

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM331497

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Correction by Declaration on Reel 2737 Frame 0587		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Polymer Additives, Inc.		02/02/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Polymer Additives, Inc.		
<b>Street Address:</b>	1450 Brickell Ave., 31st Fl		
<b>Internal Address:</b>	c/o H.I.G. Capital		
<b>City:</b>	Miami		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33131		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0265127	SANTICIZER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2165790212		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	2165867149		
<b>Email:</b>	agott@jonesday.com		
<b>Correspondent Name:</b>	Angela R. Gott, Jones Day		
<b>Address Line 1:</b>	901 Lakeside Avenue		
<b>Address Line 2:</b>	North Point		
<b>Address Line 4:</b>	Cleveland, OHIO 44114-1190		
<b>ATTORNEY DOCKET NUMBER:</b>	276609-000001		
<b>NAME OF SUBMITTER:</b>	Angela R. Gott		
<b>SIGNATURE:</b>	/Angela R. Gott/		
<b>DATE SIGNED:</b>	02/09/2015		
<b>Total Attachments: 54</b>			
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In Re Registration Of : Polymer Additives, Inc.  
Mark : SANTICIZER  
Registration No. : 265,127  
Registration Date : December 17, 1929  
Attorney Docket No. : 276609-000001

Commissioner for Trademarks  
United States Patent and Trademark Office

REQUEST FOR CORRECTION BY DECLARATION

I, John P. Foryt, hereby declare as follows:

1. I am currently employed by Eastman Chemical Company as Senior Counsel.

Prior to that, I was employed by Solutia, Inc., and was in charge of Solutia's intellectual property department in my role as Chief Intellectual Property Counsel, Solutia Inc.

2. I am familiar with U.S. Trademark Registration No. 265,127 for the mark SANTICIZER. The mark was registered on December 17, 1929, by Monsanto Chemical Works, which later changed its name to Monsanto Company. (Reel/Frame: 0112/0113.) In 1997, Monsanto Company assigned the SANTICIZER mark and registration to Solutia. (Reel/Frame: 1659/0444 and 1683/0260.)

3. In 2000, Solutia assigned the SANTICIZER mark and registration to Ferro Corporation. (Reel/Frame: 2267/0141.)

4. Three years later, Solutia entered into a security agreement with Ableco Finance LLC. Because of an administrative error, the SANTICIZER registration was included on the schedule of 250+ marks for which Solutia granted Ableco Finance a security interest.

Thereafter, the security interest was erroneously recorded against the SANTICIZER registration in three filings that currently appear on the trademark assignment record for the registration in

the U.S. Patent and Trademark Office's online records. A true and correct printout of the Trademark Assignment Abstract of Title for the SANTICIZER registration (U.S. Reg. No. 265,127) is attached hereto as Exhibit A.

5. The erroneously recorded assignments are identified on the Exhibit A as Assignment Nos. 5, 6, and 7.

- a. Assignment No. 5 -- Conveyance: Assignment for Security; Assignor: Solutia Inc.; Assignee: Abelco Finance LLC, as Collateral Agent; Execution Date: 10/08/2003; Recorded: 10/09/2003; Reel/Frame: 2730/0602. A true and correct copy of the original cover sheet and underlying document, with the correction striking U.S. Reg. No. 265,127 from the schedule of marks for which a security interest was granted (which I have both initialed and dated), recorded at Reel 2730, Frame 0602 is attached hereto as Exhibit B.
- b. Assignment No. 6 -- Conveyance: Corrective Assignment to Correct the Assignee's Name Previously Recorded on Reel 002730, Frame 0602; Assignor: Solutia Inc.; Assignee: Ableco Finance LLC, as Collateral Agent; Execution Date: 10/08/2003; Recorded: 10/24/2003; Reel/Frame: 2737/0587. A true and correct copy of the original cover sheet and underlying document, with the correction striking U.S. Reg. No. 265,127 from the schedule of marks for which a security interest was granted (which I have both initialed and dated), recorded at Reel 2736, Frame 0587 is attached hereto as Exhibit C.
- c. Assignment No. 7 -- Conveyance: Short Form Junior Trademark Security Agreement; Assignor: Solutia, Inc., Assignee: Ableco Finance LLC; Execution Date: 10/08/2003; Recorded: 11/25/2003; Reel/Frame: 2865/0880.

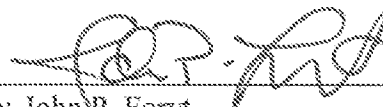
A true and correct copy of the original cover sheet and underlying document, with the correction striking U.S. Reg. No. 265,127 from the schedule of marks for which a security interest was granted (which I have both initialed and dated), recorded at Reel 2865, Frame 0880 is attached hereto as Exhibit D.

6. Assignment Nos. 5, 6, and 7 are erroneous because Solutia was not the owner of the registration at the time the security interest to Ableco Finance was granted, and the inclusion of the SANTICIZER registration on the schedule for the security agreement was due to an administrative error.

7. On December 19, 2014, Ferro Corporation assigned the SANTICIZER mark and registration to Polymer Additives, Inc. (Reel/Frame: 5424/0368.) Accordingly, Polymer Additives, Inc. is the current owner of the SANTICIZER registration.

8. In view of the foregoing, I hereby request to have the references to the erroneous recording removed from the SANTICIZER registration, which is now owned by Polymer Additives, Inc.

The undersigned being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity of the application or document or any registration resulting therefrom, declares that all statements made of his/her own knowledge are true; and all statements made on information and belief are believed<sup>d</sup><sub>JP</sub> to be true.



Name: John P. Foryt  
Title: Senior Counsel,  
Eastman Chemical Company

Date: 2 Feb 2015

# EXHIBIT A



United States Patent and Trademark Office

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Assignments on the Web > Trademark Query

Trademark Assignment Abstract of Title

Total Assignments: 21

Serial #: 21280231 Filing Dt: 03/18/1929 Reg #: 265122 Reg. Dt: 12/17/1929
Registrant: MONSANTO CHEMICAL WORKS
Mark: SANTIICIZER

Assignment: 1

Reel/Frame: 0112/0113 Recorded: 04/06/1954 Pages: 1

Conveyance: CHANGE OF NAME 19640401

Assignor: MONSANTO CHEMICAL COMPANY

Exec Dt: 04/01/1964

Entity Type: UNKNOWN

Citizenship: NONE

Assignee: MONSANTO COMPANY

Entity Type: UNKNOWN

Citizenship: NONE

Correspondent: ROBERT J. SCHAAP
MONSANTO COMPANY
809 N. LINDBERGH BLVD.
SAINT LOUIS, MO 63156
ROBERT J. SCHAAP

Assignment: 2

Reel/Frame: 1652/0444 Recorded: 11/24/1997 Pages: 22

Conveyance: ASSIGNS THE ENTIRE INTEREST

Assignor: MONSANTO COMPANY

Exec Dt: 09/01/1997

Entity Type: CORPORATION

Citizenship: DELAWARE

Assignee: SOLUTIA INC.
P.O. BOX 66760
10300 OLIVE BOULEVARD
ST. LOUIS, MISSOURI 63166-6760

Entity Type: CORPORATION

Citizenship: DELAWARE

Correspondent: RUDNICK & WOLFE
MARY A. FRANCIS
203 N. LASALLE STREET
CHICAGO, IL 60601

Assignment: 3

Reel/Frame: 1683/0260 Recorded: 11/24/1997 Pages: 22

Conveyance: ASSIGNS THE ENTIRE INTEREST

Assignor: MONSANTO COMPANY

Exec Dt: 09/01/1997

Entity Type: CORPORATION

Citizenship: DELAWARE

Assignee: SOLUTIA INC.
P.O. BOX 66760
10300 OLIVE BOULEVARD
ST. LOUIS, MISSOURI 63166-6760

Entity Type: CORPORATION

Citizenship: DELAWARE

Correspondent: RUDNICK & WOLFE
MARY A. FRANCIS
203 N. LASALLE STREET
CHICAGO, IL 60601



**Assignment: 4**Reel/Frame: 2287/0141

Recorded: 03/26/2001

Pages: 5

Conveyance: ASSIGNS THE ENTIRE INTEREST

Assignor: SOLUTION, INC.

Exec Dt: 08/17/2000

Entity Type: CORPORATION

Citizenship: DELAWARE

Assignee: HERSO CORPORATION1000 LAKESIDE AVENUE  
CLEVELAND, OHIO 44114

Entity Type: CORPORATION

Citizenship: OHIO

Correspondent: RANKIN, HILL, PORTER &amp; CLARK LLP

DAVID E. SPAW  
925 EUCLID AVENUE  
700 HUNTINGTON BLDG.  
CLEVELAND, OH 44115-1405**Assignment: 5**Reel/Frame: 2230/0602

Recorded: 10/09/2003

Pages: 12

Conveyance: ASSIGNMENT FOR SECURITY

Assignor: SOLUTION, INC.

