

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	SECURITY INTEREST			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	POLYONE CORPORATION		04/01/2013	CORPORATION: OHIO
	NEU SPECIALTY ENGINEERED MATERIALS, LLC		04/01/2013	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA				
Name:	WELLS FARGO CAPITAL FINANCE, LLC, as Administrative Agent			
Street Address:	One Boston Place			
City:	Boston			
State/Country:	MASSACHUSETTS			
Postal Code:	02108			
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE			
PROPERTY NUMBERS Total: 3				
	Property Type	Number	Word Mark	
	Registration Number:	4223421	WITHSTAND	
	Serial Number:	85736569	THERMA-TECH	
	Serial Number:	85676410	NEUSPEED	
CORRESPONDENCE DATA				
Fax Number:	3128637806			
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-863-7198			
Email:	nancy.brougher@goldbergekohn.com			
Correspondent Name:	Nancy Brougher			
Address Line 1:	Goldberg Kohn Ltd.			
Address Line 2:	55 East Monroe Street, Suite 3300			
Address Line 4:	Chicago, ILLINOIS 60603			
ATTORNEY DOCKET NUMBER:	1989.334			

OP \$90.00 4223421

NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	04/03/2013
Total Attachments: 5 source=PolyOne Trademark Security Agreement#page1.tif source=PolyOne Trademark Security Agreement#page2.tif source=PolyOne Trademark Security Agreement#page3.tif source=PolyOne Trademark Security Agreement#page4.tif source=PolyOne Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of April 1, 2013, by each of the undersigned (each individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of WELLS FARGO CAPITAL FINANCE, LLC, in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement dated December 21, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

Now, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Administrative Agent as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in 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 Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties, a lien on and security interest in all of the right, title and interest of such Pledgor in, to and under the following Collateral, wherever located, whether now existing or hereafter arising or acquired from time to time (collectively, the "Trademark Collateral"):

(a) the registered or applied for Trademarks of such Pledgor listed on Schedule I attached hereto;

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing, including the Proceeds of any claim by such Pledgor against third parties for past, present or future (i) infringement or dilution of any such Trademark, (ii) injury to the Goodwill associated with any Trademark, and (iii) right to receive license fees, royalties, and other compensation for any such Trademark.

Notwithstanding anything to the contrary contained herein, the security interest created by this Trademark Security Agreement shall not extend to, and the term "Trademark Collateral" shall not include, any Excluded Property.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative 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 Trademark Security Agreement is deemed to be inconsistent with or in conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 4. Termination. Upon payment in full of the Obligations in accordance with the provisions of the Credit Agreement and the expiration or termination of the Commitments, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of any executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

Section 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.


Section 7. Existing Trademark Security Agreement. This Trademark Security Agreement supplements and amends, but does not replace, that certain Trademark Security Agreement dated December 21, 2011 by Pledgors in favor of Administrative Agent.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

POLYONE CORPORATION

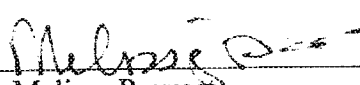
By: 
Name: Daniel J. O'Bryon
Title: Vice President and Treasurer

NEU SPECIALTY ENGINEERED MATERIALS, LLC

By: 
Name: Woodrow W. Ban
Title: Assistant Secretary

AGREED TO AND ACCEPTED:

WELLS FARGO CAPITAL FINANCE, LLC, as
Administrative Agent

By: 
Name: Melissa Provost
Title: Vice President

SCHEDULE I

TO

TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Grantor	Trademark	Registration No.	Registration Date	Application No.	Filing Date
PolyOne Corporation	WITHSTAND	4223421	09-Oct-2012	85/977290	05-Apr-2010
PolyOne Corporation	THERMA-TECH			85/736569	24-Sep-2012
NEU Specialty Engineered Materials, LLC	NEUSPEED			85/676410	20-Jul-2012