2016, by OMNOVA SOLUTIONS INC., an Ohio corporation (“Grantor”), in favor of JPMorgan Chase Bank, N.A., a national banking association, in its capacity as Administrative Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Third Amended and Restated Credit Agreement dated as of November 30, 2016 by and among Grantor, Administrative 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 agreed to make the Loans and to incur Letter of Credit obligations for the benefit of Grantor;

WHEREAS, Grantor has executed and delivered to Administrative Agent, for itself and the ratable benefit of Lenders, that certain Third Amended and Restated Security Agreement dated as of November 30, 2016 (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 Administrative 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) any and all trademarks and trademark applications, including, without limitation, those trademarks and trademark applications listed on Schedule 1 annexed hereto; (b) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (c) all licenses of the foregoing, whether as licensee or licensor; (d) all renewals of the foregoing; (e) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (f) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and

demands for royalties owing; and (g) all rights corresponding to any of the foregoing throughout the world.

All other capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Administrative 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.

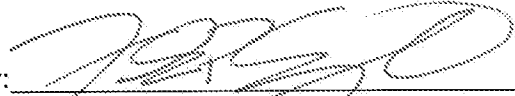
Notwithstanding the foregoing, the security interest created by this Trademark Security Agreement shall not extend to, and the term "Trademark License" shall not include any "Trademark License" that is now or hereafter held by Grantor as licensee to the extent that such "Trademark License" is not assignable or capable of being encumbered under the terms of such license, without the consent of the licensor thereof or other applicable party thereto (other than a Guarantor or its Subsidiaries) and such consent has not been obtained but has been requested; provided, however, that this exclusion shall not include any and all proceeds or receivables of the foregoing to the extent that the assignment or encumbering of such proceeds is not so restricted or is deemed effective under the Uniform Commercial Code or other applicable law.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative 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.

OMNOVA SOLUTIONS INC., as Grantor

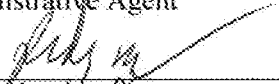
By: 

Name: Frank P. Esposito




Title: Assistant General Counsel and
Corporate Secretary

Acknowledged:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: Randy Hornum
Title: Authorized Officer

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Legal owner	Owner of record	Registration no.	Mark
OMNOVA SOLUTIONS INC.	OMNOVA SOLUTIONS INC.	3,306,519	NEW FLUID SOLUTIONS
OMNOVA SOLUTIONS INC.	OMNOVA SOLUTIONS INC.	3,829,153	NFS-SUPER SYSTEM
OMNOVA SOLUTIONS INC.	OMNOVA SOLUTIONS INC.	3,870,919	BOLTASPORT
OMNOVA SOLUTIONS INC.	OMNOVA SOLUTIONS INC.	3,884,988	
OMNOVA SOLUTIONS INC.	OMNOVA SOLUTIONS INC.	3,938,741	NFS-SUPER SQUEEZE
OMNOVA SOLUTIONS INC.	OMNOVA SOLUTIONS INC.	4,139,263	SOFDURA
OMNOVA SOLUTIONS INC.	OMNOVA SOLUTIONS INC.	4,149,409	CAPITANO
OMNOVA SOLUTIONS INC.	OMNOVA SOLUTIONS INC.	4,280,657	
OMNOVA SOLUTIONS INC.	OMNOVA SOLUTIONS INC.	4,328,017	HYDRO PLIOLITE
OMNOVA SOLUTIONS INC.	OMNOVA SOLUTIONS INC.	4,521,478	PLIOLITE
OMNOVA SOLUTIONS INC.	OMNOVA SOLUTIONS INC.	4,566,935	
OMNOVA SOLUTIONS INC.	OMNOVA SOLUTIONS INC.	4,709,352	VISCODRILL
OMNOVA SOLUTIONS INC.	OMNOVA SOLUTIONS INC.	4,751,492	VERUS DF
OMNOVA SOLUTIONS INC.	OMNOVA SOLUTIONS INC.	4,913,338	BOLTAFLEX