Exec Dt: 10/06/2003

Entity Type: CORPORATION

Citizenship: DELAWARE

Assignee: ABELCO FINANCE LLC, AS COLLATERAL AGENT299 PARK AVENUE  
23RD FLOOR  
NEW YORK, NEW YORK 10171Entity Type: A DELAWARE LIMITED  
LIABILITY COMPANY

Citizenship: NONE

Correspondent: SCHULTE, ROTH &amp; ZABEL LLP

SANTO MANNA, ESQ.  
919 THIRD AVENUE  
NEW YORK, NY 10022**Assignment: 6**Reel/Frame: 2232/0582

Recorded: 10/24/2003

Pages: 11

Conveyance: CORRECTIVE ASSIGNMENT TO CORRECT THE ASSIGNEE'S NAME PREVIOUSLY RECORDED ON REEL 002730, FRAME 0602. ASSIGNOR HEREBY CONFIRMS THE ASSIGNMENT FOR SECURITY.

Assignor: SOLUTION, INC.

Exec Dt: 10/08/2003

Entity Type: CORPORATION

Citizenship: DELAWARE

Assignee: ABLECO FINANCE LLC, AS COLLATERAL AGENT299 PARK AVENUE  
23RD FLOOR  
NEW YORK, NEW YORK 10171

Entity Type: LIMITED LIABILITY COMPANY

Citizenship: DELAWARE

Correspondent: SCHULTE, ROTH &amp; ZEBEL LLP

SANTO MANNA, ESQ.  
919 THIRD AVENUE  
NEW YORK, NY 10022**Assignment: 7**Reel/Frame: 2865/0880

Recorded: 11/25/2003

Pages: 18

Conveyance: SHORT FORM JUNIOR TRADEMARK SECURITY AGREEMENT

Assignor: SOLUTION, INC.

Exec Dt: 10/08/2003

Entity Type: UNKNOWN

Citizenship: NONE

Assignee: ABLECO FINANCE LLC299 PARK AVENUE  
NEW YORK, NEW YORK 10171Entity Type: DELAWARE LIMITED  
LIABILITY COMPANY

Citizenship: NONE

Correspondent: WINSTON &amp; STRAWN LLP

LAURA KONPATH  
35 WEST WACKER DRIVE  
33RD FLOOR  
CHICAGO, IL 60601

**Assignment: 8**

Reel/Frame: 3296/0472 Recorded: 04/25/2006 Pages: 13

Conveyance: SECURITY INTEREST

Assignor: FERRO CORPORATION

Exec Dt: 04/19/2006

Entity Type: CORPORATION

Citizenship: OHIO

Assignee: NATIONAL CITY BANK, AS ADMINISTRATIVE AGENT

Entity Type: BANK

Citizenship: NONE

1900 EAST NINTH STREET  
8TH FLOOR, LOCATOR 01-2083  
CLEVELAND, OHIO 44114

Correspondent: CHRISTOPHER DORE  
71 SOUTH WACKER DRIVE  
MAYER BROWN ROWE & MAW LLP  
CHICAGO, IL 60606-4637

**Assignment: 9**

Reel/Frame: 3313/0285 Recorded: 05/07/2006 Pages: 13

Conveyance: SECURITY INTEREST

Assignor: FERRO CORPORATION

Exec Dt: 05/05/2006

Entity Type: CORPORATION

Citizenship: OHIO

Assignee: NATIONAL CITY BANK, AS COLLATERAL AGENT

Entity Type: BANK

Citizenship: NONE

1900 EAST NINTH STREET  
CLEVELAND, OHIO 44114

Correspondent: CHRISTOPHER DORE  
71 S. WACKER DRIVE  
MAYER BROWN ROWE & MAW LLP  
CHICAGO, IL 60606-4637

**Assignment: 10**

Reel/Frame: 3324/0496 Recorded: 05/09/2006 Pages: 13

Conveyance: SECURITY INTEREST

Assignor: FERRO CORPORATION

Exec Dt: 05/05/2006

Entity Type: CORPORATION

Citizenship: OHIO

Assignee: L.P. MORGAN TRUST COMPANY, NATIONAL ASSOCIATION, AS TRUSTEE

Entity Type: NATIONAL ASSOCIATION

Citizenship: NONE

ONE OXFORD CENTER  
301 GRANT STREET, SUITE 1100  
PITTSBURGH, PENNSYLVANIA 15219

Correspondent: CHRISTOPHER DORE  
71 S. WACKER DRIVE  
MAYER BROWN ROWE & MAW LLP  
CHICAGO, IL 60606-4637

**Assignment: 11**

Reel/Frame: 3860/0770 Recorded: 09/29/2008 Pages: 14

Conveyance: RELEASE BY SECURED PARTY

Assignor: THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. (AS SUCCESSOR-IN-INTEREST TO L.P. MORGAN TRUST COMPANY)

Exec Dt: 09/18/2008

Entity Type: NATIONAL BANKING ASSOCIATION

Citizenship: UNITED STATES

**Assignee:** FERRO CORPORATION  
1000 LAKESIDE AVENUE  
CLEVELAND, OHIO 44114

**Entity Type:** CORPORATION  
**Citizenship:** OHIO

**Correspondent:** MELINDA M. LOTHES  
1900 EAST 9TH STREET  
SUITE 3200  
CLEVELAND, OH 44114

**Assignment: 12****Reel/Frame:** 5259/0225**Recorded:** 08/30/2010**Pages:** 35**Conveyance:** AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**Assignor:** FERRO CORPORATION**Exec Dt:** 08/24/2010

**Entity Type:** CORPORATION  
**Citizenship:** OHIO

**Assignee:** PNC BANK NATIONAL ASSOCIATION (AS SUCCESSOR-BY-MERGER  
TO NATIONAL CITY BANK)  
500 FIRST AVENUE  
PITTSBURGH, PENNSYLVANIA 15219

**Entity Type:** NATIONAL ASSOCIATION  
**Citizenship:** UNITED STATES

**Correspondent:** LATHAM & WATKINS LLP  
650 TOWN CENTER DRIVE, SUITE 2000  
COSTA MESA, CA 92626

**Assignment: 13****Reel/Frame:** 5342/036Z**Recorded:** 08/12/2014**Pages:** 15**Conveyance:** RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (RELEASES RF 3295/0477)**Assignor:** PNC BANK NATIONAL ASSOCIATION (AS SUCCESSOR-BY-MERGER  
TO NATIONAL CITY BANK)**Exec Dt:** 07/31/2014

**Entity Type:** NATIONAL ASSOCIATION  
**Citizenship:** NONE

**Assignee:** FERRO CORPORATION  
1000 LAKESIDE AVENUE  
CLEVELAND, OHIO 44114

**Entity Type:** CORPORATION  
**Citizenship:** OHIO

**Correspondent:** LATHAM & WATKINS LLP  
650 TOWN CENTER DRIVE, SUITE 2000  
COSTA MESA, CA 92626

**Assignment: 14****Reel/Frame:** 5342/036E**Recorded:** 08/12/2014**Pages:** 15**Conveyance:** RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (RELEASES RF 3323/0286)**Assignor:** PNC BANK NATIONAL ASSOCIATION (AS SUCCESSOR-BY-MERGER  
TO NATIONAL CITY BANK)**Exec Dt:** 07/31/2014

**Entity Type:** NATIONAL ASSOCIATION  
**Citizenship:** UNITED STATES

**Assignee:** FERRO CORPORATION  
1000 LAKESIDE AVENUE  
CLEVELAND, OHIO 44114

**Entity Type:** CORPORATION  
**Citizenship:** OHIO

**Correspondent:** LATHAM & WATKINS LLP  
650 TOWN CENTER DRIVE, SUITE 2000  
COSTA MESA, CA 92626

**Assignment: 15****Reel/Frame:** 5342/0431**Recorded:** 08/12/2014**Pages:** 15**Conveyance:** RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (RELEASES RF 4269/0926)**Assignor:** PNC BANK NATIONAL ASSOCIATION (AS SUCCESSOR-BY-MERGER  
TO NATIONAL CITY BANK)**Exec Dt:** 07/31/2014

**Entity Type:** NATIONAL ASSOCIATION  
**Citizenship:** UNITED STATES

**Assignee:** FERRO CORPORATION  
1000 LAKESIDE AVENUE  
CLEVELAND, OHIO 44114

**Entity Type:** CORPORATION  
**Citizenship:** OHIO

**Correspondent:** LATHAM & WATKINS LLP  
650 TOWN CENTER DRIVE, SUITE 2000  
COSTA MESA, CA 92625

**Assignment: 16****Reel/Frame:** 5342/0480**Recorded:** 08/12/2014**Pages:** 10**Conveyance:** TRADEMARK SECURITY AGREEMENT**Assignor:** FERRO CORPORATION**Exec Dt:** 07/31/2014**Entity Type:** CORPORATION**Citizenship:** OHIO

