

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Partial Release of Security Interest Recorded at 3733/0385

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Citibank, N.A.		11/06/2009	National Association:

**RECEIVING PARTY DATA**

<b>Name:</b>	Solutia, Inc.
<b>Street Address:</b>	575 Maryville Centre Drive
<b>City:</b>	St. Louis
<b>State/Country:</b>	MISSOURI
<b>Postal Code:</b>	63141
<b>Entity Type:</b>	CORPORATION: DELAWARE

<b>Name:</b>	CPFilms Inc.
<b>Street Address:</b>	4210 The Great Road
<b>City:</b>	Fieldale
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	24089
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	2460325	CLEAN MACHINE
Registration Number:	2464574	CLEAN MACHINE
Registration Number:	2583645	DIRT BLASTER
Registration Number:	2383857	LITTER BUSTER
Registration Number:	2384014	LITTER BUTLER
Registration Number:	2852158	MINERAL BLUE
Registration Number:	3437288	PAMPURR SALON
Registration Number:	2751010	PET HAIR ELIMINATOR

CH \$290.00 2460325

Registration Number:	2313695	SC50
Registration Number:	1203249	SPRAY GUARD
Registration Number:	3261769	SURE BASE

**CORRESPONDENCE DATA**

Fax Number: (212)446-4900  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 2124464800  
Email: hsmith@kirkland.com  
Correspondent Name: Hayley Smith, Senior Legal Assistant  
Address Line 1: Kirkland & Ellis LLP  
Address Line 2: 601 Lexington Avenue  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	SOLUTIA TM REL. ABL (HS)
NAME OF SUBMITTER:	Hayley Smith
Signature:	//Hayley Smith//
Date:	11/16/2009

**Total Attachments: 3**  
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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 November 6, 2009 ("Execution Date") and is effective as of August 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 "U.S. Borrower"), and **CPFilms Inc.**, a Delaware corporation, located at 4210 The Great Road, Fieldale, Virginia 24089 ("CPFilms," and together with the U.S. 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 U.S. Borrower, Solutia Europe SPRL/BVA (formerly known as Solutia Europe SA/NV), Flexsys SA/NV, 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"), Citibank International plc, as European Collateral Agent, 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 U.S. Borrower, CPFilms, certain other subsidiaries of U.S. 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 "ABL 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 ABL 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 ABL Trademark Security Agreement);

**WHEREAS**, the ABL Trademark Security Agreement was recorded with the United States Patent and Trademark Office on March 6, 2008 at Reel/Frame 3733/0385; 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 ABL Trademark Security Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in reliance upon (i) the Certificate and Request for Release of Collateral of the U.S. Borrower dated as of November 6, 2009 and effective as of August 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 (ii) confirmation of the sale of such Released Trademark Collateral, and subject to the release of any Lien in such Released Trademark Collateral granted pursuant to the Term 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 ABL Trademark Security Agreement and hereby assigns and transfers to the U.S. Borrower any right, title and interest it may have in, to and under the Released Trademark Collateral granted pursuant to the ABL Trademark Security Agreement.

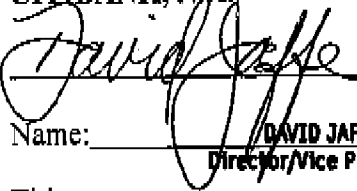
The release set forth herein shall be without recourse to or warranty by the Collateral Agent and shall relate solely to the Released Trademark Collateral and to the extent such Released Trademark Collateral has been disposed of as described in the Certificate, and nothing contained herein shall be deemed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

  
 Name: DAVID JAFFE  
 Director/Vice President

Title: \_\_\_\_\_

**SCHEDULE A**

**U.S. TRADEMARK REGISTRATIONS**

<b>Trademark</b>	<b>App. No /Reg. No.</b>
CLEAN MACHINE	2460325
CLEAN MACHINE	2464574
DIRT BLASTER	2583645
LITTER BUSTER	2383857
LITTER BUTLER	2384014
MINERAL BLUE	2852158
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