

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK ASSIGNMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Solutia Inc.		06/01/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Ascend Performance Materials LLC		
Street Address:	575 Maryville Centre Dr.		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63141		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	2505081	ASCEND	
Registration Number:	2774040	COLORSHIELD	
Registration Number:	2786311	LIQUA SHIELD	
Registration Number:	2101121	LXI	
Registration Number:	1183834	NO-SHOCK	
Registration Number:	2761191	NO-SHOCK	
Registration Number:	2770103	RENEW	
Registration Number:	2474152	THERMA SEALED	
Registration Number:	2476313	THERMA SEALED	
Registration Number:	3149555	TRAFFIC CONTROL	
Registration Number:	944383	ULTRON	
Registration Number:	963903	VYDYNE	
Registration Number:	3555472	VYDYNE PA 66	
Registration Number:	3121801	ZEACRIMP	

CH \$815.00 2505081

Registration Number:	545734	ACRILAN
Registration Number:	1220948	ACRILAN
Registration Number:	1886638	BOUNCE-BACK
Registration Number:	1738386	DURASPUN
Registration Number:	2269626	PIL-TROL
Registration Number:	1174279	REMEMBER
Registration Number:	1622586	S63
Registration Number:	2780421	SPEC THIS
Registration Number:	1800808	THE SMART YARNS.
Serial Number:	77412629	DO MORE WITH VYDYNE
Serial Number:	77130976	NO SHOCK
Serial Number:	77696741	NYCO
Serial Number:	77236919	ULTRON COLORSHIELD
Serial Number:	77257123	ULTRON ENDURE
Serial Number:	77258220	ULTRON NATURAL NYLON
Serial Number:	78901901	ULTRON PRISMATIC
Serial Number:	78901882	ULTRON SDN
Serial Number:	77257132	ULTRON STAINGUARD

CORRESPONDENCE DATA

Fax Number: (202)739-3001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202.739.5216
Email: JSims@MorganLewis.com, nward@morganlewis.com,
ateixeira@morganlewis.com
Correspondent Name: James R. Sims III
Address Line 1: 1111 Pennsylvania Avenue, NW
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	069618-5000-
NAME OF SUBMITTER:	James R. Sims III
Signature:	/James R. Sims III/
Date:	07/06/2009

Total Attachments: 4
source=TRADEMARK ASSIGNMENT - Ascend#page1.tif
source=TRADEMARK ASSIGNMENT - Ascend#page2.tif
source=TRADEMARK ASSIGNMENT - Ascend#page3.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of June 1, 2009 ("Effective Date") by and between Solutia Inc., a corporation formed under the laws of the State of Delaware ("Solutia" or "Assignor"), and Ascend Performance Materials LLC (f/k/a NyCo LLC) ("Newco" or "Assignee").

WHEREAS, pursuant to that certain Transaction Agreement, dated as of March 31, 2009 (as amended, replaced, superseded, supplemented or otherwise modified from time to time, the "Transaction Agreement"), by and among Solutia, Newco, SK Capital Partners II, L.P., a limited partnership formed under the laws of the State of Delaware ("SK") and SK Titan Holdings LLC, a limited liability company formed under the laws of the State of Delaware and the membership interests of which are wholly-owned by SK and its affiliates ("Buyer"), among other things, (i) Solutia has agreed to contribute, and cause the Other Sellers (as defined in the Transaction Agreement) to contribute, to Newco, and Newco has agreed to accept from Sellers (as defined in the Transaction Agreement), the Contributed Assets (as defined in the Transaction Agreement), and (ii) Solutia has agreed to contribute to Ascend Performance Materials Holdings Inc., a Delaware corporation ("Holdings"), all of the membership interests of Newco following the contribution of the Contributed Assets (as defined in the Transaction Agreement) for cash and shares of the capital stock of Holdings and Buyer has agreed to contribute to Holdings cash for shares of the capital stock of Holdings so that, immediately following such contributions, Buyer shall be the majority stockholder of Holdings, in each case for the consideration and upon the other terms and subject to the conditions set forth in the Transaction Agreement;

WHEREAS, Assignor is the owner of (1) the United States trademark registrations set forth on Schedule A attached hereto, (2) the United States applications for trademark registration set forth on Schedule B attached hereto, (3) the foreign trademark registrations set forth on Schedule C attached hereto, and (4) the foreign trademark applications set forth on Schedule D attached hereto (collectively, the "Trademarks"), which are included in the Contributed Assets; and