**Assignee:** PNC BANK NATIONAL ASSOCIATION  
500 FIRST AVENUE  
PITTSBURGH, PENNSYLVANIA 15219

**Entity Type:** NATIONAL ASSOCIATION**Citizenship:** UNITED STATES

**Correspondent:** LATHAM & WATKINS LLP  
650 TOWN CENTER DRIVE, SUITE 2000  
COSTA MESA, CA 92625

**Assignment: 17****Reel/Frame:** 5413/0265**Recorded:** 12/04/2014**Pages:** 3**Conveyance:** DECLARATION**Assignor:** FERRO CORPORATION**Exec Dt:** 12/04/2014**Entity Type:** CORPORATION**Citizenship:** OHIO

**Assignee:** FERRO CORPORATION  
6060 PARKLAND BOULEVARD, SUITE 250  
MAYFIELD HEIGHTS, OHIO 44124

**Entity Type:** CORPORATION**Citizenship:** OHIO

**Correspondent:** RANKIN, HILL & CLARK LLP  
23755 LDRAIN ROAD, SUITE 200  
NORTH OLMS TED, OH 44070

**Assignment: 18****Reel/Frame:** 5423/0045**Recorded:** 12/19/2014**Pages:** 6**Conveyance:** RELEASE OF SECURITY INTEREST**Assignor:** PNC BANK NATIONAL ASSOCIATION AS COLLATERAL AGENT**Exec Dt:** 12/19/2014**Entity Type:** NATIONAL ASSOCIATION**Citizenship:** UNITED STATES

**Assignee:** FERRO CORPORATION  
6060 PARKLAND BOULEVARD, SUITE 250  
MAYFIELD HEIGHTS, OHIO 44124

**Entity Type:** CORPORATION**Citizenship:** OHIO

**Correspondent:** JACLYN DI GRANDE - PARALEGAL  
GOLDBERG KOHN LTD.  
55 E. MONROE ST., STE 3300  
CHICAGO, IL 60603

**Assignment: 19****Reel/Frame:** 5423/0242**Recorded:** 12/19/2014**Pages:** 6**Conveyance:** TRADEMARK SECURITY AGREEMENT**Assignor:** POLYMER ADDITIVES, INC.**Exec Dt:** 12/19/2014**Entity Type:** CORPORATION**Citizenship:** DELAWARE

**Assignee:** WILMINGTON TRUST NATIONAL ASSOCIATION  
50 SOUTH SIXTH STREET, SUITE 1290  
MINNEAPOLIS, MINNESOTA 55402

**Entity Type:** NATIONAL ASSOCIATION**Citizenship:** UNITED STATES

**Correspondent:** A. AWAI C/O WILLKIE FARR & GALLAGHER LLP  
787 SEVENTH AVENUE  
NEW YORK, NY 10019

**Assignment: 20**

Reel/Frame: 5424/0360

Recorded: 12/22/2014

Pages: 14

Conveyance: ASSIGNS THE ENTIRE INTEREST

Assignor: ERRO CORPORATION

Exec Dt: 12/19/2014

Entity Type: CORPORATION

Citizenship: OHIO

Assignee: POLYMER ADDITIVES, INC.  
1450 BRICKELL AVE., 31ST FL  
C/O H.I.G. CAPITAL  
MIAMI, FLORIDA 33131

Entity Type: CORPORATION

Citizenship: DELAWARE

Correspondent: JACLYN DI GRANDE - PARALEGAL  
GOLDBERG KOHN LTD.  
55 E MONROE ST., STE 3300  
CHICAGO, IL 60603**Assignment: 21**

Reel/Frame: 5429/0424

Recorded: 12/24/2014

Pages: 8

Conveyance: SECURITY INTEREST

Assignor: POLYMER ADDITIVES, INC.

Exec Dt: 12/19/2014

Entity Type: CORPORATION

Citizenship: DELAWARE

Assignee: WELLS FARGO BANK, NATIONAL ASSOCIATION, AS  
ADMINISTRATIVE AGENT  
1100 ABERNATHY RD., STE 1600  
ATLANTA, GEORGIA 30328

Entity Type: NATIONAL ASSOCIATION

Citizenship: UNITED STATES

Correspondent: JACLYN DI GRANDE - PARALEGAL  
GOLDBERG KOHN LTD.  
55 E. MONROE ST., STE 3300  
CHICAGO, IL 60603

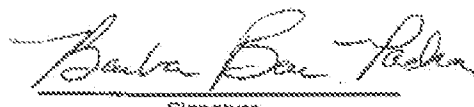
Search Results as of: 01/29/2015 11:20 PM

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Web interface last modified: July 25, 2014 v.2.5

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# EXHIBIT B

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)		<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARKS ONLY</b>		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): Solutia Inc.  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____ Delaware			2. Name and address of receiving party(ies) Name: <u>Abelec Finance LLC, as collateral agent</u> Internal Address: <u>23rd Floor</u>  Street Address: <u>299 Park Avenue</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10171</u>  <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>a Delaware Limited Liability Company</u> <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</small> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Assignment for Security</u> Execution Date: <u>October 8, 2003</u>					
4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ <u>see attached schedule</u>			B. Trademark Registration No.(s) _____ <u>see attached schedule</u>  Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Santo Manna, Esq.</u> Internal Address: <u>Schulte, Roth &amp; Zabel LLP</u>  Street Address: <u>919 Third Avenue</u>  City: <u>New York</u> State: <u>NY</u> Zip: <u>10022</u>			6. Total number of applications and registrations involved: <span style="border: 1px solid black; padding: 2px;">255</span>		
			7. Total fee (37 CFR 3.41) ..... \$ <u>6640</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account		
			8. Deposit account number: <u>500675 - Schulte Roth &amp; Zabel</u>		
<b>DO NOT USE THIS SPACE</b>					
9. Signature  <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <u>Barbara Bauer-Padron</u>            Name of Person Signing         </div> <div style="width: 30%; text-align: center;">             Signature         </div> <div style="width: 30%; text-align: right;"> <u>October 8, 2003</u>            Date         </div> </div> <div style="text-align: center; margin-top: 10px;"> <span style="border: 1px solid black; padding: 2px;">11</span> </div>					

Total number of pages including cover sheet, attachments, and documents  
 Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

**SCHEDULE 1A TO ASSIGNMENT FOR SECURITY**

**SOLUTIA INC. TRADEMARKS AND TRADEMARK APPLICATIONS**

TRADEMARK	SERIAL NO./ REG. NO.	FILING DATE/ REGISTRATION DATE
HL DEALER NETWORK	76/269,609	7/11/01
A ACRILAN	583,881	12/14/93
ACRILAN	1,220,948	4/22/03
ACRILAN	545,734	11/27/01
ACRILAN A	1,244,524	6/05/83
ACRI-PULP	2,065,774	5/27/97
ADVANCED SOLUTIONS FOR GLASS	76/321,828	10/5/01
ADVANCED SOLUTIONS FOR GLASS	76/321,827	10/5/01
ADVANCED SOLUTIONS FOR GLASS	76/321,826	10/5/01
AED	2,419,233	1/9/01
AED MANURE CLEANER	2,369,329	7/18/00
A-G	75/642,644	2/18/99
AGRADO	2,375,828	8/8/00
AGRADO	2,369,160	7/18/00
ALPEX	567,094	3/11/03
ALPEX	567,094	11/25/52
ALPHOX	75/703,604	5/12/99
ALPHOX	75/543,569	8/26/98
AMCIS	2,718,446	5/27/02
APPLIED CHEMISTRY, CREATIVE SOLUTIONS	2,441,229	4/3/01
ASCEND	2,505,081	11/6/01
AXIO	2,439,958	4/3/01
BLAST PRO	2,472,364	7/24/01
BOUNCE-BACK	1,886,638	3/28/95
BREAK-IN PROTECTION	2,440,971	4/3/01
BUTVAR	571,402	6/10/03
BUTVAR	571,402	3/03/53
CARIBBEAN CREME CAKE	2,005,535	10/8/96
CENTAUR	1,996,092	8/20/96
CLEAN MACHINE	2,464,574	6/26/01
CLEAN MACHINE	2,460,325	6/12/01
CLEARLES	76/310,414	9/7/01
CLEARSAFE	76/091,461	7/18/00
CLEARFIL	2,498,735	10/16/01
COLORSHIELD	76/393,580	4/10/02
CPFILMS	2,503,446	11/6/01



