

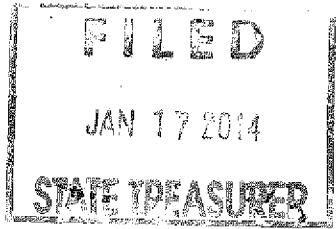
TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	09/30/2013		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Polymer Extruded Products, LLC		09/29/2013	LIMITED LIABILITY COMPANY: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
Name:	PolyOne Designed Structures and Solutions LLC		
Street Address:	33587 Walker Road		
City:	Avon Lake		
State/Country:	OHIO		
Postal Code:	44012		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	0822613	KORAD	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	4409303830		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4409301308		
Email:	debra.pejeau@polyone.com		
Correspondent Name:	Debra Pejeau		
Address Line 1:	Legal/Building 418		
Address Line 2:	33587 Walker Road		
Address Line 4:	Avon Lake, OHIO 44012		
ATTORNEY DOCKET NUMBER:	PDSS C2-3 MERGER		
NAME OF SUBMITTER:	Debra Pejeau		

CH \$40.00 0822613

Signature:	/Debra Pejeau/
Date:	02/28/2014
<b>Total Attachments: 13</b> source=PolymerExtrudedProductsLLCIntoSpartechPolycomIncDE_Sep_30_2013#page1.tif source=PolymerExtrudedProductsLLCIntoSpartechPolycomIncDE_Sep_30_2013#page2.tif source=PolymerExtrudedProductsLLCIntoSpartechPolycomIncDE_Sep_30_2013#page3.tif source=PolymerExtrudedProductsLLCIntoSpartechPolycomIncDE_Sep_30_2013#page4.tif source=PolymerExtrudedProductsLLCIntoSpartechPolycomIncDE_Sep_30_2013#page5.tif source=PolymerExtrudedProductsLLCIntoSpartechPolycomIncDE_Sep_30_2013#page6.tif source=PolymerExtrudedProductsLLCIntoSpartechPolycomIncDE_Sep_30_2013#page7.tif source=PolymerExtrudedProductsLLCIntoSpartechPolycomIncDE_Sep_30_2013#page8.tif source=PolymerExtrudedProductsLLCIntoSpartechPolycomIncDE_Sep_30_2013#page9.tif source=PolymerExtrudedProductsLLCIntoSpartechPolycomIncDE_Sep_30_2013#page10.tif source=SpartechPolycomIncDEIntoPolyOneDSS_Sep_30_2013#page1.tif source=SpartechPolycomIncDEIntoPolyOneDSS_Sep_30_2013#page2.tif source=SpartechPolycomIncDEIntoPolyOneDSS_Sep_30_2013#page3.tif	



UMC-2 11/03

New Jersey Division of Revenue
Certificate of Merger/Consolidation
(Profit Corporations)

This form may be used to record the merger or consolidation of a corporation with or into another business entity or entities, pursuant to NJSA 14A. Applicants must insure strict compliance with the requirements of State law and insure that all filing requirements are met. This form is intended to simplify filing with the State Treasurer. Applicants are advised to seek out private legal advice before submitting filings to the Department of the Treasury, Division of Revenue's office.

- 1. Type of Filing (check one): [X] Merger [ ] Consolidation
2. Name of Surviving Business Entity: Spartech Polycorn, Inc.
3. Name(s)/Jurisdiction(s) of All Participating Business Entities including Surviving Entity:

Table with 3 columns: Name, Jurisdiction, Identification # Assigned by Treasurer (if applicable). Rows include Polymer Extruded Products, LLC (New Jersey, 0600368787), Spartech FCD, LLC (Delaware), and Spartech Polycorn, Inc. (Delaware).

- 4. Date Merger/Consolidation adopted: September 30, 2013
5. Voting: (all corporations involved; attach additional sheets if necessary)
-a Corp. Name Spartech Polycorn, Inc.

Outstanding Shares
If applicable, set forth the number and designation of any class or series of shares entitled to vote.
Voting For 1,000 Voting Against 0 ; OR

Merger/consolidation plan was adopted by the unanimous written consent of the shareholders without a meeting (check) [X]

- b Corp. Name
Outstanding Shares
If applicable, set forth the number and designation of any class or series of shares entitled to vote.

Voting For \_\_\_\_\_ Voting Against \_\_\_\_\_ ; OR

Merger/consolidation plan was adopted by the unanimous written consent of the shareholders without a meeting (check) [ ]

- c Corp. Name
Outstanding Shares
If applicable, set forth the number and designation of any class or series of shares entitled to vote.

