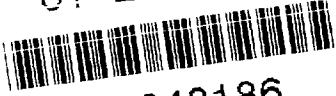


01-27-2003



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1-23-03 RECORDED & INDEXED

DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): PolyOne Corporation
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: State Street Bank & Trust Co. N.A.
Internal Address:
Street Address: 61 Broadway
City: New York State: NY Zip: 10006
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: 01/13/2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) See Attached List
Additional number(s) attached Yes No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: John H. Hornickel
Internal Address: PolyOne Corporation
Street Address: PolyOne Center
City: Avon Lake State: OH Zip: 44012

6. Total number of applications and registrations involved: [ ]

7. Total fee (37 CFR 3.41) \$ 240.00
Enclosed
Authorized to be charged to deposit account

8. Deposit account number: 07-1077

DO NOT USE THIS SPACE

9. Signature:
John H. Hornickel Name of Person Signing
Signature
16 January 2003 Date
Total number of pages including cover sheet, attachments, and document: 7

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JAN 23 PM 1:59
FINANCE SECTION

01/24/2003 LMJELLER 00000119 071077 76402342
01 FC:8521 40.00 CH
02 FC:8522 200.00 CH

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002657 FRAME: 0692

**Box 2.**

**Receiving Party**

Angelita Pena, Individual Trustee c/o State Street Bank and Trust Company, N.A.

61 Broadway

New York, NY 10006

Individual -- USA

**Box 4.**

**Trademark Application Nos.**

76/402342

76/402343

76/143401

76/437637

76/437636

76/437638

76/437635

76/449438

78/171706

## INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "IP Security Agreement Supplement") dated January 13, 2003, is made by the Person listed on the signature page hereof (the "Grantor") in favor of in favor of State Street Bank and Trust Company, N.A., as corporate trustee, and Angelita Pena, as individual trustee and, together with the corporate trustee, the "Collateral Trustees" for the Representatives and the Secured Holders (as defined in the Collateral Trust Agreement referred to below).

### PRELIMINARY STATEMENTS.

1. PolyOne Corporation, an Ohio corporation, and certain other parties, as grantors, have entered into a Collateral Trust Agreement dated as of January 25, 2002 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Trust Agreement"), with the Collateral Trustees. Terms defined in the Collateral Trust Agreement and not otherwise defined herein are used herein as defined in the Collateral Trust Agreement.

2. The Grantor and certain other Persons have executed and delivered that certain Security Agreement dated January 25, 2002 made by the Grantor and such other Persons to the Collateral Trustees (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") and that certain Intellectual Property Security Agreement dated January 25, 2002 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement").

3. Under the terms of the Security Agreement, the Grantor has granted a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor to the Collateral Trustees for the ratable benefit of the Representatives and the Secured Holders and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Confirmation of Grant of Security. The Grantor hereby grants to the Collateral Trustees for the ratable benefit of the Representatives and the Secured Holders a security interest in and to all of the Grantor's right, title and interest in and to the following (the "Additional Collateral"):

(i) The United States patents and patent applications set forth in Schedule A hereto, together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof (the "Patents");

(ii) The United States trademark and service mark registrations and applications set forth in Schedule B hereto (the "Trademarks");

(iii) The copyrights and United States copyright registrations and applications set forth in Schedule C hereto (the "Copyrights");

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with

the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

SECTION 2. Supplement to Security Agreement. Schedule V to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

SECTION 3. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Secured Obligations of the Grantor.

SECTION 4. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in connection with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Trustees with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

PolyOne Corporation

By John H. Hornickel  
Name: John H. Hornickel  
Title: Assistant Secretary and I.P. Counsel

Address for Notices:  
PolyOne Corporation  
PolyOne Center  
Avon Lake, Ohio 44012