DEQUEST	2,680,761	1/28/03
DEQUEST	777,638	9/29/64
<i>Design Only</i>	1,299,158	10/9/84
<i>Design Only</i>	2,111,243	11/4/97
<i>Design Only</i>	1,285,294	7/10/84
DIRT BLASTER	2,583,645	6/18/02
DODANE	749,905	5/21/63
DURASCAPE	2,206,044	11/24/98
DURASOFT	2,154,879	5/5/98
DURASPUN	1,993,701	8/13/96
DURASPUN	2,091,904	8/26/97
DURASPUN	1,738,386	4/22/03
DURATREK	2,341,897	4/11/00
DYENAMIX	2,579,049	6/11/02
ECOBREEZE	76,087,545	7/10/00
EMULSI-PHOS	1,582,110	11/14/00
EVOLUTIA	75/878,168	12/22/99
FERTI-PURE	78/244,329	5/1/03
FORMULAONE PERFORMANCE AUTOMOTIVE FILM	1,894,494	5/16/95
G	76/135,065	9/25/00
GELVA	290,741	7/30/02
GELVA	290,741	1/12/32
GILA	78/271,591	7/8/03
GILA	2,749,640	8/12/03
GILA	1,291,584	8/28/84
GILA	1,208,135	1/14/03
GILA GRAPHICS	1,276,080	5/1/84
GILA RIVER	1,299,159	10/9/84
GILA RIVER	1,291,577	8/28/84
GINNY	2,486,307	9/4/01
GLACIER METALWORKING FLUIDS	2,248,344	12/16/97
GOLDSPUN	2,255,926	6/22/99
HB-40	571,615	6/24/03
HB-40	571,615	3/10/53
H.T.	046,851	12/24/85
HALCYON	78/177,946	10/24/02
HALCYON SHADES	78/261,052	6/11/03
HPR	1,865,124	11/29/94
HYDRAWAY	1,339,230	6/0/854
INFISOFT	76/399,628	4/24/02
IP-61	775,596	8/25/64
KEEP SAFE	2,463,217	6/26/01
KEEP SAFE	2,150,082	4/14/98
KEEPCLEAN	76/342,197	11/26/01

KEEPSAFE	2,562,496	4/16/02
KEEPSAFE	2,586,376	6/25/02
KEEPSAFE	2,168,828	6/30/98
KEEPSAFE GLASS	2,533,835	1/29/02
KEEPSAFE GLASS	2,602,297	6/30/02
KEEPSAFE GLASS	2,636,609	10/15/02
KEEPSAFE MAXIMUM	2,369,263	7/18/00
KEEPSAFE MAXIMUM GLASS	2,487,353	9/11/01
KEEPSAFE STORM	76/386,976	3/26/02
KEEPSAFE STORM	76/386,975	3/26/02
LEVERAGE	2,064,120	5/20/97
LEVN-LITE	934,272	10/25/02
LIMELIGHT	1,550,149	8/1/89
LIQUASHIELD	2,678,892	1/21/03
LIQUI SHIELD	78/139,537	6/27/02
LITTER BUSTER	2,383,857	9/5/00
LITTER BUTLER	2,384,014	9/5/00
LLUMAR	1,089,700	3/31/98
LLUMARIZE	2,024,639	12/17/96
LOCKED-IN STAINBLOCKER	76/296,336	8/7/01
LOW-E ULTRA	2,052,602	4/15/97
LUSTRE-PHOS	770,082	5/19/64
LXI	2,101,121	9/30/97
MCS	734,399	10/15/02
MEALMAID	2,537,298	2/5/02
MEMORIES LIKE THIS SHOULDN'T FADE	78/271,597	7/8/03
MINERAL BLUE	76/486,606	2/3/03
MODACURE	1,510,577	11/01/88
MODAFLOW	720,849	12/11/01
MULTIFLOW	999,461	2/14/95
NFB	728,737	2/1/03
NO-SHOCK	2,761,191	9/9/03
NO-SHOCK	1,183,834	3/12/02
NUTRIFOS	680,125	7/13/99
OILFOS	503,712	03/07/89
OPTA	2,059,700	5/6/97
OPTISCALE	78/208,415	1/29/03
PAL	1,360,542	9/17/85
PAN-O-LITE	775,916	8/25/64
PC-1244	0651038	9/9/97
PC 1344	2,004,430	10/1/96
PC 1644	2,004,431	10/1/96
PC-1844	2,607,042	8/13/02
PET HAIR ELIMINATOR	2,751,010	8/12/03
PET-AGREE	2,193,583	10/6/98

PHOS-BIN	996,923	12/27/94
PHOS-CHEK	837,738	5/31/88
PHOSGARD	2,307,096	1/11/00
PHOSGARD	723,746	2/19/02
PIL-TROL	2,466,619	7/3/01
PIL-TROL	2,269,626	8/10/99
PIL-TROL	2,451,223	5/15/01
PLATINUM PLUS	1,874,669	1/17/95
PY-RAN	395,321	7/30/02
REMEMBER	1,174,279	2/12/02
REMEMBER	1,174,279	10/20/81
REMEMBER FIBERS	76/231,329	3/27/01
RENEW	76/393,578	4/10/02
RESIMEL	403,635	10/05/43
RESIMENE	547,506	7/24/02
RESIMENE	538,301	7/03/91
RESIMENE	547,506	9/04/51
RESIQUIN	76/326,319	10/17/01
RIGHT TO LEFT THINKING	76/458,735	10/17/02
RJ-100	783,814	7/30/85
S63	1,622,586	4/17/01
SAFE FLEX	2,206,315	12/1/98
SAFLEX	76/269,586	7/11/01
SAFLEX	1,771,453	6/17/03
SAFLEX	382,673	5/1/01
SAFLEX	1,456,537	9/08/87
SAFLEX IIIIG	2,220,420	1/26/99
SAFLEX OPTICOLOR	1,665,470	3/12/02
SAFLEX SV	2,055,535	4/22/97
SAFLEX-FORMA	2,055,534	4/22/97
SALUTIA.COM	76/017,754	4/5/00
SANTIGIZER	265,127	5/2/00
SANTOCHLOR	2,638,587	10/22/02
SANTOFOAM	2,091,302	8/26/97
SANTOLINK	1,443,748	6/23/87
SANTOQUIN	501,027	10/25/88
SANTOQUIN	585,517	6/14/94
SANTOSOL	1,813,280	8/5/03
SANTOTAC MRS	1,943,166	12/19/95
SANTOWAX	396,299	10/1/02
SANTOWAX	396,299	7/07/42
SAYELLE	814,711	12/16/86
SC50	2,313,695	10/2/98
SCRIPSET	761,510	12/17/63
SCULPTED ACCENTS	2,372,404	8/1/00

SEF	78/256,930	6/2/03
SEF	76/090,477	7/17/00
SKYDROL	2,257,957	6/29/99
SKYDROL	510,769	5/23/89
SKYKLEEN	2,259,954	7/6/99
SKYKLEEN	2,257,958	6/29/99
SKYKLEEN AVIATION SOLVENT BY MONSANTO	2,067,775	6/3/97
SKYLUBE	78/213,887	2/12/03
SNOW FRESH	2,055,421	4/22/97
SNOW FRESH	1,685,890	10/25/02
SOLAR PRO	76/012,873	3/29/00
SOLAR STOP	2,184,382	8/25/98
SOLARPRO PLUGN'PLAY	2,709,752	4/22/03
SOLUTEIN	76/054,323	5/22/00
SOLUTIA	2,725,147	6/10/03
SOLUTIA	76/185,272	12/22/00
SOLUTIA	76/185,271	12/22/00
SOLUTIA	76/185,196	12/22/00
SOLUTIA	76/185,076	12/20/00
SOLUTIA	76/185,075	12/20/00
SOLUTIA	76/184,863	12/20/00
SOLUTIA	2,725,140	6/10/03
SOLUTIA	2,602,456	6/30/02
SOLUTIA	2,578,976	6/11/02
SOLUTIA	2,379,855	8/22/00
SOLUTIA	2,185,915	9/1/98
SOLUTIA	2,482,655	8/28/01
SOLUTIA	2,578,953	6/11/02
SOLUTIA CONSULTING, INC.	2,192,228	9/29/98
SOLUTIA PHARMA-CEUTICAL ADVISORS	76/461,543	10/23/02
SOLUTIONS FOR A BETTER LIFE	76/242,481	4/11/01
SOLUTIONS FOR A BETTER LIFE	76/239,309	4/11/01
SOLUTIONS FOR A BETTER LIFE	76/239,300	4/11/01
SOLUTIONS FOR A BETTER LIFE	76/239,200	4/11/01
SOUND PRO	76/032,155	4/21/00
SPEC THIS	76/386,977	3/26/02
SPECTRASELECT	2,276,564	9/7/99
SPINEXPERT	76/360,382	1/18/02
SPINEXPERT	76/360,381	1/18/02
SPRAY GUARD	1,203,249	11/26/02
STABIL	767,942	4/07/64
STATICMAGIC	78/224,125	3/11/03
STRUCTURE PRO	76/430,217	7/12/02
STYMER	430,923	03/22/88

