

12-04-2003

Form PTO-159c
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

5-20-03



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings

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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)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: May 6, 2003

2. Name and Address of receiving party(ies)

Name: U.S. Bank Trust National Association, as successor Corporate Comptroller to State Street Bank and Trust Company N.A.

Internal Address:

Street Address: 100 Wall Street

City: New York State: NY Zip: 10005

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State:
- Other National Association

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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 78/214,372
78/231,435 78/231,021 78/230,482

B. Trademark Registration No.(s)

N/A

Filed!

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Intellectual Property Docketing

Internal Address: SHEARMAN & STERLING

Street Address: 599 Lexington Avenue

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41)..... \$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. If check is missing or otherwise insufficient, charge deposit account number:

07-1077

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Chad M. Yohn

Name of Person Signing

[Signature]
Signature

May 16, 2003

Date

5/21/2003 LNUELLER 00000039 071077 78214372 Total number of pages including cover sheet, attachments, and document: 15

1 FC:8521 40.00 CH
2 FC:8522 75.00 CH

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

Continuation of Trademark Recordation Form Cover Sheet

2. Name and Address of receiving party(ies)

Name: Angelita Pena

Internal
Address: _____

Street Address: 100 Wall Street

City: New York State: NY Zip: 10005

Individual(s) citizenship United States

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State: _____

NO ADDITIONAL PAGES

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "IP Security Agreement Supplement") dated May 6, 2003, is made by the Person listed on the signature page hereof (the "Grantor") in favor of U.S. Bank Trust National Association, 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. Pursuant to the Resignation and Appointment Agreement, dated as of May 1, 2003, among Grantor, Citicorp USA, Inc., State Street and U.S. Bank Trust National Association attached hereto as Exhibit A, U.S. Bank Trust National Association is the successor Corporate Trustee to State Street. PolyOne Corporation, an Ohio corporation, and certain other parties, as grantors, have entered into a Collateral Trust Agreement dated as of January 25, 2002, with the State Street Bank and Trust Company, N.A. ("State Street") (as amended, amended and restated, supplemented or otherwise modified from time to time, including, but not limited to the Amendment, Waiver and Consent No. 1, dated as of March 28, 2002, made by the Grantor and State Street, and the Amendment No. 2 to the Collateral Trust Agreement, dated as of May 6, 2003, made by the Grantor and the Collateral Trustees, collectively, the "Collateral Trust Agreement"). 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 State Street (as amended, amended and restated, supplemented or otherwise modified from time to time, including, but not limited to, the Amended and Restated Security Agreement, dated as of May 6, 2003, made by the Grantor to the Collateral Trustees, 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 United States copyrights and 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 dated as of January 25, 2002, is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral. Grantor does hereby acknowledge and confirm that Schedule II of the Amended and Restated Security Agreement dated as of May 5, 2003, includes 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.

* * *

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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
New Patent Applications of PolyOne Corporation
That Are Subject to Security Interest

Application No.	Filing Date	Title of Patent
60/442,211	1/24/2003	COMPATIBLE MULTI-FUNCTIONAL COLOR CONCENTRATE COMPOSITIONS
10/336141	1/3/2003	COMPOSITIONS FOR IMPARTING A TRANSLUCENT OPTICAL EFFECT TO TRANSPARENT THERMOPLASTIC POLYMERS
US03/07490	3/13/2003	USE OF CALCIUM CARBONATE IN RIGID POLY(VINYL CHLORIDE) COMPOSITIONS
60/462,267	4/11/2003	METHOD OF INCREASING OUTPUT OF POLY(VINYL CHLORIDE) COMPOUNDS BLENDED FROM DRY-BLENDED POWDERS
60/449,951	2/25/2003	PROFILE-EXTRUDED POLY(VINYL CHLORIDE) ARTICLES AND METHOD OF MAKING SAME
60/464,719	4/23/2003	DIGITALLY MAPPED FORMULAIC COLOR SPACE AND METHOD OF MAKING AND USING SAME
60/467,512	5/02/2003	IN-SITU GENERATION OF METALLIC PARTICLES