**Schedule A  
Patents**

| <b>Pat. No.</b> | <b>Issue Date</b> | <b>Serial No.</b> | <b>Application Date</b> | <b>Title</b>  |
|-----------------|-------------------|-------------------|-------------------------|---|
| 6,017,679       | January 25, 2000  | 09/150,889        | September 10, 1998      | Composition for the manufacture of flexographic printing plates   |
| 6,375,864       | April 23, 2002    | 09/189,464        | November 10, 1998       | Daylight/nightglow colored phosphorescent plastic compositions and articles   |
| 6,406,069       | June 18, 2002     | 09/594,378        | June 15, 2000           | Colorant feeder apparatus for polymer processing machine  |
|                 |                   | 10/098,241        | March 15, 2002          | RIGID PVC COMPOUNDING COMPOSITIONS EXHIBITING WEATHER RESISTANCE AND PVC DEGRADATION RESISTANCE IN HOT SUNNY CLIMATES |
|                 |                   | 10/100,830        | March 18, 2002          | PROCESS FOR PRODUCING A MULTI-COLORED COVERSTOCK  |
|                 |                   | 10/126,312        | April 19, 2002          | A COMPOSITION AND METHOD FOR PURGING POLYMER PROCESSING EQUIPMENT   |
|                 |                   | 10/150,166        | May 17, 2002            | COMPOSITION AND METHOD FOR IMPROVEMENT OF RESIN FLOW IN POLYMER PROCESSING EQUIPMENT                                  |
|                 |                   | 10/150,305        | May 17, 2002            | MULTI-FUNCTIONAL COLOR CONCENTRATE COMPOSITIONS   |
|                 |                   | 10/171,055        | June 13, 2002           | COMPOSITION AND METHOD FOR FOAMING RESIN  |
|                 |                   | 10/410,606        | May 7, 2002             | WEATHER RESISTANT PLASTIC COMPOSITES CAPPED WITH POLYETHYLENE TEREPHTHALATE GLYCOL (PETG) FOR OUTDOOR EXPOSURES       |
|                 |                   | 60/416,658        | October 7, 2002         | COMPATIBILIZED THERMOPLASTIC VULCANIZATE BLENDS AND THEIR MORPHOLOGY AS DETERMINED BY ATOMIC FORCE MICROSCOPY         |
|                 |                   | 60/418,543        | October 15, 2002        | MOLDED PRODUCTS WITH MATTE FINISH AND METHOD OF MAKING SAME   |
|                 |                   | 60/419,469        | October 18, 2002        | APPARATUS AND METHOD OF PRODUCING CONCRETE FILLABLE WALL FORMWORK HAVING FLAT WALL SURFACES                           |
|                 |                   | 60/429,522        | November 27, 2002       | Double-Walled, Blow-Molded Poly(Vinyl Chloride) Article & Method of Making Same                                       |
|                 |                   | 60/429,524        | November 27, 2002       | Rheology Modified Thermoplastic Elastomers  |
|                 |                   | 60/429477         | November 26, 2002       | Effect of Extrusion Melt Temperature on Properties of Flexible Poly(Vinyl) Chloride                                   |
|                 |                   | 60/430,631        | December 3, 2002        | Use of Additives in Compounds Containing Macrocyclic Poly(Alkylene Dicarboxylate) Oligomers                           |
|                 |                   | 60/431,308        | December 6, 2002        | Liner with Different Impressments at Opposing Surfaces  |

**Schedule B  
Trademarks**

| <b>Trademark:</b>    | <b>Filing Date:</b> | <b>Appln. #:</b> |
|----------------------|---------------------|------------------|
| DLP                  | 29-Apr-02           | 76402342         |
| MAXBATCH             | 29-Apr-02           | 76402343         |
| SYNCURE              | 13-Jun-02           | 76143401         |
| HYDRO FLOW           | 5-Aug-02            | 76437637         |
| POLYADD              | 5-Aug-02            | 76437636         |
| POLYPURGE            | 5-Aug-02            | 76437638         |
| ROTHANE              | 5-Aug-02            | 76437635         |
| AQUAMIX              | 13-Sep-02           | 76449438         |
| BLUE PLANET SEQUENCE | 7-Oct-02            | 78171706         |

**Schedule C  
Copyrights**

Copyrightable Subject Matter is Created Daily, But No Known Copyright Applications Have  
Been Filed With the Library of Congress.

NYDOCS03/619585

**RECORDED: 01/23/2003**

**TRADEMARK  
REEL: 002657 FRAME: 0698**