SUREBASE	78/226,173	3/17/03
T	1,632,070	6/12/01
TETRATHAL	828,722	10/27/87
TETROSYL	2,719,576	5/27/03
THE QUIET WINDSHIELD	76/365,085	1/30/02
THE QUIET WINDSHIELD	76/365,084	1/30/02
THE SMART YARNS.	1,800,808	10/26/93
THERMA SEALED	2,476,313	8/7/01
THERMA SEALED	2,474,152	7/31/01
THERMINOL	748,052	5/6/03
TLC TOTAL LIFECYCLE CARE	2,727,620	7/13/00
TRAFFIC CONTROL	76/310,503	9/7/01
TRAFFIC CONTROL FIBER SYSTEM	1,972,045	5/7/96
TRIDANE	752,257	7/02/63
ULTIMUS	2,122,368	12/16/97
ULTRON	944,383	3/11/03
ULTRON	944,383	10/10/72
ULTRON VIP	2,268,859	8/10/99
UVSHIELD	2,251,790	8/8/99
VANCEVA	76/393,549	4/10/02
VANCEVA	76/393,548	4/10/02
VANCEVA	76/393,547	4/10/02
VANCEVA	76/393,546	4/10/02
VANCEVA	76/343,113	11/29/01
VANCEVA	76/343,112	11/29/01
VANCEVA	76/343,111	11/29/01
VANCEVA	76/299,825	8/15/01
VANCEVA	76/299,699	8/15/01
VANCEVA	76/288,719	7/23/01
VISTA	2,122,616	12/23/97
VYDYNE	963,903	9/2/03
WE KEEP THE INSIDE OUT	2,654,850	11/26/02
WEAR DATED	1,132,242	1/9/01
WEAR DATED	1,132,271	1/09/01
WEAR DATED	1,132,280	1/09/01
WEAR DATED	1,132,237	1/09/01
WEAR DATED	777,092	9/15/64
WEAR DATED DURASOFT	2,074,417	6/24/97
WEAR-DATED	76/438,381	8/7/02
WEAR-DATED	2,426,663	2/6/01
WEAR-DATED	1,132,271	1/9/01
WEAR-DATED	1,132,280	1/9/01
WEAR-DATED	1,132,237	1/9/01
WEAR-DATED CARPET II	1,841,904	6/28/94
WEAR-DATED DURASOFT WITH TRAFFIC	76/507,973	4/21/03

CONTROL		
WEAR-DATED DURSOFT	76,506,862	4/16/03
WEAR-DATED FREEDOM	1,830,423	4/12/94
WEARDATED UNCONDITIONALLY GUARANTEED FOR ONE FULL YEAR'S NORMAL WEAR	777,061	9/15/64
WE'VE GOT THE SUN COVERED	2,089,742	8/19/97
WINTUK	837,669	1/24/89

## EXECUTION VERSION

ASSIGNMENT FOR SECURITYTRADEMARKS

WHEREAS, Solutia Inc. (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement, dated October 8, 2003 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of Ableco Finance LLC, as collateral agent for certain lenders (in such capacity, together with any successors and assigns, the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Agents and the Lenders (as such terms are defined in the Security Agreement) a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of October 9, 2003.

SOLUTIA INC.

By: *C. Kevin Wilson*  
Name: C. Kevin Wilson  
Title: Vice President and Treasurer  
Solutia Inc.

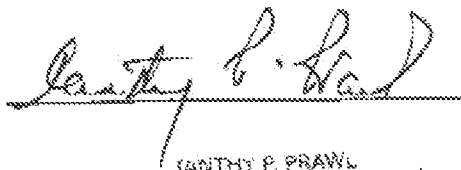


STATE OF \_\_\_\_\_

ss.:

COUNTY OF \_\_\_\_\_

On this 8<sup>th</sup> day of October, 2003, before me personally came Kevin Wilson, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the Vice President and Treasurer of Solutia Inc., a Delaware corporation, and that s/he executed the foregoing instrument in the firm name of Solutia Inc., and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



IANTHY P. PRWL  
Notary Public, State of New York  
No. 24-4967506  
Qualified in Kings County  
Commission Expires June 4, 2006

**SCHULTE ROTH & ZABEL LLP**

619 Third Avenue  
New York, NY 10023  
(212) 756-2000  
fax (212) 593-5976

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**PLEASE DISTRIBUTE TO ALL LISTED PERSONS**

To	Company	Fax No.	Confirmation No.
Assignment Division	U.S. Patent and Trademark Office	(703) 306-5995	(703) 308-9723

<b>FROM:</b> Barbara Bauer-Padron	<b>DATE:</b> 10/8/03
<b>DIRECT DIAL:</b> (212) 610-7341	<b>Number of Pages:</b> 12
<b>Number of Cover Sheets:</b> 1	(Including Fax Cover Page)
<b>FILE NO.:</b> 014951-0489	

Dear Sir/Madam:

Please record the attached assignment, and send the confirmation number to Barbara Bauer-Padron at (212) 593-5955.

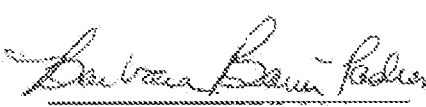
Thank you.

  
Barbara Bauer-Padron  
Legal Assistant

THE INFORMATION CONTAINED IN THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE, AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. THANK YOU.

*For incomplete transmission please call (212) 756-2000 ext.6076*

# EXHIBIT C

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)		<b>RECORDATION FORM COVER SHEET TRADEMARKS ONLY</b>		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): Solutia Inc.  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____ Delaware			2. Name and address of receiving party(ies) Name: <u>Abteco Finance LLC, as collateral agent</u> Internal Address: <u>23rd Floor</u> Street Address: <u>299 Park Avenue</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10171</u>  <input type="checkbox"/> individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>a Delaware Limited Liability Company</u> <small>If assignor is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No          (Designations must be a separate document from assignment)          Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>		
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Correction of Fee/Frame 002730/0502, change receiving party from Abteco Finance LLC to Abteco Finance LLC</u> Execution Date: <u>October 8, 2003</u>					
4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ <u>see attached schedule</u>			B. Trademark Registration No.(s) _____ <u>see attached schedule</u>  Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Santo Manna, Esq</u> Internal Address: <u>Schulte, Roth &amp; Zabel LLP</u>  Street Address: <u>819 Third Avenue</u>  City: <u>New York</u> State: <u>NY</u> Zip: <u>10022</u>			6. Total number of applications and registrations involved: <span style="border: 1px solid black; padding: 2px;">265</span>		
			7. Total fee (37 CFR 3.41).....\$ <u>6640</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account		
			8. Deposit account number: <u>500675 - Schulte Roth &amp; Zabel</u>		
DO NOT USE THIS SPACE					
9. Signature.  <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <u>Barbara Bauer-Padron</u>            Name of Person Signing         </div> <div style="width: 30%; text-align: center;">             Signature         </div> <div style="width: 30%; text-align: right;"> <u>October 24, 2003</u>            Date         </div> </div> <div style="text-align: center; margin-top: 10px;"> <span style="border: 1px solid black; padding: 2px;">11</span> </div>					

Total number of pages including cover sheet, attachments, and document:  
 Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

## SOLUTIA INC. TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARK	SERIAL NO./ REG. NO.	FILING DATE/ REGISTRATION DATE
IL DEALER NETWORK	76/269,609	7/11/01
A ACRILAN	583,881	12/14/93
ACRILAN	1,220,948	4/22/03
ACRILAN	545,734	11/27/01
ACRILAN A	1,244,524	6/05/83
ACRI-PULP	2,065,774	5/27/97
ADVANCED SOLUTIONS FOR GLASS	76/321,828	10/5/01
ADVANCED SOLUTIONS FOR GLASS	76/321,827	10/5/01
ADVANCED SOLUTIONS FOR GLASS	76/321,826	10/5/01
AED	2,419,233	1/9/01
AED MANURE CLEANER	2,369,329	7/18/00
A-G	75/642,644	2/18/99
AGRADO	2,375,828	8/8/00
AGRADO	2,369,160	7/18/00
ALPEX	567,094	3/11/03
ALPEX	567,094	11/25/52
ALPHOX	75/703,604	5/12/99
ALPHOX	75/543,569	8/26/98
AMCIS	2,718,446	5/27/03
APPLIED CHEMISTRY, CREATIVE SOLUTIONS	2,441,229	4/3/01
ASCEND	2,505,081	11/6/01
AXIO	2,439,958	4/3/01
BLAST PRO	2,472,364	7/24/01
BOUNCE-BACK	1,886,638	3/28/95
BREAK-IN PROTECTION	2,440,971	4/3/01
BUTVAR	571,402	6/10/03
BUTVAR	571,402	3/03/53
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HALCYON SHADES	78/261,052	6/11/03
HPK	1,865,124	11/29/94
HYDRAWAY	1,339,230	6/0/854
INFISOFT	76/399,628	4/24/02
IP-61	775,596	8/25/64
KEEP SAFE	2,463,217	6/26/01
KEEP SAFE	2,150,082	4/14/98
KEEPCLEAN	76/342,197	11/26/01

