

FORM PTO-1594
(Rev. 03/01)
OMB No. 0651-0027

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. 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):
Thermedics Polymer Products LLC

General Partnership Limited Partnership
 Corporation-State
 Other - State of Delaware Limited Liability Company

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

2. Name and address of receiving party(ies):
Name: Noveon IP Holdings Corp.

Internal Address:

Street Address:

9911 Brecksville Road

City: Cleveland State: OH ZIP: 44141

Corporation-State Illinois
 Association
 General Partnership

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date(s): October 2, 2003 and October 3, 2003

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

A. Trademark Application No.(s)
76/514,802
76/524,991
78/126,448

B. Trademark Registration No.(s)
1,256,471
1,368,980
1,738,878
2,088,372
2,092,186

Additional numbers attached? Yes No

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

Name: Mary Ellen Stoll

Address: Noveon, Inc.
Legal Department

Street Address: 9911 Brecksville Road

City: Cleveland State: OH Zip: 44141-3247

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41): \$ 215.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 50-1501

(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

Mary Ellen Stoll Mary Ellen Stoll December 12, 2003
Name of Person Signing Signature Date

Total number of pages comprising cover sheet, attachments, and document: 7

CH \$215.00 501501 76614802

Execution Copy

ASSIGNMENT OF TRANSFERRED INTELLECTUAL PROPERTY

This Assignment of Transferred Intellectual Property (this "Assignment") is made as of the 3rd day of October, 2003, by and among Noveon IP Holdings Corp., an Illinois corporation ("Assignee") and a subsidiary of Noveon, Inc., a Delaware corporation ("Noveon"), Viasys Healthcare Inc., a Delaware corporation, and Thermedics Polymer Products, LLC, a Delaware limited liability company, (each, an "Assignor" and collectively, "Assignors").

RECITALS:

A. Assignors and Noveon are parties to an Asset Purchase Agreement (the "Purchase Agreement") dated as of September 23, 2003 providing, among other things, for the assignment by Assignor to Noveon or its designee of all of Assignors' right, title and interest in and to the Transferred Intellectual Property (as defined in the Purchase Agreement);

B. Noveon has designated Assignee to acquire the Transferred Intellectual Property from Assignors;

C. Assignors have assigned to Assignee, pursuant to a separate Assignment of Patents (the "Assignment of Patents"), the Patents (as defined in the Assignment of Patents) included in the Transferred Intellectual Property; and

D. The parties hereto desire to provide for the assignment of Assignors' right, title and interest in the Transferred Intellectual Property other than the Patents to Assignee in accordance with the terms of the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and satisfaction of their respective obligations under the Purchase Agreement, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Assignment. Each Assignor does hereby convey, sell, transfer, assign and deliver unto Assignee and its designees, successors and assigns, all of its worldwide right, title and interest in and to all Transferred Intellectual Property other than the Patents, which have been assigned by Assignors to Assignee pursuant to the Assignment of Patents, including, without limitation, the Intellectual Property listed on Schedule A hereto and, with respect to the trademarks and trade names, all goodwill of the Business (as defined in the Purchase Agreement) symbolized thereby and associated therewith.

2. Further Assurances. Assignors shall from and after the date hereof, upon the reasonable request of Assignee and its designees, successors and assigns, execute and deliver such other documents as Assignee and its designees, successors and assigns may reasonably request to obtain the full benefit of this Assignment.

3. Governing Law. This Assignment shall be subject to, and construed and enforced in accordance with, the laws of the Commonwealth of Massachusetts without regard to the conflict of laws provisions thereof.

4. Governing Documents. The rights and obligations of the parties are set forth in the representations, warranties, covenants, indemnities, agreements and other terms and provisions of the Purchase Agreement. Such rights and obligations shall be neither limited, altered or impaired nor enhanced or enlarged hereby or by performance hereunder.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the day and year first above written.

ASSIGNEE:

Noveon IP Holdings Corp.

