

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Poly One Corporation

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) Ohio Corporation

Execution Date(s) December 31, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: U.S. Bank Trust National Association

Internal Address: _____

Street Address: 100 Wall Street

City: New York

State: New York

Country: USA Zip: 10005

- Association Citizenship USA
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s)

See Attached Sheet

B. Trademark Registration No. (s)

See Attached Sheet

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: John H. Hornickel

Internal Address: Poly One Corporation

Street Address: 33587 Walker Road

City: Avon Lake

State: Ohio Zip: 44012

Phone Number: (440) 930-3317

Fax Number: (440) 930-1179

Email Address: John.Hornickel@PolyOne.com

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 240.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 07-1077

Authorized User Name John H. Hornickel

9. Signature:

John H. Hornickel

Signature

John H. Hornickel, Reg. No. 29,393

Name of Person Signing

17 January 2005

Date

Total number of pages including cover sheet, attachments, and document: 8

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.

78360865
78418896
78419033
78419002
78370417
78528293
78418878

Trademark Registration Nos.

0511127
2774854

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "IP Security Agreement Supplement") dated ~~December 31~~, 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 of PolyOne Corporation That Are Subject to Security Interest		
Application No.	Filing Date	Title of Patent
US2003/31764	10/2/2003	COMPATIBILIZED THERMOPLASTIC VULCANIZATE BLENDS AND THEIR MORPHOLOGY AS DETERMINED BY ATOMIC FORCE MICROSCOPY
10/677,713	10/2/2003	MOLDED PRODUCTS WITH MATTE FINISH AND METHOD OF MAKING SAME
US2003/32453	10/14/2003	APPARATUS AND METHOD OF PRODUCING CONCRETE FILLABLE WALL FORMWORK HAVING FLAT WALL SURFACES
US2003/32467	10/14/2003	APPARATUS AND METHOD OF PRODUCING CONCRETE FILLABLE WALL FORMWORK HAVING FLAT WALL SURFACES
10/714,006	11/14/2003	DOUBLE-WALLED, BLOW-MOLDED POLY(VINYL CHLORIDE) ARTICLE & METHOD OF MAKING SAME
10/772,213	2/4/2004	PROFILE-EXTRUDED POLY(VINYL CHLORIDE) ARTICLES AND METHOD OF MAKING SAME
60/541,564	2/4/2004	CATHODIC PROTECTION COMPOUNDS
10/782,753	2/23/2004	THERMOPLASTIC VULCANIZATE WITH IMPROVED SURFACE PROPERTIES
60/548,069	2/25/2004	IMPACT-MODIFIED BLENDS
60/554,590	3/19/2004	PLASTISOL COMPOSITIONS THAT ARE ESSENTIALLY FREE OF POLYVINYL HALIDES AND PHTHALATES
10/811,571	3/29/2004	METHOD OF INCREASING OUTPUT OF POLY(VINYL CHLORIDE) COMPOUNDS BLENDED FROM DRY-BLENDED POWDERS
US2004/12233	4/21/2004	DIGITALLY MAPPED FORMULAIC COLOR SPACE AND METHOD OF MAKING AND USING SAME
10/828976	4/21/2004	METHOD OF PREDICTION OF IN-VIVO POLYMER PERFORMANCE BY EXTERNAL EXPERIMENTATION
US2004/018786	6/14/2004	FLAME RETARDANT POLYOLEFIN COMPOUNDS AND THEIR USE IN SURFACE COVERINGS
60/579,222	6/14/2004	DURABLE AND LOW FRICTION THERMOPLASTIC ELASTOMER COMPOSITIONS
10/877,403	6/25/2004	THERMOPLASTIC VULCANIZATE AND ITS METHOD OF PRODUCTION
60/582,954	6/25/2004	INTUMESCENT POLYOLEFIN NANOCOMPOSITES AND THEIR USE
60/583,827	6/29/2004	COMPATIBILIZED THERMOPLASTIC ELASTOMER COMPOSITIONS
60/585,022	7/2/2004	SOIL-RESISTANT THERMOPLASTIC ELASTOMER COMPOSITIONS AND RELATED METHODS
US2004/23203	7/19/2004	CATALYST SYSTEMS FOR ELASTOMERIC COMPOSITIONS
US2004/23195	7/19/2004	IMPACT-MODIFIED BLENDS OF POLYESTER AND POLYCARBONATE