KEEPSAFE	2,562,496	4/16/02
KEEPSAFE	2,586,376	6/25/02
KEEPSAFE	2,168,828	6/30/98
KEEPSAFE GLASS	2,533,835	1/29/02
KEEPSAFE GLASS	2,602,297	6/30/02
KEEPSAFE GLASS	2,636,609	10/15/02
KEEPSAFE MAXIMUM	2,369,263	7/18/00
KEEPSAFE MAXIMUM GLASS	2,487,353	9/11/01
KEEPSAFE STORM	76/386,976	3/26/02
KEEPSAFE STORM	76/386,975	3/26/02
LEVERAGE	2,064,120	5/20/97
LEVN-LITE	934,272	10/25/02
LIMELIGHT	1,550,149	8/1/89
LIQUASHIELD	2,678,892	1/21/03
LIQUI SHIELD	78/139,537	6/27/02
LITTER BUSTER	2,383,857	9/5/00
LITTER BUTLER	2,384,014	9/5/00
LLUMAR	1,089,700	3/31/98
LLUMARIZE	2,024,639	12/17/96
LOCKED-IN STAINBLOCKER	76/296,336	8/7/01
LOW-E ULTRA	2,052,602	4/15/97
LUSTRE-PHOS	770,082	5/19/64
LXI	2,101,121	9/30/97
MCS	734,399	10/15/02
MEALMAID	2,537,298	2/5/02
MEMORIES LIKE THIS SHOULDN'T FADE	78/271,597	7/8/03
MINERAL BLUE	76/486,606	2/3/03
MODACURE	1,510,577	11/01/88
MODAFLOW	720,849	12/11/01
MULTIFLOW	999,461	2/14/95
NFB	728,737	2/1/03
NO-SHOCK	2,761,191	9/9/03
NO-SHOCK	1,183,834	3/12/02
NUTRIFOS	680,125	7/13/99
OILFOS	503,712	03/07/89
OPTA	2,059,700	5/6/97
OPTISCALE	78/208,415	1/29/03
PAL	1,360,542	9/17/85
PAN-O-LITE	775,916	8/25/64
PC-1244	0651038	9/9/97
PC 1344	2,004,430	10/1/96
PC 1644	2,004,431	10/1/96
PC-1844	2,607,042	8/13/02
PET HAIR ELIMINATOR	2,751,010	8/12/03
PET-AGREE	2,193,583	10/6/98

PHOS-BIN	996,923	12/27/94
PHOS-CHEK	837,738	5/31/88
PHOSGARD	2,307,096	1/11/00
PHOSGARD	723,746	2/19/02
PIL-TROL	2,466,619	7/3/01
PIL-TROL	2,269,626	8/10/99
PIL-TROL	2,451,223	5/15/01
PLATINUM PLUS	1,874,669	1/17/95
PY-RAN	395,321	7/30/02
REMEMBER	1,174,279	2/12/02
REMEMBER	1,174,279	10/20/81
REMEMBER FIBERS	76/231,329	3/27/01
RENEW	76/393,578	4/10/02
RESIMEL	403,635	10/05/43
RESIMENE	547,506	7/24/02
RESIMENE	538,301	7/03/91
RESIMENE	547,506	9/04/51
RESIQUIN	76/326,319	10/17/01
RIGHT TO LEFT THINKING	76/458,735	10/17/02
RI-100	783,814	7/30/85
S63	1,622,586	4/17/01
SAFE FLEX	2,206,315	12/1/98
SAFLEX	76/269,586	7/11/01
SAFLEX	1,771,453	6/17/03
SAFLEX	382,673	5/1/01
SAFLEX	1,456,537	9/08/87
SAFLEX III	2,220,420	1/26/99
SAFLEX OPTICOLOR	1,665,470	3/12/02
SAFLEX SV	2,055,535	4/22/97
SAFLEX-FORMA	2,055,534	4/22/97
SALUTIA.COM	76/017,754	4/5/00
SANTICIZER	265,127	5/2/00
SANTOCIILOR	2,638,587	10/22/02
SANTOFOAM	2,091,302	8/26/97
SANTOLINK	1,443,748	6/23/87
SANTOQUIN	501,027	10/25/88
SANTOQUIN	585,517	6/14/94
SANTOSOL	1,813,280	8/5/03
SANTOTAC MRS	1,943,166	12/19/95
SANTOWAX	396,299	10/1/02
SANTOWAX	396,299	7/07/42
SAYELLE	814,711	12/16/86
SC50	2,313,695	10/2/98
SCRIPSET	761,510	12/17/63
SCULPTED ACCENTS	2,372,404	8/1/00

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2/2/05



SEF	78/236,930	6/2/03
SEF	76/090,477	7/17/00
SKYDROL	2,257,957	6/29/99
SKYDROL	510,769	5/23/89
SKYKLEEN	2,259,954	7/6/99
SKYKLEEN	2,257,958	6/29/99
SKYKLEEN AVIATION SOLVENT BY MONSANTO	2,067,775	6/3/97
SKYLUBE	78/213,887	2/12/03
SNOW FRESH	2,055,421	4/22/97
SNOW FRESH	1,685,890	10/25/02
SOLAR PRO	76/012,873	3/29/00
SOLAR STOP	2,184,382	8/25/98
SOLARPRO PLUG'N'PLAY	2,709,752	4/22/03
SOLUTEIN	76/054,323	5/22/00
SOLUTIA	2,725,147	6/10/03
SOLUTIA	76/185,272	12/22/00
SOLUTIA	76/185,271	12/22/00
SOLUTIA	76/185,196	12/22/00
SOLUTIA	76/185,076	12/20/00
SOLUTIA	76/185,075	12/20/00
SOLUTIA	76/184,863	12/20/00
SOLUTIA	2,725,140	6/10/03
SOLUTIA	2,602,456	6/30/02
SOLUTIA	2,578,976	6/11/02
SOLUTIA	2,379,855	8/22/00
SOLUTIA	2,185,915	9/1/98
SOLUTIA	2,482,635	8/28/01
SOLUTIA	2,578,953	6/11/02
SOLUTIA CONSULTING, INC.	2,192,228	9/29/98
SOLUTIA PHARMA-CEUTICAL ADVISORS	76/461,543	10/23/02
SOLUTIONS FOR A BETTER LIFE	76/242,481	4/11/01
SOLUTIONS FOR A BETTER LIFE	76/239,309	4/11/01
SOLUTIONS FOR A BETTER LIFE	76/239,300	4/11/01
SOLUTIONS FOR A BETTER LIFE	76/239,200	4/11/01
SOUND PRO	76/032,155	4/21/00
SPEC THIS	76/386,977	3/26/02
SPECTRASELECT	2,276,564	9/7/99
SPINEXPERT	76/360,382	1/18/02
SPINEXPERT	76/360,381	1/18/02
SPRAY GUARD	1,203,249	11/26/02
STABIL	767,942	4/07/64
STATICMAGIC	78/224,125	3/11/03
STRUCTURE PRO	76/430,217	7/12/02
STYMER	430,923	03/22/88

SUREBASE	78/226,173	3/17/03
T	1,632,070	6/12/01
TETRATHAL	828,722	10/27/87
TETROSYL	2,719,576	5/27/03
THE QUIET WINDSHIELD	76/365,085	1/30/02
THE QUIET WINDSHIELD	76/365,084	1/30/02
THE SMART YARNS.	1,800,808	10/26/93
THERMA SEALED	2,476,313	8/7/01
THERMA SEALED	2,474,152	7/31/01
THERMINOL	748,052	5/6/03
TLC TOTAL LIFE CYCLE CARE	2,727,620	7/13/00
TRAFFIC CONTROL	76/310,503	9/7/01
TRAFFIC CONTROL FIBER SYSTEM	1,972,045	5/7/96
TRIDANE	752,257	7/02/63
ULTIMUS	2,122,368	12/16/97
ULTRON	944,383	3/11/03
ULTRON	944,383	10/10/72
ULTRON VIP	2,268,859	8/10/99
UVSHIELD	2,251,790	8/8/99
VANCEVA	76/393,549	4/10/02
VANCEVA	76/393,548	4/10/02
VANCEVA	76/393,547	4/10/02
VANCEVA	76/393,546	4/10/02
VANCEVA	76/343,113	11/29/01
VANCEVA	76/343,112	11/29/01
VANCEVA	76/343,111	11/29/01
VANCEVA	76/299,825	8/15/01
VANCEVA	76/299,699	8/15/01
VANCEVA	76/288,719	7/23/01
VISTA	2,122,616	12/23/97
VYDYNE	963,903	9/2/03
WE KEEP THE INSIDE OUT	2,654,850	11/26/02
WEAR DATED	1,132,242	1/9/01
WEAR DATED	1,132,271	1/09/01
WEAR DATED	1,132,280	1/09/01
WEAR DATED	1,132,237	1/09/01
WEAR DATED	777,092	9/15/64
WEAR DATED DURASOFT	2,074,417	6/24/97
WEAR-DATED	76/438,381	8/7/02
WEAR-DATED	2,426,663	2/6/01
WEAR-DATED	1,132,271	1/9/01
WEAR-DATED	1,132,280	1/9/01
WEAR-DATED	1,132,237	1/9/01
WEAR-DATED CARPET II	1,841,904	6/28/94
WEAR-DATED DURASOFT WITH TRAFFIC	76/507,973	4/21/03

CONTROL		
WEAR-DATED DURSOFT	76/506,862	4/16/03
WEAR-DATED FREEDOM	1,830,423	4/12/94
WEARDATED UNCONDI-TIONALLY GUARANTEED FOR ONE FULL YEAR'S NORMAL WEAR	777,061	9/15/64
WE'VE GOT THE SUN COVERED	2,089,742	8/19/97
WINTUK	857,669	1/24/89

## EXECUTION VERSION

ASSIGNMENT FOR SECURITYTRADEMARKS

WHEREAS, Solutia Inc. (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement, dated October 8, 2003 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of Ableco Finance LLC, as collateral agent for certain lenders (in such capacity, together with any successors and assigns, the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Agents and the Lenders (as such terms are defined in the Security Agreement) a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of October 9, 2003.

