

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of security interests recorded at Reels/Frames 2729/0195 and 2872/0477

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ableco Finance LLC, as collateral agent		01/18/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	CPFilms, Inc.
Street Address:	4210 The Great Road
City:	Fieldale
State/Country:	VIRGINIA
Postal Code:	24115
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	2792179	CLEARLES
Registration Number:	2498735	CLEARFIL
Registration Number:	2503446	CPFILMS
Registration Number:	1894494	FORMULAONE PERFORMANCE AUTOMOTIVE FILM
Registration Number:	1208135	GILA
Registration Number:	2979000	GILA
Registration Number:	2749640	GILA
Registration Number:	2858897	HALCYON
Registration Number:	3036493	HALCYON SHADES
Registration Number:	1865124	HPR
Registration Number:	1550149	LIMELIGHT
Registration Number:	1089700	LLUMAR
Registration Number:	3194853	MEMORIES LIKE THIS... SHOULDN'T FADE

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Registration Number:	1874669	PLATINUM PLUS
Registration Number:	2276564	SPECTRASELECT
Registration Number:	2251790	UV SHIELD
Registration Number:	2122616	VISTA

CORRESPONDENCE DATA

Fax Number: (312)660-0471

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-861-6371

Email: rprescan@kirkland.com

Correspondent Name: Renee Prescan

Address Line 1: 200 E. Randolph Drive

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	18900-203 RMP
NAME OF SUBMITTER:	Renee M. Prescan
Signature:	/Renee M. Prescan/
Date:	01/22/2008

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of January 18, 2008 ("Effective Date") by and between **Ableco Finance LLC**, as collateral agent for certain lenders, a Delaware limited liability company ("Grantee"), and **CPFilms, Inc.**, a Delaware corporation ("Grantor").

WHEREAS, Grantor and Grantee entered into that certain Security Agreement dated as of October 8, 2003, by and among Grantor, Grantee, Solutia Inc., Solutia Business Enterprises, Inc., Monchem, Inc., Monchem International, Inc., Solutia Investments, LLC, and Solutia Systems, Inc. (the "Security Agreement");

WHEREAS, pursuant to the terms and conditions of the Security Agreement, Grantor and Grantee entered into an Assignment for Security dated as of October 8, 2003 ("Assignment for Security"), pursuant to which Grantor assigned, conveyed, mortgaged, pledged and granted to Grantee, for the benefit of the Secured Parties, a continuing security interest in and to all of Grantor's right, title and interest in, to and under the Trademarks, including, but not limited to, the trademark applications and registrations listed on the Schedule attached hereto, together with, among other things, the good will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which then or thereafter existed by reason of infringement thereof and any and all damages arising from violations thereof (the "Collateral" or the "Senior Trademark Collateral");

WHEREAS, Grantor and Grantee entered into that certain Amended, Restated and Novated Junior Security Agreement dated as of October 8, 2003, by and among Grantor, Grantee, Solutia, Inc., HSBC Bank USA (the "Trustee"), Solutia Business Enterprises, Inc., Monchem, Inc., Monchem International, Inc., Solutia Investments, LLC, and Solutia Systems, Inc. (the "Junior Security Agreement"), pursuant to which Grantor granted certain interests in favor of the Junior Secured Parties, as such term is defined in the Junior Security Agreement;

WHEREAS, pursuant to the terms and conditions of the Junior Security Agreement, Grantor executed that certain Short-Form Junior Trademark Security Agreement, dated as of October 8, 2003 (the "Short-Form Junior Trademark Security Agreement");

WHEREAS, the Assignment for Security was recorded with the United States Patent and Trademark Office ("PTO") on October 9, 2003 at Reel 2729, Frame 0195;

WHEREAS, the Short-Form Junior Trademark Security Agreement was recorded with the PTO on November 25, 2003, at Reel 2872, Frame 0477; and

WHEREAS, Grantor has paid all of its outstanding indebtedness to Grantee, lenders, Trustee and the Junior Secured Parties.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Security Agreement, the Assignment for Security, the Junior Security Agreement, and the Short-Form

Junior Trademark Security Agreement, and hereby terminates, cancels and releases any and all security interests it has against the Collateral/Senior Trademark Collateral.

Grantee represents and warrants that: (i) it has the full power and authority to execute this Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Collateral/Senior Trademark Collateral; and (iii) it has not recorded or otherwise evidenced its security interest with respect to any trademark, or registration of an application to register any trademark, or any trade name or assumed name, other than those trademark applications and registrations set forth on the Schedule attached hereto, in any jurisdiction throughout the world.

Grantee shall take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

* * * * *

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

ABLECO FINANCE LLC



Name: Kevin Genda

Title: Vice Chairman

Junior Trademark Security Agreement, and hereby terminates, cancels and releases any and all security interests it has against the Collateral/Senior Trademark Collateral.

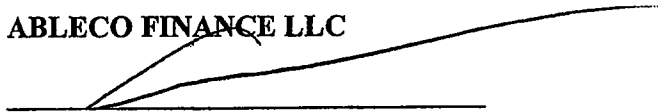
Grantee represents and warrants that: (i) it has the full power and authority to execute this Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Collateral/Senior Trademark Collateral; and (iii) it has not recorded or otherwise evidenced its security interest with respect to any trademark, or registration of an application to register any trademark, or any trade name or assumed name, other than those trademark applications and registrations set forth on the Schedule attached hereto, in any jurisdiction throughout the world.

Grantee shall take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

* * * * *

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

ABLECO FINANCE LLC



Name: Kevin Genda

Title: Vice Chairman

SCHEDULE

U.S. TRADEMARK APPLICATIONS AND REGISTRATIONS

Mark	Serial No./ Registration No.	Filing Date/ Registration Date
MEMORIES LIKE THIS SHOULDN'T FADE	3,194,853	7/8/2003
GILA	2,979,000	7/8/2003
HALCYON SHADES	3,036,493	6/11/2003
HALCYON	2,858,897	10/24/2002
GILA & DESIGN	2,749,640	8/12/2003
CLEARLES	2,792,179	12/9/2003
SUN SCENTS	75/707,933	5/18/1999
CPFILMS	2,503,446	11/6/2001
CLEARFIL	2,498,735	10/16/2001
SPECTRASELECT	2,276,564	9/7/1999
UV SHIELD	2,251,790	6/8/1999
LOW-E ULTRA	2,052,602	4/15/1997
SOLAR STOP	2,184,382	8/25/1998
WE'VE GOT THE SUN COVERED	2,089,742	8/19/1997
LLUMARIZE	2,024,639	12/17/1996
CENTAUR	1,996,092	8/20/1996
VISTA	2,122,616	12/23/1997
TPR TOTAL PERFORMANCE RATING	1,876,653	1/31/1995
HPR	1,865,124	11/29/1994
TITANIUMPLUS	1,889,282	4/11/1995
PLATINUM PLUS	1,874,669	1/17/1995
FORMULAONE PERFORMANCE AUTOMOTIVE FILM	1,894,494	5/16/1995
LIMELIGHT	1,550,149	8/1/1989
PAL	1,360,542	9/17/1985
GILA RIVER	1,229,159	10/9/1984
GILA	1,291,584	8/28/1994

Mark	Serial No./ Registration No.	Filing Date/ Registration Date
GILA GRAPHICS	1,276,080	5/1/1984
DESIGN	1,299,158	10/9/1984
GILA RIVER & DESIGN	1,291,577	8/28/1984
LLUMAR	1,089,700	4/18/1978
GILA	1,208,135	9/14/1982