Voting For \_\_\_\_\_ Voting Against \_\_\_\_\_ ; OR

Merger/consolidation plan was adopted by the unanimous written consent of the shareholders without a meeting (check) [ ]

- 6. Service of Process Address (For use if the surviving business entity is not authorized or registered by the State
Treasurer: 120 S. Central Ave, Suite 1700
Clayton, Mo 63105

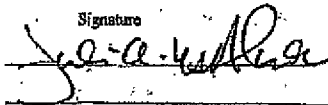
The surviving business entity agrees that it may be served with process in this State in any action, suit or proceeding for the enforcement of any obligation of any domestic or foreign corporation, previously amenable to suit in this State, which is a party to this merger/consolidation, and in any proceeding for the enforcement of the rights of a dissenting shareholder of such domestic corporation against the surviving corporation.

The Treasurer is hereby appointed as agent to accept service of process in any such action, suit, or proceeding which shall be forwarded to the surviving business entity at the Service of Process address stated above.

The Surviving Business Entity also agrees that it will promptly pay to the dissenting shareholders of any such domestic corporation the amount, if any, to which they may be entitled under the provisions of Title 14A.

Certificate of Merger/Consolidation  
UMC-2  
Page 2

7. Effective Date (see inst.): 9/30/13 for accounting purposes.

Signature	Name	Title	Date
	Julie A McAlindon	President	9/29/2013
_____	_____	_____	_____
_____	_____	_____	_____

\*\*Remember to attach: 1) the plan of merger or consolidation; and 2) if the surviving or resulting business is not a registered or authorized domestic or foreign corporation, a Tax Clearance Certificate for each participating corporation.

NJ Division of Revenue, PO Box 308, Trenton NJ 08646

## AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER ("Agreement"), is entered into as of September 30, 2013, by and among Spartech Polycom, Inc., a Delaware corporation ("Surviving Company"), Spartech FCD, LLC, a Delaware limited liability company ("FCD"), and Polymer Extruded Products, LLC, a New Jersey limited liability company ("PEP," which together with FCD are collectively referred to herein as the "Merging Companies").

WHEREAS, the Board of Directors of the Surviving Company has approved and adopted this Agreement and the transactions contemplated by this Agreement after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, its stockholders, and

WHEREAS, the Managers of FCD have approved and adopted this Agreement and the transactions contemplated by this Agreement after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, its member, and

WHEREAS, the sole member of PEP has approved and adopted this Agreement and the transactions contemplated by this Agreement, and

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Merging Companies, in accordance with the Delaware Limited Liability Company Act (the "Delaware Law"), the Delaware General Corporation Law ("DGCL"), and the New Jersey Revised Uniform Limited Liability Company Act (the "New Jersey Law"), will merge with and into the Surviving Company (the "Merger"); and

WHEREAS, for US federal income tax purposes, the parties intend that the Merger qualify as a tax-free reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and this Agreement shall constitute the plan of reorganization under the Code;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Section 209 of the Delaware Law, Section 252 of the DGCL, and Section 74 of the New Jersey Law, the Merging Companies shall be merged with and into the Surviving Company at the Effective Time (as hereinafter defined). Following the Effective Time, the

separate legal existence of the Merging Companies shall cease, and the Surviving Company shall continue as the surviving corporation. The effects and consequences of the Merger shall be as set forth in this Agreement, the Delaware Law, the DGCL, and the New Jersey Law.

2. Effective Time.

(a) Subject to the provisions of this Agreement, on the date hereof, the parties shall duly prepare, execute and file (i) a certificate of merger (the "**Certificate of Merger**") complying with Section 252(c) of the DGCL with the Secretary of State of the State of Delaware with respect to the Merger, and (ii) articles of merger (the "**Articles of Merger**") complying with Section 76 of the New Jersey Law with the Treasurer of the State of New Jersey with respect to the Merger. The Merger shall become effective September 30, 2013, at 11:00 p.m. Eastern Standard time, unless the Certificate of Merger is filed at a later date, in which case the Merger shall become effective upon the filing of the Certificate of Merger (the "**Effective Time**").

(b) The Merger shall have the effects set forth in the Delaware Law, the DGCL, and the New Jersey Law. Without limiting the generality of the foregoing, from the Effective Time, (i) all the properties, rights, privileges, immunities, powers and franchises of the Merging Companies shall vest in the Surviving Company, as the surviving corporation, and all debts, liabilities, obligations and duties of the Merging Companies shall become the debts, liabilities, obligations and duties of the Surviving Company, as the surviving corporation.

