

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ABL Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Solutia Inc.		12/12/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Citibank, N.A.
Street Address:	2 Penn's Way
City:	New Castle
State/Country:	DELAWARE
Postal Code:	19720
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	77412629	DO MORE WITH VYDYNE
Serial Number:	77453572	ELITE
Serial Number:	77470218	SILENTGLASS TECHNOLOGY
Serial Number:	77531737	SAFLEX
Serial Number:	77535721	FLEXSYS
Serial Number:	77553644	FORMULAONE
Serial Number:	77589477	SAFLEX MAGNUM
Registration Number:	3437288	PAMPURR SALON
Registration Number:	3455192	SOUND PRO

CORRESPONDENCE DATA

Fax Number: (917)777-4104
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212)735-3000
 Email: kellie.weilbrenner@skadden.com
 Correspondent Name: Skadden, Arps, Slate, Meagher & Flom

CH \$240.00 77412629

Address Line 1: Four Times Square
Address Line 2: Attn: Jennifer Ward, Esq.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	525360/1037
NAME OF SUBMITTER:	Jennifer Ward
Signature:	/Jennifer Ward/
Date:	12/30/2008

Total Attachments: 4
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement") dated as of December 12, 2008 between SOLUTIA INC., a Delaware corporation, located at 575 Maryville Centre Drive, St. Louis, Missouri 63141 (the "U.S. Borrower" and "Grantor"), in favor of CITIBANK, N.A., located at 2 Penn's Way, New Castle, Delaware 19720, as collateral agent (in such capacity, together with its successors in such capacity, the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

RECITALS

A. The U.S. Borrower, Solutia Europe SA/NV ("Solutia Europe"), Flexsys SA/NV (together with the U.S. Borrower and Solutia Europe, the "Borrowers"), the Collateral Agent, Citibank, N.A., as administrative agent (in such capacity and together with any successors in such capacity, the "Administrative Agent") for the Lenders (as defined herein), the lending institutions from time to time party thereto (the "Lenders"), Citibank International plc, as European Collateral Agent, and the other parties thereto have entered into that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), providing for the making of Loans and other credit accommodations to the Borrowers pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement.

B. The U.S. Borrower and CPFilms will receive substantial benefits from the execution, delivery and performance of the obligations of the Borrowers under the Credit Agreement and, therefore, the U.S. Borrower, CPFilms, certain other subsidiaries of the U.S. Borrower, and the Collateral Agent have entered into that certain Security Agreement, dated as of February 28, 2008 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), which Security Agreement has been given by each Grantor (and the other grantors party thereto) in favor of the Collateral Agent for the benefit of the Secured Parties to secure the payment and performance of all of the Obligations.

C. Pursuant to the Security Agreement, the Grantor is required to give this Agreement in favor of the Collateral Agent for the benefit of the Secured Parties to secure payment and performance of all of the Obligations.

NOW THEREFORE, in consideration of the foregoing and other benefits accruing to the Grantor, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees as follows:

SECTION 1. *Security Agreement Defined Terms.* Capitalized terms used but not otherwise defined herein that are defined in or incorporated by reference into the Security Agreement shall have the meanings given to them in, or incorporated by reference into, the Security Agreement.

SECTION 2. *Grant of Security Interest in Trademark Collateral.* As collateral security for the payment and performance in full of all the Obligations, each Grantor hereby pledges and grants to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in and to all of the right, title and interest of such Grantor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (collectively, the “Trademark Collateral”): all United States, state, and foreign trademarks, service marks, certification marks, slogans, logos, trade dress, internet domain names, corporate names, trade names, and other source or business identifiers, whether registered or unregistered (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), together with any and all (i) registrations and applications for any of the foregoing, including the United States registrations and applications listed on Schedule I hereto, (ii) goodwill connected with the use thereof and symbolized thereby, (iii) rights and privileges arising under applicable law with respect to the use of any of the foregoing, (iv) renewals thereof and amendments thereto, (v) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (vi) rights corresponding thereto throughout the world and (vii) rights to sue for past, present and future infringements, dilutions or other violations thereof.

SECTION 3. *Security Agreement.* The liens and security interests granted pursuant to this Agreement are granted in conjunction with the liens and security interests granted to the Collateral Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. *Governing Law.* **THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

SECTION 5. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute a single contract and shall become effective as of the date hereof. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission (e.g., “PDF” or “tif” via e-mail) shall be effective as delivery of a manually executed counterpart hereof.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor hereto has duly executed this Agreement as of the day and year first above written.

SOLUTIA INC.

By: James A. Tichenor
Name: James A. Tichenor
Title: Assistant Treasurer

ACKNOWLEDGMENT OF GRANTOR

STATE OF MISSOURI)
) ss.
COUNTY OF ST. LOUIS)

On this 12th day of December, 2008 before me personally appeared James A. Tichenor, and proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of the Grantor, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Deborah Powers Kruger
Notary Public



DEBORAH POWERS KRUGER
My Commission Expires
January 7, 2012
St. Louis County
Commission #08418767

Schedule I

New Trademark Applications

Do More with Vydine	77/412629	Solutia
Elite	77/453572	Solutia
Silent Glass Technology	77/470218	Solutia
Saflex	77/531737	Solutia
Flexsys & Logo (color)	77/535721	Solutia
Formulaone	77/553644	Solutia
Saflex Magnum	77/589477	Solutia

New Trademark Registrations

Pampurr Salon	3437288	Solutia
Sound Pro	3455192	Solutia