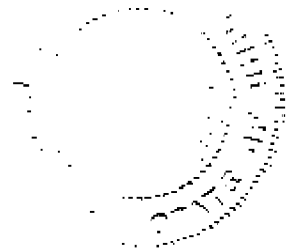
By: Joe A. Powell
Name: Joe A. Powell
Title: Senior Counsel IP

STATE OF OHIO)
COUNTY OF CUYAHOGA) SS:

On this 3rd day of October, 2003, before me a notary public, personally came Joe A. Powell, Senior Counsel IP of the Assignee above-named, who acknowledged that he did execute the foregoing Assignment, that he was duly authorized to do so, and that the same was his free act and deed and the free act and deed of said corporation.

Elizabeth L. Hyde
Notary Public

ELIZABETH HYDE
Notary Public - State of Ohio
Qualified in Summit County
Commission Expires June 11, 2008



ASSIGNOR:

Viasys Healthcare Inc.

By: Frank J. McCaney
Name: Frank J. McCaney
Title: SR. VP Bus Dev.

COMMONWEALTH OF PENNSYLVANIA
STATE OF _____
COUNTY OF PHILADELPHIA) SS:

On this 2nd day of October, 2003, before me a notary public, personally came Frank J. McCaney, Sr. VP Bus Dev. of the Assignor above-named, who acknowledged that he did execute the foregoing Assignment, that he was duly authorized to do so, and that the same was his free act and deed and the free act and deed of said corporation.

Lorena Kay Tinnery
Notary Public

Notarial Seal
Lorena Kay Tinnery, Notary Public
City Of Philadelphia, Philadelphia County
My Commission Expires Apr. 15, 2007
Member, Pennsylvania Association Of Notaries

ASSIGNOR:

Thermedics Polymer Products, LLC

By: Wesley N. Riemer
Name: WESLEY N. RIEMER
Title: TREASURER

COMMONWEALTH OF PENNSYLVANIA
STATE OF _____)
COUNTY OF PHILADELPHIA) SS:

On this 2nd day of October, 2003, before me a notary public, personally came Wesley N. Riemer Treasurer of the Assignor above-named, who acknowledged that he did execute the foregoing Assignment, that he was duly authorized to do so, and that the same was his free act and deed and the free act and deed of said corporation.

Loreena Kay Tinnerney
Notary Public

Notarial Seal
Loreena Kay Tinnerney, Notary Public
City Of Philadelphia, Philadelphia County
My Commission Expires Apr. 15, 2007
Member Pennsylvania Association Of Notaries

SCHEDULE A**Intellectual Property****Domain Names:**

THERMEDICSINC.COM
THERMEDICS.NET

Trademarks:

Country	Mark	Ser. No./Reg. No.	Filing/Reg. Date
U.S.	CARBOTHANE	Ser. No. 76/514802	Filed: May 16, 2003
U.S.	TECOFLEX	Reg. No. 1368980	Registered: November 5, 1985
U.S.	TECOFLEX	Reg. No. 1256471	Registered: November 8, 1983
U.S.	TECOGEL	Ser. No. 76/524991	Filed: June 23, 2003
U.S.	TECOPHILIC	Reg. No. 2092186	Registered: August 26, 1997
U.S.	TECOPLAST	Reg. No. 2088372	Registered: August 12, 1997
U.S.	TECOTHANE	Reg. No. 1738878	Registered: December 8, 1992
U.S.	VIAPURE	Ser. No. 78/126448	Filed: May 6, 2002

Common Law Trademarks:

THERMEDICS, as used to identify aliphatic urethane products.

Trade Secrets:

Unpatented formulations and processes associated with the products identified by the trademarks listed above.

Software:

Software License Agreement, dated May 7, 1998, among Syspro Impact Software, Inc., Sutton Software, Inc. and Thermedics, Inc. although this contract to have expired by its terms, the parties continue to operate under the terms thereof.