3. Organizational Documents. The By-Laws of the Surviving Company in effect at the Effective Time shall be the By-Laws of the Surviving Company until thereafter amended as provided therein or by the Delaware Law, and the certificate of incorporation of the Surviving Company in effect at the Effective Time shall be the certificate of incorporation of the Surviving Company until thereafter amended as provided therein or by the Delaware Law.

4. Directors and Officers. The directors and officers of the Surviving Company immediately prior to the Effective Time shall be the directors and officers of the Surviving Company from and after the Effective Time and shall hold office until the earlier of their respective death, resignation or removal or their respective successors are duly elected or appointed and qualified in the manner provided for in the certificate of incorporation and By-laws of the Surviving Company or as otherwise provided by the Delaware Law.

5. Conversion of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of the Surviving Company or the Merging Companies or the holders of shares of capital stock or other equity interests of the Merging Companies:

(a) all membership interests in FCD issued and outstanding immediately prior to the Effective Time shall automatically be canceled and retired and will cease to exist, and no consideration will be delivered in exchange therefor;

(b) all membership interests in PEP issued and outstanding immediately prior to the Effective Time shall automatically be canceled and retired and will cease to exist, and no consideration will be delivered in exchange therefor; and

(c) each share of common stock of Surviving Company, par value \$1.00 per share, issued and outstanding immediately prior to the Effective Time shall continue in existence and remain outstanding after the Effective Time and shall not be affected by the Merger.

6. Submission to Service of Process. The Surviving Company agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of any constituent corporation or limited liability company, as well as the enforcement of any obligation of the Surviving Company arising from this merger, and irrevocably appoints the Secretary of State of Delaware as its agent to accept services of process in any such suit or proceeding. The Secretary of State shall mail a copy of any such process to the Surviving Company at 120 S. Central Ave., Clayton, Missouri 63105.

7. Entire Agreement. This Agreement together with the Certificate of Merger and the Articles of Merger constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

8. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

10. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

11. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

12. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect

any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

13. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.

14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.


\* \* \*

[SIGNATURE PAGE FOLLOWS]




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

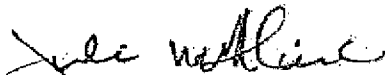
SPARTECH POLYCOM, INC.

By:   
Julie McAlindon, President

SPARTECH FCD, LLC

By:   
Julie McAlindon, President

POLYMER EXTRUDED PRODUCTS, LLC

By:   
Julie McAlindon, President



State of New Jersey  
DEPARTMENT OF THE TREASURY  
DIVISION OF TAXATION

January 7, 2014

Certificate No.: N-063422-M

Fee Paid: \$25.00

Application No.: RR

CERTIFICATE OF NON-ASSESSMENT OF STATE TAXES

This is to certify that there have been no State taxes levied upon or assessed against:

SPARTECH POLYCOM, INC.

by the State of New Jersey, under Title 54 & 54A of the Revised Statutes and all acts amendatory thereof or antecedent or supplementary thereto.

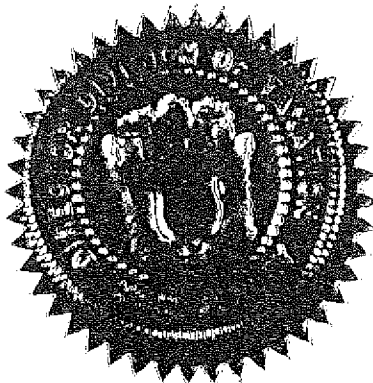
This Certificate is VOID after: .

WITNESS my hand and official seal at Trenton,  
this day,

January 7, 2014

A handwritten signature in cursive script, appearing to read "Michael J. Bong".

\_\_\_\_\_  
New Jersey Division of Taxation





State of New Jersey  
DEPARTMENT OF THE TREASURY  
DIVISION OF TAXATION  
January 7, 2014

Certificate No. B-063420-M  
Application No. RR

Fee Paid \$25.00

**TAX CLEARANCE CERTIFICATE**

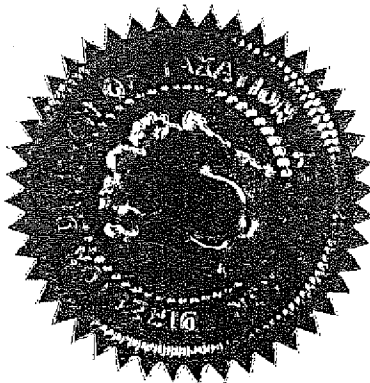
This is to certify that all State taxes, fees, penalties, and interest levied upon or assessed against:

POLYMER EXTRUDED PRODUCTS, LLC  
0600-3687-87  
FOR MERGER WITH NON-AUTHORIZED SURVIVOR

by the State of New Jersey, under Title 54 of the Revised Statutes and all acts amendatory thereof, or antecedent or supplementary thereto, have been paid or provided for.

