

## 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):

U.S. Bank Trust National Association

- ☐ Individual(s) ☒ Association  
☐ General Partnership ☐ Limited Partnership  
☐ Corporation- State: \_\_\_\_\_  
☐ Other \_\_\_\_\_

Citizenship (see guidelines) USA

Additional names of conveying parties attached? ☒ Yes ☐ No

### 3. Nature of conveyance /Execution Date(s) :

Execution Date(s) October 3, 2005

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other Release of Security Interest

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: PolyOne Corporation

Internal \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 33587 Walker Road

City: Avon Lake

State: Ohio

Country: USA

Zip: 44012

- ☐ Association Citizenship \_\_\_\_\_  
☐ General Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☒ Corporation Citizenship USA  
☐ 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)

B. Trademark Registration No.(s)

416,625 and 2,938,881

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: PolyOne 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:

2

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65

- ☐ 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

Reg. No. 29,393

October 10, 2005

Date

John H. Hornickel, Assistant Secretary

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

**Recordation Cover Sheet -- Page 2**

**Box 1.**

**Conveying Party**

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

Individual -- USA

**RELEASE AND DISCHARGE OF SECURITY INTEREST  
IN CERTAIN INTELLECTUAL PROPERTY**

This RELEASE AND DISCHARGE OF SECURITY INTEREST IN CERTAIN INTELLECTUAL PROPERTY (this "IP Security Release and Discharge") dated 10/3/2005, ~~2004~~ is made by 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) in favor of PolyOne Corporation (the "Grantor").

**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. This Collateral Trust Agreement has been supplemented by an Amended and Restated Security Agreement dated as of May 6, 2003 (specifically, the "Amended and Restated Security Agreement"). Terms defined in the Collateral Trust Agreement and the Amended and Restated Security Agreement not otherwise defined herein are used herein as defined in the Collateral Trust Agreement and the Amended and Restated Security Agreement, respectively.

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"). The Grantor and certain other Persons have executed and delivered that certain Security Agreement dated May 6, 2003 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 "Supplemental Security Agreement") and that certain Intellectual Property Security Agreement dated May 6, 2003 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Supplemental IP Security Agreement").

3. Under the terms of the Security Agreement and Supplemental Security Agreement, the Collateral Trustees have agreed to release and discharge their security interest in the Collateral and Additional Collateral (defined to be intellectual property added to the Collateral after the date of the Intellectual Property Security Agreement or the after the date of the Supplemental Intellectual Property Security Agreement, whichever applies) owned or held by the Grantor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Trustees agree as follows:

**SECTION 1. Release and Discharge Security.** On behalf of the Representatives and the Secured Holders, the Collateral Trustees hereby forever release and discharge their security interest in and to all of the Grantor's right, title and interest in and to the following Collateral and Additional Collateral:

(i) The United States trademark registration numbers 416,625 and 2,938,881 for "OSullivan's" and "CoverWise", respectively, and associated goodwill owned by PolyOne Corporation (the "Trademarks");

(ii) The United States patent 5,215,586 for "Apparatus for Collecting an Overspray" owned by PolyOne Corporation (the "Patent");

(iii) unregistered copyrights, trade secrets, know-how, and other proprietary business and technical information regarding the making, using, and selling of calendarred films owned by PolyOne Corporation (together with the Trademarks and the Patent constituting "Engineered Films Intellectual Property");

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Engineered Films Intellectual Property, 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. 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 Release and Discharge.

**SECTION 3. Governing Law.** This IP Security Release and Discharge 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 Release and Discharge to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

U.S. Bank Trust National Association,  
Corporate Trustee

By   
Name: **Geraldo Cruz**  
Title: **Trust Officer**

  
Name: **Angelita Pena**  
Title: **Individual Trustee**

Address for Notices:  
U.S. Bank Trust National Association  
100 Wall Street  
New York, NY 10005

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