Schedule B**New Mark Applications of PolyOne That Are Subject to Security Interest**

Application No.	Filing Date	Mark
78231436	28-Mar-03	FIRECON
78231021	27-Mar-03	NANOBLEND
78230482	26-Mar-03	TESLART
78214372	13-Feb-03	ONCOLOR

Schedule C
None to Report

TRADEMARK
REEL: 002757 FRAME: 0986

EXHIBIT A

Resignation and Appointment Agreement

Resignation and Appointment Agreement dated as of May 1, 2003 among Citicorp USA, Inc. ("Agent"), PolyOne Corporation ("Company"), State Street Bank and Trust Company N.A. ("State Street"), and U.S. Bank Trust National Association ("U.S. Bank").

Recitals

State Street was appointed as Corporate Trustee under the Real Estate Collateral Trust Agreement dated as of January 25, 2002 (the "Agreement"). U.S. Bank recently acquired substantially all of the corporate trust business of State Street and the parties hereto wish to substitute U.S. Bank for State Street as Corporate Trustee under the Agreement.

SECTION 1. Resignation and Appointment. State Street hereby resigns as Corporate Trustee under the Agreement and the Agent hereby appoints U.S. Bank as the successor Corporate Trustee under the Agreement. Such resignation and appointment shall be effective as of the date first above written (the "Effective Date").

SECTION 2. Acceptance. U.S. Bank hereby accepts, as of the Effective Date, its appointment as successor Corporate Trustee under the Agreement and assumes all of the rights, powers, duties, immunities and trusts of the Corporate Trustee under the Agreement.

SECTION 3. Transfer of Property. State Street has delivered and transferred to, or holds as custodial agent for, U.S. Bank as successor Corporate Trustee all securities, applicable monies and other properties held by it, if any, as Corporate Trustee under the Agreement.

SECTION 4. Miscellaneous. This Resignation and Appointment Agreement shall be governed by the same laws as specified under the Agreement.

SECTION 5. Counterparts. This Resignation and Appointment Agreement may be signed in counterparts, each of which shall be regarded as the original and all of which shall constitute one and the same agreement.

SECTION 6. Notices. All notices and communications to be delivered to U.S. Bank as Corporate Trustee under the Agreement shall be delivered in the manner provided therein to U.S. Bank at 100 Wall Street, Suite 1600, New York, NY 10005 Attention: Corporate Trust Services.

SECTION 7. Consent. The undersigned hereby consents to the within appointment.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective duly authorized officers as of the date first above written.

CONSENTED TO:
PolyOne Corporation as Company

By: _____

Citicorp USA, Inc. as Agent

By: [Signature]
CAROL A. SHERIDAN
MANAGING DIRECTOR & VICE PRESIDENT

State Street Bank and Trust Company N.A. as
Corporate Trustee

By: [Signature]
Attorney-in-Fact

U.S. Bank Trust National Association as
Successor Corporate Trustee

By: [Signature]
Angelita Pena, Account Manager

Resignation and Appointment Agreement dated as of May 1, 2003 among Citicorp USA, Inc. ("Agent"), PolyOne Corporation ("Company"), State Street Bank and Trust Company N.A. ("State Street"), and U.S. Bank Trust National Association ("U.S. Bank").

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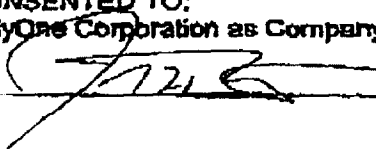
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CONSENTED TO:
PolyOne Corporation as Company

By: 

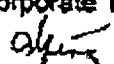
Citicorp USA, Inc. as Agent

By: _____

State Street Bank and Trust Company N.A. as
Corporate Trustee

By: 
Attorney-in-Fact

U.S. Bank Trust National Association as
Successor Corporate Trustee

By: 
Angelita Peña, Account Manager