Schedule A New Patent Applications of PolyOne Corporation That Are Subject to Security Interest		
Application No.	Filing Date	Title of Patent
US2004/24336	7/28/2004	NUCLEATED THERMOPLASTIC ELASTOMER COMPOSITIONS AND RELATED METHODS
60/605,492	8/30/2004	REINFORCED THERMOPLASTIC COMPOSITIONS WITH ENHANCED PROCESSABILITY
10/506,661	9/3/2004	USE OF CALCIUM CARBONATE IN RIGID POLY(VINYL CHLORIDE) COMPOSITIONS
US2004/28674	9/3/2004	RETROREFLECTIVE POLYMERIC COMPOUNDS AND ARTICLES MADE FROM THEM
60/612,376	9/23/2004	IMPACT MODIFIED POLYAMIDE BLENDS
US2004/32650	10/1/2004	NANOCONCENTRATES CONTAINING POLYOLEFIN ELASTOMER
US2004/32646	10/1/2004	USE OF TOCOPHEROL TO SCAVENGE ACETALDEHYDE IN POLYETHYLENE TEREPHTHALATE CONTAINERS
US2004/32650	10/1/2004	NANOCLAY-CONTAINING COMPOSITES AND METHODS OF MAKING THEM
US2004/32650	10/1/2004	NANOCLAY-CONTAINING COMPOSITES AND METHODS OF MAKING THEM
60/615,278	10/1/2004	USE OF CATHODIC PROTECTION COMPOUNDS ON TREATED METAL ARTICLES
US2004/35250	10/22/2004	CATHODIC PROTECTION COATINGS CONTAINING CARBONACEOUS CONDUCTIVE MEDIA
US2004/37371	11/10/2004	DISPERSIONS OF INHERENTLY CONDUCTIVE POLYMER IN NON-IONIC WATERBORNE POLYMERS
US2004/37370	11/10/2004	ELECTROSTATIC DISSIPATIVE PLASTISOLS
11/001,909	12/2/2004	FOAMABLE POLYVINYL CHLORIDE COMPOUND TOLERANT OF HIGH HEAT CONDITIONS
60/632,419	12/3/2004	COLOR CONCENTRATE CARRIER FOR POLYESTER BOTTLES
60/633,817	12/7/2004	ACOUSTIC SURFACES MADE FROM NANOCOMPOSITES
60/635,833	12/14/2004	USE OF BISMUTH OXIDES FOR LASER MARKINGS IN THERMOPLASTIC POLYURETHANE COMPOUNDS
60/639,661	12/28/2004	LIGHTLY COLORED CATHODIC PROTECTION COMPOUNDS
60/639,861	12/28/2004	BLENDS OF NANOCOMPOSITES AND THEIR USE
60/639,868	12/28/2004	USE OF LIGNOSULFONIC ACID-GRAFTED POLYANILINE AS A DISPERSION AGENT FOR NANOMETRIC CARBONACEOUS MATERIAL

Schedule B New Mark Applications of PolyOne That Are Subject to Security Interest		
Mark	Filing Date	Application No.
BERGAMID	2-Feb-04	78360865
GEON	14-May-04	78418896
PLASTONE	14-May-04	78419033
POLYONE	14-May-04	78419002
QUANTUMONE	19-Feb-04	78370417
SERIESONE	7-Dec-04	78528293
WILSON	14-May-04	78418878
Mark*	Reg. Date	Registration No.
STAN-TONE (Stylized)	6/21/1949	511127
SYNCURE	10/21/2003	2774854

*These registered marks are restored following releases due to anticipated divestitures that did not occur.

**Schedule C
None to Report**