This Certificate is VOID after 45 days from the date herein.

WITNESS my hand and official seal at Trenton,  
this 7TH day of JANUARY A.D. 2014



Michael J. Bryan, Director  
New Jersey Division of Taxation



State of New Jersey  
DEPARTMENT OF THE TREASURY  
DIVISION OF TAXATION  
January 7, 2014

Certificate No.: N-063421-M

Fee Paid: \$25.00

Application No.: RR

CERTIFICATE OF NON-ASSESSMENT OF STATE TAXES

This is to certify that there have been no State taxes levied upon or assessed against:

SPARTECH FCD LLC

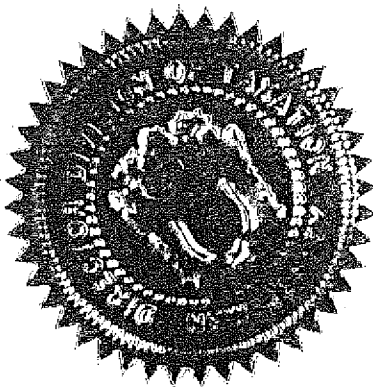
by the State of New Jersey, under Title 54 & 54A of the Revised Statutes and all acts amendatory thereof or antecedent or supplementary thereto.

This Certificate is VOID after: .

WITNESS my hand and official seal at Trenton,  
this day,

January 7, 2014

New Jersey Division of Taxation



# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"SPARTECH INDUSTRIES, INC.", A DELAWARE CORPORATION,

"SPARTECH INTERNATIONAL - U.S. DISTRIBUTION CO.", A DELAWARE CORPORATION,

"SPARTECH POLYCAST, INC.", A DELAWARE CORPORATION,

"SPARTECH POLYCOM, INC.", A DELAWARE CORPORATION,

"SPARTECH RESEARCH AND DEVELOPMENT, LLC", A DELAWARE LIMITED LIABILITY COMPANY,

"SPARTECH TOWNSEND, INC.", A DELAWARE CORPORATION,


WITH AND INTO "POLYONE DESIGNED STRUCTURES AND SOLUTIONS LLC" UNDER THE NAME OF "POLYONE DESIGNED STRUCTURES AND SOLUTIONS LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SIXTH DAY OF SEPTEMBER, A.D. 2013, AT 9:24 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTIETH DAY OF SEPTEMBER, A.D. 2013, AT 11:59 O'CLOCK P.M.

5230603 8100M

131130302



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 0769041

DATE: 09-26-13

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

TRADEMARK  
REEL: 005227 FRAME: 0272

# Delaware

PAGE 2

*The First State*


A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE  
NEW CASTLE COUNTY RECORDER OF DEEDS.



5230603 8100M

131130302

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 0769041

DATE: 09-26-13

TRADEMARK  
REEL: 005227 FRAME: 0273

State of Delaware  
Certificate of Merger

Pursuant to Sections 18-209 and 264, of the Delaware Limited Liability Company Act

FIRST: The name of the surviving limited liability company is PolyOne Designed Structures and Solutions LLC, a Delaware limited liability company.

SECOND: The names of the entities being merged into this surviving limited liability company are:

Spartech Townsend, Inc., a Delaware corporation;  
Spartech Polycast, Inc., a Delaware corporation;  
Spartech Research and Development, LLC, a Delaware limited liability company;  
Spartech International – U.S. Distribution Co., a Delaware corporation;  
Spartech Polycom, Inc., a Delaware corporation; and  
Spartech Industries, Inc., a Delaware corporation.

THIRD: The agreement of merger has been approved and executed by each of the constituent entities.

FOURTH: The name of the surviving limited liability company is PolyOne Designed Structures and Solutions LLC.

FIFTH: The merger is to become effective on September 30, 2013 at 11:59 p.m. Eastern Standard time.

SIXTH: The Agreement of Merger is on file at 120 S. Central Avenue; Suite 1700; Clayton, MO 63015, the place of business of the surviving limited liability company.

SEVENTH: A copy of the Agreement of Merger will be furnished by the surviving limited liability company on request, without cost, to any stockholder of any constituent corporation or member of any constituent limited liability company.

IN WITNESS WHEREOF, said limited liability company has caused this certificate to be signed by an authorized person, this 13, day of September, 2013.

By: 

Name: Julie A. McAlindon

Title: President