

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Citibank, N.A.		06/01/2009	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Solutia, Inc.
Street Address:	575 Maryville Centre Drive
City:	ST. LOUIS
State/Country:	MISSOURI
Postal Code:	63141
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 31

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:	2770103	RENEW
Registration Number:	2474152	THERMA SEALED
Registration Number:	2476313	THERMA SEALED
Registration Number:	3149555	TRAFFIC CONTROL
Registration Number:	0944383	ULTRON
Registration Number:	0963903	VYDYNE
Registration Number:	3555472	VYDYNE PA 66
Registration Number:	3121801	ZEACRIMP

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Registration Number:	0545734	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.
Registration Number:	2761191	NO-SHOCK
Serial Number:	78626377	LOCKED-IN STAINBLOCKER
Serial Number:	77130976	NO SHOCK
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: 202-739-5652
Email: chowell@morganlewis.com
Correspondent Name: Catherine R. Howell, Senior Paralegal
Address Line 1: 1111 Pennsylvania Ave., N.W.; Attn: TMSU
Address Line 2: Morgan, Lewis & Bockius LLP
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	102477-0003
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal
Signature:	/Catherine R. Howell/
Date:	08/06/2009

Total Attachments: 4
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PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Partial Release") is made as of June 1, 2009 ("Effective Date") by and between (i) **Citibank, N.A.**, a national association, located at 2 Penn's Way, New Castle, Delaware 19720, as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below), and (ii) **Solutia, Inc.**, a Delaware corporation, located at 575 Maryville Centre Drive, St. Louis, Missouri 63141 (the "Borrower"), and **CPFilms Inc.**, a Delaware corporation, located at 4210 The Great Road, Fieldale, Virginia 24089 ("CPFilms," and together with the Borrower, the "Grantors").

WHEREAS, reference is made to (i) that certain Credit Agreement dated as of February 28, 2008 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among the Borrower, Collateral Agent, Citibank, N.A. as administrative agent (in such capacity, the "Administrative Agent") for the Lenders (as defined herein), the lending institutions from time to time party thereto (the "Lenders"), and the other parties thereto, and (ii) that certain Security Agreement dated February 28, 2008 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") by and among the Borrower, CPFilms, certain other subsidiaries of the Borrower, and the Collateral Agent, 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 (capitalized term used but not otherwise defined herein shall have the meaning set forth in the Credit Agreement or the Security Agreement, as the case may be);

WHEREAS, pursuant to the Security Agreement, Grantors executed and delivered to Collateral Agent that certain Trademark Security Agreement dated February 28, 2008 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Term Loan Trademark Security Agreement") in favor of the Collateral Agent for the benefit of the Secured Parties;

WHEREAS, pursuant to the terms and conditions of the Term Loan Trademark Security Agreement, each Grantor pledged and granted 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 Trademark Collateral (as defined in the Term Loan Trademark Security Agreement);

WHEREAS, the Term Loan Trademark Security Agreement was recorded with the United States Patent and Trademark Office on March 10, 2008 at Reel/Frame 3735/0737; and

WHEREAS, Grantors have requested that Collateral Agent release its lien on and security interest in the Trademark Collateral pertaining solely to those certain trademarks included in the Trademark Collateral set forth on Schedule A hereto (the "Released Trademark Collateral") granted pursuant to the Term Loan Trademark Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in reliance upon the certificate of the

Borrower dated as of June 1, 2009 (the "Certificate") regarding the sale of the Released Trademark Collateral, which has heretofore been delivered to the Administrative Agent and the Collateral Agent, and subject to the release of any Lien in such Released Trademark Collateral granted pursuant to the Revolving Credit Loan Documents, Collateral Agent, on behalf of the Secured Parties and itself, hereby terminates, cancels and releases its lien on and security interest in the Released Trademark Collateral granted pursuant to the Term Loan Trademark Security Agreement and hereby assigns and transfers to the Borrower any right, title and interest it may have in, to and under the Released Trademark Collateral pursuant to the Term Loan Trademark Security Agreement.

The release set forth herein shall be without recourse to or warranty by the Collateral Agent and shall relate solely to the Released Trademark Collateral and to the extent such Released Trademark Collateral has been disposed of as described in the Certificate, and nothing contained herein shall be deemed to constitute a release by the Collateral Agent of any lien on or security interest in any other Trademark Collateral granted pursuant to the Security Agreement, the Term Loan Trademark Security Agreement, or other Security Documents.

THIS PARTIAL RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

* * * * *

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

CITIBANK, N.A.

David Jaffe
Name: DAVID JAFFE
Director/Vice President

Title: _____

State of New York)
County of New York) SS

I, the undersigned, a Notary Public in and for said country in said state, do hereby certify that David Jaffe, the Vice President of CITIBANK, N.A., being informed of the contents of said Partial Release, in his/her capacity as such officer and with full authority, acknowledged before me under oath, that said Partial Release was voluntarily signed by him/her on behalf of said corporation and acknowledged it to be the act of the corporation.

WITNESS my hand and notarial seal.

Denise C. Perry
Notary Public

DENISE C. PERRY
Notary Public, State of New York
No. 01PE6045304
Qualified in Nassau County
Certificate filed in New York County
Commission Expires: 07/31/2010

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Trademark	App. No /Reg. No.
ASCEND	2505081
COLORSHIELD	2774040
LIQUA SHIELD & DEVICE	2786311
LOCKED-IN STAINBLOCKER	78/626377
LXI (STYLIZED)	2101121
NO-SHOCK	1183834
NO-SHOCK	2761191
NO-SHOCK & DEVICE MARK (IN COLOR)	77/130976
RENEW	2770103
THERMA SEALED	2474152
THERMA SEALED AND FLAME DESIGN	2476313
TRAFFIC CONTROL	3149555
ULTRON	944383
ULTRON COLORSHIELD	77/236919
ULTRON ENDURE	77/257123
ULTRON NATURAL NYLON	77/258220
ULTRON PRISMATIC	78/901901
ULTRON SDN	78/901882
ULTRON STAINGUARD	77/257132
VYDYNE	963903
VYDYNE PA66 LOGO	3555472
ZEACRIMP	3121801
ACRILAN	545734
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