SOLUTIA INC.

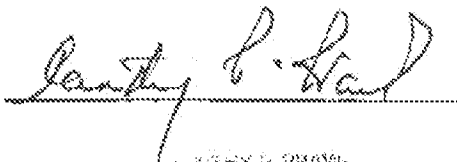
By: Kevin Wilson  
Name: C. Kevin Wilson  
Title: Vice President and Treasurer  
Solutia Inc.

STATE OF \_\_\_\_\_

SS.:

COUNTY OF \_\_\_\_\_

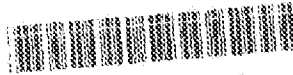
On this 8<sup>th</sup> day of October, 2003, before me personally came Kevin Wilson, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the Vice President and Treasurer of Solutia Inc., a Delaware corporation, and that s/he executed the foregoing instrument in the firm name of Solutia Inc., and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



ANTHONY P. PIRAWO,  
Notary Public, State of New York  
No. 24-4967506  
Qualified in Kings County  
Commission Expires June 4, 2006

# EXHIBIT D

11-25-2003



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5 settings  $\Rightarrow \Rightarrow \Rightarrow \nabla$   
To the Honorable Commissioner of Patent

Send original documents or copy in serial.

Name of conveying party(ies):

Solutia Inc.

2. Name and address of receiving party(ies)

Name: Ableco Finance LLC

Internal Address:

Street Address: 299 Park Ave.

City: New York State: NY ZIP: 10171

- Individual(s)  Association
- General Partnership  Limited Partnership
- Corporation-State
- Other

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Delaware Limited Liability Company

Additional name(s) of conveying party(ies) attached?  Yes  No

If assigner is not domiciled in the United States, a certified representative designation is attached:  Yes  No

(Designations must be a separate document from assignments)

Additional name(s) & address(es) attached?  Yes  No

Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other Short-Form Junior Trademark Security Agreement

Execution Date: October 8, 2003

Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

Name and address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston & Strawn LLP  
33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 250

7. Total fee (37 CFR 3.41) \$ 6,265

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

01 FILED  
02 FILED

44.00  
625.00

DO NOT USE THIS SPACE

Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Laura Konrath  
Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required coversheet information to:



Continuation

Item 4

SCHEDULE I

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HALCYON	78/177,946	10/24/02
HALCYON SHADES	78/261,052	6/11/03
HPR	1,865,124	11/29/94
INFISOFT	76/399,628	4/24/02
IP-61	775,596	8/25/64
KEEP SAFE	2,463,217	6/26/01
KEEP SAFE	2,150,082	4/14/98
KEEPCLEAN	76/342,197	11/26/01
KEEPSAFE	2,562,496	4/16/02
KEEPSAFE	2,586,376	6/25/02

Short-Form Junior Trademark Security Agreement

TRADEMARK	SERIAL NO./ REG. NO.	FILING DATE/ REGISTRATION DATE
KEEPSAFE	2,168,828	6/30/98
KEEPSAFE GLASS	2,533,835	1/29/02
KEEPSAFE GLASS	2,602,297	6/30/02
KEEPSAFE GLASS	2,636,609	10/15/02
KEEPSAFE MAXIMUM	2,369,263	7/18/00
KEEPSAFE MAXIMUM GLASS	2,487,353	9/11/01
KEEPSAFE STORM	76/386,976	3/26/02
KEEPSAFE STORM	76/386,975	3/26/02
LEVERAGE	2,064,120	5/20/97
LEVN-LITE	934,272	10/25/02
LIMELIGHT	1,550,149	8/1/89
LIQUASHIELD	2,678,892	1/21/03
LIQUI SHIELD	78/139,537	6/27/02
LITTER BUSTER	2,383,857	9/5/00
LITTER BUTLER	2,384,014	9/5/00
LLUMAR	1,089,700	3/31/98
LLUMARIZE	2,024,639	12/17/96
LOCKED-IN STAINBLOCKER	76/296,336	8/7/01
LOW-E ULTRA	2,052,602	4/15/97
LUSTRE-PHOS	770,082	5/19/64
LXI	2,101,121	9/30/97
MCS	734,399	10/15/02
MEALMAID	2,537,298	2/5/02
MEMORIES LIKE THIS SHOULDN'T FADE	78/271,597	7/8/03
MINERAL BLUE	76/486,606	2/3/03
NFB	728,737	2/1/03
NO-SHOCK	2,761,191	9/9/03
NO-SHOCK	1,183,834	3/12/02
NUTRIFOS	680,125	7/13/99
OILFOS	503,712	03/07/89
OPTA	2,059,700	5/6/97
OPTISCALE	78/208,415	1/29/03
PAL	1,360,542	9/17/85
PAN-O-LITE	775,916	8/25/64
PET HAIR ELIMINATOR	2,751,010	8/12/03
PET-AGREE	2,193,583	10/6/98
PHOS-BIN	996,923	12/27/94
PHOS-CHEK	837,738	5/31/88
PHOSGARD	2,307,096	1/11/00
PHOSGARD	723,746	2/19/02
PIL-TROL	2,466,619	7/3/01
PIL-TROL	2,269,626	8/10/99

Short-Form Junior Trademark Security Agreement

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PIL-TROL	2,451,223	5/15/01
PLATINUM PLUS	1,874,669	1/17/95
PY-RAN	395,321	7/30/02
REMEMBER	1,174,279	2/12/02
REMEMBER	1,174,279	10/20/81
REMEMBER FIBERS	76/231,329	3/27/01
RENEW	76/393,578	4/10/02
RESIMEL	403,635	10/05/43
RESIMENE	547,506	9/04/51
RESIQUIN	76/326,319	10/17/01
RIGHT TO LEFT THINKING	76/458,735	10/17/02
RJ-100	783,814	7/30/85
S63	1,622,586	4/17/01
SAFE FLEX	2,206,315	12/1/98
SAFLEX	76/269,586	7/11/01
SAFLEX	1,771,453	6/17/03
SAFLEX	382,673	5/1/01
SAFLEX	1,456,537	9/08/87
SAFLEX III	2,220,420	1/26/99
SAFLEX OPTICOLOR	1,665,470	3/12/02
SAFLEX SV	2,055,535	4/22/97
SAFLEX-FORMA	2,055,534	4/22/97
SALUTIA.COM	76/017,754	4/5/00
SANFICIZER	265,127	5/2/00
SANTOCHLOR	2,638,587	10/22/02
SANTOFOAM	2,091,302	8/26/97
SANTOQUIN	501,027	10/25/88
SANTOQUIN	585,517	6/14/94
SANTOTAC MRS	1,943,166	12/19/95
SANTOWAX	396,299	10/1/02
SANTOWAX	396,299	7/07/42
SAYELLE	814,711	12/16/86
SC50	2,313,695	10/2/98
SCRIPSET	761,510	12/17/63
SCULPTED ACCENTS	2,372,404	8/1/00
SEF	78/256,930	6/2/03
SEF	76/090,477	7/17/00
SKYDROL	2,257,957	6/29/99
SKYDROL	510,769	5/23/89
SKYKLEEN	2,259,954	7/6/99
SKYKLEEN	2,257,958	6/29/99
SKYKLEEN AVIATION SOLVENT BY	2,067,775	6/3/97

