

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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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: 01/16/2004

2. Name and address of receiving party(ies)

Name: U.S Bank Trust National Association

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 _____

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) See Attached Sheet

B. Trademark Registration No.(s) See Attached Sheet

Additional number(s) attached Yes No

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

Name: John H. Hornickel

Internal Address: PolyOne Corporation

Street Address: 33587 Walker Road

City: Avon Lake State: OH Zip: 44012

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41).....\$ 315

- 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

John H. Hornickel
Signature

10 March 2004

Date

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

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

CH \$315.00 071077 78249781

Recordation Cover Sheet -- Page 2

Box 2.

Receiving Party

Angelita Pena, Individual Trustee, c/o U.S. Bank Trust National Association
100 Wall Street
New York, NY 10005

Individual -- USA

Box 4.

Trademark Application Nos.

Trademark Registration Nos.

78249781
78249786
78249794
78258611
78283219
78283233
78283212
78283209
78293050
78339699

1683548
1866372

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "IP Security Agreement Supplement") dated Jan. 16, 2004, 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, 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.

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 and Patents of PolyOne Corporation
That Are Subject to Security Interest

Application No.	Filing Date	Title of Patent
60/479,009	6/17/2003	FLAME RETARDANT POLYOLEFIN COMPOUNDS AND THEIR USE IN SURFACE COVERINGS
60/491,138	7/30/2003	PLASTIC MOLDED COLOR LAMINATES FOR VEHICLES
60/491,147	7/30/2003	NUCLEATED THERMOPLASTIC ELASTOMER COMPOSITIONS AND RELATED METHODS
60/493,128	8/7/2003	CATALYST SYSTEMS FOR ELASTOMERIC COMPOSITIONS
60/499,827	9/3/2003	COMPOUNDS OF THERMOPLASTIC POLYMERS MODIFIED WITH ELASTOMERIC POLYMERS AND METHODS OF MAKING AND USING THEM
60/505,223	9/22/2003	IMPACT-MODIFIED BLENDS
60/506,375	9/25/2003	RETROREFLECTIVE POLYMERIC COMPOUNDS AND ARTICLES MADE FROM THEM
60/509,679	10/8/2003	NANOCONCENTRATES CONTAINING POLYOLEFIN ELASTOMER
60/511,455	10/15/2003	USE OF TOCOPHEROL TO SCAVENGE ACETALDEHYDE IN POLYETHYLENE TEREPHTHALATE CONTAINERS
60/514,691	10/27/2003	CATHODIC PROTECTION COATINGS CONTAINING CARBONACEOUS CONDUCTIVE MEDIA
60/520,026	11/14/2003	DISPERSIONS OF INHERENTLY CONDUCTIVE POLYMER IN NON-IONIC WATERBORNE POLYMERS
60/520,040	11/14/2003	ELECTROSTATIC DISSIPATIVE PLASTISOLS
60/529,636	12/11/2003	FOAMABLE POLYVINYL CHLORIDE COMPOUND TOLERANT OF HIGH HEAT CONDITIONS
09/913,613*	8/15/2001	THERMOPLASTIC VULCANIZATE AND ITS METHOD OF PRODUCTION

Patent No.	Issue Date	Title of Patent
6,221,965*	4/24/2001	METHOD FOR PRODUCING A THERMOPLASTIC ELASTOMER MATERIAL

*The patent and patent application were acquired from Phoenix A.G. in September 2003.

Schedule B New Mark Applications of PolyOne That Are Subject to Security Interest		
Mark	Filing Date	Application No.
ONCOLOR	14-May-03	78249781
ONCAP	14-May-03	78249786
ONCALL	14-May-03	78249794
GRAVI-TECH	5-Jun-03	78258611
LUBRI-TECH	5-Aug-03	78283219
PRINTERS CHOICE	5-Aug-03	78283233
STAT-TECH	5-Aug-03	78283212
THERMA-TECH	5-Aug-03	78283209
ONFLEX	27-Aug-03	78293050
POLYMIX	11-Dec-03	78339699
Mark*	Reg. Date	Registration No.
MULTI-PURGE	21-Apr-92	1683548
POLYTRON	6-Dec-94	1866372

*These registered marks are added following database corrections.

**Schedule C
None to Report**