

SHAW PITTMAN

11/02/99

TRADEMARK RECORDATION FORM COVER SHEET

11-04-1999

TO: The Commissioner of Patents and Trademarks: Please record the attached

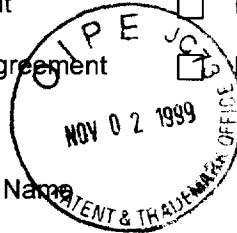


Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other _____
- License
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
09 30 1999



Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
09 30 1999

Name GENCORP INC.

Formerly _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization OHIO

Receiving Party

Mark if additional names of receiving parties attached

Name OMNOVA SOLUTIONS INC.

DBA/AKA/TA _____

Composed of _____

Address (line 1) _____

Address (line 2) 175 GHENT ROAD

Address (line 3) FAIRLAWN

OHIO

44333-3300

City

State/Country

Zip Code

- Individual
 - General Partnership
 - Limited Partnership
 - Corporation
 - Association
 - Other _____
 - Citizenship/State of Incorporation/Organization OHIO
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

11/04/1999 DNGUYEN 00000013 75698683

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
175.00 OP

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name _____

Address (line 1) _____

Address (line 2) _____

Address (line 3) _____

Address (line 4) _____

Correspondent Name and Address

Area Code and Telephone Number 202-663-8000

Name Kathy J. McKnight

Address (line 1) _____

Address (line 2) SHAW PITTMAN

Address (line 3) 2300 N STREET, NW

Address (line 4) WASHINGTON, D.C. 20037

Pages Enter the total number of pages of the attached conveyance document including any attachments. # 3

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<u>75698683</u>	<u>75469157</u>	<u>75482631</u>
<u>75635289</u>	<u>75316195</u>	<u>75742863</u>
<u>75742864</u>	<u>75445396</u>	_____

_____	_____	_____
_____	_____	_____
_____	_____	_____

Number of Properties Enter the total number of properties involved. # 8

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 215.00

Method of Payment: Enclosed Deposit Account

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # _____

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Kathy J. McKnight
Name of Person Signing

Kathy McKnight
Signature

11/2/99
Date Signed

ASSIGNMENT OF U.S. TRADEMARK APPLICATIONS

THIS ASSIGNMENT (the "Assignment") is made by GenCorp Inc., an Ohio corporation ("Assignor"), in favor of OMNOVA Solutions Inc., an Ohio corporation ("Assignee").

WITNESSETH:

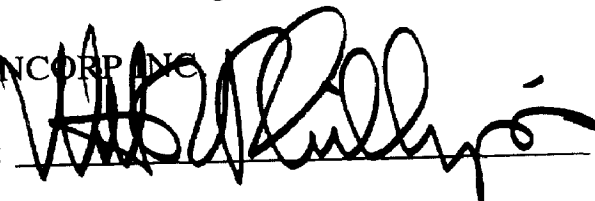
WHEREAS, Assignor is the owner of the trademarks and U.S. TRADEMARK APPLICATIONS listed on Schedule 1.01(f) attached hereto (collectively, the "Trademarks"); and

WHEREAS, pursuant to a Distribution Agreement dated September 30, 1999 (the "Agreement"), between Assignor and Assignee, Assignor has agreed to sell, convey, transfer, assign and deliver the Trademarks along with the goodwill symbolized thereby and the business associated therewith, which business is ongoing and existing, to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, convey, transfer and assign Assignee the Trademarks and all of Assignor's right, title and interest in and to the Trademarks, including, without limitation, (i) the goodwill of the business symbolized by the Trademarks and the business associated therewith, which business is ongoing and existing, and (ii) all rights to sue and recover damages for any and all past infringements thereof, all of the same to be held and enjoyed by Assignee for its own use and for the use of its successors or assigns as fully and entirely as the same would have been enjoyed by Assignor if assignment thereof had not been made.

This Assignment is given pursuant to the Agreement and is effective as of September 30, 1999 and is subject to the terms thereof and shall not be construed to limit, alter, impair, enhance or enlarge the rights and obligations under the Agreement and is given solely for purposes of separately evidencing the transactions contemplated thereby.

IN WITNESS WHEREOF, Assignor has executed this Assignment.

GENCORP INC.
By: 
Name: William R. Phillips
Title: Senior Vice President

**SCHEDULE 1.01(f)
U.S. TRADEMARK APPLICATIONS**

REG./APP. NO.	G/F	MARK
75/698683	F	ACRYGEN
75/469157	F	DURATOUGH
75/482631	F	GENCAL
75/635289	F	GENGLAZE
75/316195	F	KITCHEN & BATH COMPATIBLES
WAITING	F	OMNOVA SOLUTIONS
WAITING	F	OMNOVA SOLUTIONS INC.
75/445396	F	SEQUA-TONE

c: gencorp to omnova u.s. trademark applications