WHEREAS, in connection with the transactions contemplated by the Transaction Agreement, Assignor has agreed to contribute, sell, transfer, assign, convey, and deliver to Assignee, and Assignee has agreed to accept from Assignor, all of Assignor's right, title and interest in, to and under the Trademarks.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Transaction Agreement, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor hereby contributes, sells, transfers, assigns, conveys and delivers to Assignee all of its right, title and interest in and to the Trademarks, including, without limitation, any registrations and applications thereof, any renewals and extensions of the registrations, all goodwill associated with any of the foregoing, and all other corresponding rights that are or may be secured under the laws of the United States, any jurisdiction thereof, any foreign country or any multinational jurisdiction now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, and

including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of any of the Trademarks, with the right to sue for, and collect the same, for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the United States Commissioner of Patents and Trademarks and the corresponding government officers in all applicable jurisdictions to record Assignee as the assignee and owner of the Trademarks.

This Assignment is being delivered pursuant to, and subject to the terms and conditions of, the Transaction Agreement. Notwithstanding any other provision of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions set forth in the Transaction Agreement, nor shall this Assignment reduce, expand or enlarge any remedies under the Transaction Agreement. In the event that any term or condition of this Assignment conflicts with any term or condition of the Transaction Agreement, the terms and conditions of the Transaction Agreement shall prevail in all respects.

THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE DOMESTIC LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF NEW YORK OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK.


This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. This Assignment or any counterpart may be executed and delivered by facsimile copies or delivered by electronic communications by portable document format (.pdf), each of which shall be deemed an original.

{Remainder of page intentionally left blank.}

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.


ASSIGNOR:

SOLUTIA INC.

By: 
Name: David P. McCool
Title: Vice President, Assistant Secretary and
Deputy General Counsel

ASSIGNEE:

ASCEND PERFORMANCE MATERIALS LLC

By: 
Name: David P. McCool
Title: Vice President and Assistant Secretary

{Signature page to Trademark Assignment}

SCHEDULE A**U.S. Trademark Registrations**

Trademark	Jurisdiction	Filing Date/ Grant Date	App. No /Reg. No.	Status
ASCEND	United States	11/06/01	2505081	Registered
COLORSHIELD	United States	10/14/03	2774040	Registered
LIQUA SHIELD & DEVICE	United States	11/25/03	2786311	Registered
LXI (STYLIZED)	United States	09/30/97	2101121	Registered
NO-SHOCK	United States	12/29/81	1183834	Registered
NO-SHOCK	United States	09/09/03	2761191	Registered
RENEW	United States	09/30/03	2770103	Registered
THERMA SEALED	United States	07/31/01	2474152	Registered
THERMA SEALED AND FLAME DESIGN	United States	08/07/01	2476313	Registered
TRAFFIC CONTROL	United States	09/26/06	3149555	Registered
ULTRON	United States	10/10/72	944383	Registered
VYDYNE	United States	07/17/73	963903	Registered
VYDYNE PA66 LOGO	United States	12/30/08	3555472	Registered
ZEACRIMP	United States	07/25/06	3121801	Registered
ACRILAN	United States	07/24/51	545734	Registered
ACRILAN	United States	12/21/82	1220948	Registered
BOUNCE-BACK	United States	03/28/95	1886638	Registered
DURASPUN	United States	12/08/92	1738386	Registered
PIL-TROL	United States	08/10/99	2269626	Registered
REMEMBER	United States	10/20/81	1174279	Registered
S63	United States	11/13/90	1622586	Registered
SPEC THIS	United States	11/04/03	2780421	Registered
THE SMART YARNS	United States	10/26/93	1800808	Registered

SCHEDULE B**U.S. Trademark Applications**

Trademark	Jurisdiction	Filing Date/ Grant Date	App. No /Reg. No.	Status
DO MORE WITH VYDYNE	United States	03/04/08	77/412629	Pending
NO-SHOCK & DEVICE MARK (IN COLOR)	United States	03/14/07	77/130976	Pending
NYCO	United States	03/23/09	77/696741	Pending
ULTRON COLORSHIELD	United States	07/24/07	77/236919	Pending
ULTRON ENDURE	United States	08/16/07	77/257123	Pending
ULTRON NATURAL NYLON	United States	08/17/07	77/258220	Pending
ULTRON PRISMATIC	United States	06/06/06	78/901901	Pending
ULTRON SDN	United States	06/06/06	78/901882	Pending
ULTRON STAINGUARD	United States	08/16/07	77/257132	Pending