Short-Form Junior Trademark Security Agreement

TRADEMARK	SERIAL NO./ REG. NO.	FILING DATE/ REGISTRATION DATE
MONSANTO		
SKYLUBE	78/213,887	2/12/03
SNOW FRESH	2,055,421	4/22/97
SNOW FRESH	1,685,890	10/25/02
SOLAR PRO	76/012,873	3/29/00
SOLAR STOP	2,184,382	8/25/98
SOLARPRO PLUG'N'PLAY	2,709,752	4/22/03
SOLUTEIN	76/054,323	5/22/00
SOLUTIA	2,725,147	6/10/03
SOLUTIA	76/185,272	12/22/00
SOLUTIA	76/185,271	12/22/00
SOLUTIA	76/185,196	12/22/00
SOLUTIA	76/185,076	12/20/00
SOLUTIA	76/185,075	12/20/00
SOLUTIA	76/184,863	12/20/00
SOLUTIA	2,725,140	6/10/03
SOLUTIA	2,602,456	6/30/02
SOLUTIA	2,578,976	6/11/02
SOLUTIA	2,379,855	8/22/00
SOLUTIA	2,185,915	9/1/98
SOLUTIA	2,482,655	8/28/01
SOLUTIA	2,578,953	6/11/02
SOLUTIA CONSULTING, INC.	2,192,228	9/29/98
SOLUTIA PHARMA-CEUTICAL ADVISORS	76/461,543	10/23/02
SOLUTIONS FOR A BETTER LIFE	76/242,481	4/11/01
SOLUTIONS FOR A BETTER LIFE	76/239,309	4/11/01
SOLUTIONS FOR A BETTER LIFE	76/239,300	4/11/01
SOLUTIONS FOR A BETTER LIFE	76/239,200	4/11/01
SOUND PRO	76/032,155	4/21/00
SPEC THIS	76/386,977	3/26/02
SPECTRASELECT	2,276,564	9/7/99
SPINEXPERT	76/360,382	1/18/02
SPINEXPERT	76/360,381	1/18/02
SPRAY GUARD	1,203,249	11/26/02
STABIL	767,942	4/07/64
STATICMAGIC	78/224,125	3/11/03
STRUCTURE PRO	76/430,217	7/12/02
STYMER	430,923	03/22/88
SUREBASE	78/226,173	3/17/03
T	1,632,070	6/12/01
TETRATHAL	828,722	10/27/87
TETROSYL	2,719,576	5/27/03

Short-Form Junior Trademark Security Agreement

TRADEMARK	SERIAL NO./ REG. NO.	FILING DATE/ REGISTRATION DATE
THE QUIET WINDSHIELD	76/365,085	1/30/02
THE QUIET WINDSHIELD	76/365,084	1/30/02
THE SMART YARNS.	1,800,808	10/26/93
THERMA SEALED	2,476,313	8/7/01
THERMA SEALED	2,474,152	7/31/01
THERMINOL	748,052	5/6/03
TLC TOTAL LIFECYCLE CARE	2,727,620	7/13/00
TRAFFIC CONTROL	76/310,503	9/7/01
TRAFFIC CONTROL FIBER SYSTEM	1,972,045	5/7/96
TRIDANE	752,257	7/02/63
ULTIMUS	2,122,368	12/16/97
ULTRON	944,383	3/11/03
ULTRON	944,383	10/10/72
ULTRON VIP	2,268,859	8/10/99
UVSHIELD	2,251,790	8/8/99
VANCEVA	76/393,549	4/10/02
VANCEVA	76/393,548	4/10/02
VANCEVA	76/393,547	4/10/02
VANCEVA	76/393,546	4/10/02
VANCEVA	76/343,113	11/29/01
VANCEVA	76/343,112	11/29/01
VANCEVA	76/343,111	11/29/01
VANCEVA	76/299,825	8/15/01
VANCEVA	76/299,699	8/15/01
VANCEVA	76/288,719	7/23/01
VISTA	2,122,616	12/23/97
VYDYNE	963,903	9/2/03
WE KEEP THE INSIDE OUT	2,654,850	11/26/02
WEAR DATED	1,132,242	1/9/01
WEAR DATED	1,132,271	1/09/01
WEAR DATED	1,132,280	1/09/01
WEAR DATED	1,132,237	1/09/01
WEAR DATED	777,092	9/15/64
WEAR DATED DURASOFT	2,074,417	6/24/97
WEAR-DATED	76/438,381	8/7/02
WEAR-DATED	2,426,663	2/6/01
WEAR-DATED	1,132,271	1/9/01
WEAR-DATED	1,132,280	1/9/01
WEAR-DATED	1,132,237	1/9/01
WEAR-DATED CARPET II	1,841,904	6/28/94
WEAR-DATED DURASOFT WITH TRAFFIC CONTROL	76/507,973	4/21/03

Short-Form Junior Trademark Security Agreement

TRADEMARK	SERIAL NO./ REG. NO.	FILING DATE/ REGISTRATION DATE
WEAR-DATED DURSOFT	76/506,862	4/16/03
WEAR-DATED FREEDOM	1,830,423	4/12/94
WEARDATED UNCONDI-TIONALLY GUARANTEED FOR ONE FULL YEAR'S NORMAL WEAR	777,061	9/15/64
WE'VE GOT THE SUN COVERED	2,089,742	8/19/97
WINTUK	857,669	1/24/89

**CPFILMS INC. TRADEMARKS AND TRADEMARK APPLICATIONS**

Trademark	Serial/ Registration Number	Filing Date/ Registration Date
MEMORIES LIKE THIS SHOULDN'T FADE	78/271,597	July 8, 2003
GILA	78/271,591	July 8, 2003
HALCYON SHADES	78/261,052	June 11, 2003
HALCYON	78/177,946	October 24, 2002
GILA & Design	2,749,640	August 12, 2003
CLEARLES	76/310,414	September 7, 2001
SUN SCENTS	75/707,933	May 18, 1999
CPFILMS	2,503,446	November 6, 2001
CLEARFIL	2,498,735	October 16, 2001
SPECTRASELECT	2,276,564	September 7, 1999
UV SHIELD	2,251,790	June 8, 1999
LOW-E ULTRA	2,052,602	April 15, 1997
SOLAR STOP	2,184,382	August 25, 1998
WE'VE GOT THE SUN COVERED	2,089,742	August 19, 1997
LLUMARIZE	2,024,639	December 17, 1996

Short-Form Junior Trademark Security Agreement

SHORT-FORM JUNIOR TRADEMARK SECURITY AGREEMENT

WHEREAS, each of the signatories hereto (the "Grantors") has adopted, used, is using and is the owner of its respective trademarks listed on the attached Schedule I of Trademarks and the registrations and pending applications associated therewith;

WHEREAS, each Grantor has entered into (i) a Security Agreement dated as of October 8, 2003 (the "Security Agreement") between the Grantors, Solutia Business Enterprises, Inc., Monchem, Inc., Monchem International, Inc., Solutia Investments, LLC, Solutia Systems, Inc. and Ableco Finance LLC (the "Collateral Agent") and (ii) an Assignment for Security dated as of October 8, 2003 (the "Assignment for Security"), in which such Grantor has granted certain interests in favor of the Secured Parties, as such term is defined in the Security Agreement.

WHEREAS, pursuant to the Security Agreement and the Assignment for Security, each Grantor assigned, conveyed, mortgaged, pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, according to the terms of the Security Agreement, a security interest in all of its right, title and interest in, to and under all the trademark collateral of such Grantor located in the United States of America, including its respective trademarks listed on the attached Schedule I, and all registrations and pending applications associated therewith ("Senior Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due of all the Obligations, as such term is defined in the Security Agreement.

WHEREAS, each Grantor has contemporaneously with the execution of this Short-Form Junior Trademark Security Agreement entered into an Amended, Restated and Novated Junior Security Agreement dated as of October 8, 2003 (the "Junior Security Agreement") between the Grantors, Solutia Business Enterprises, Inc., Monchem, Inc., Monchem International, Inc., Solutia Investments, LLC, Solutia Systems, Inc., the Collateral Agent and HSBC Bank USA (the "Trustee") in which such Grantor has granted certain interests in favor of the Junior Secured Parties, as such term is defined in the Junior Security Agreement;

WHEREAS, pursuant to the Junior Security Agreement, each Grantor has agreed with the Trustee to execute this Short-Form Junior Trademark Security Agreement; and

WHEREAS, terms defined in the Junior Security Agreement are used herein as defined therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby assigns, conveys, mortgages, pledges and hereby grants to the Trustee, for the benefit of the Junior Secured Parties, according to the terms of the Junior Security Agreement, a security interest in the Senior Trademark Collateral, as collateral security for the prompt and complete payment and performance when due of all the Junior Secured Obligations; provided that such security interest shall be junior to the security interest in the Senior Trademark Collateral granted to the Collateral Agent pursuant to the Security Agreement.



Date: October 8, 2003

SOLUTION INC.

By: Kevin Wilson  
Name: C. Kevin Wilson  
Title: Vice President & Treasurer

CPFILMS INC.

By: Kevin Wilson  
Name: C. Kevin Wilson  
Title: Vice President

Short-Form Junior Trademark Security Agreement

SCHEDULE I

## SOLUTIA INC. TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARK	SERIAL NO./ REG. NO.	FILING DATE/ REGISTRATION DATE
1L DEALER NETWORK	76/269,609	7/11/01
A ACRILAN	583,881	12/14/93
ACRILAN	1,220,948	4/22/03
ACRILAN	545,734	11/27/01
ACRILAN A	1,244,524	6/05/83
ACRI-PULP	2,065,774	5/27/97
ADVANCED SOLUTIONS FOR GLASS	76/321,828	10/5/01
ADVANCED SOLUTIONS FOR GLASS	76/321,827	10/5/01
ADVANCED SOLUTIONS FOR GLASS	76/321,826	10/5/01
AED	2,419,233	1/9/01
AED MANURE CLEANER	2,369,329	7/18/00
A-G	75/642,644	2/18/99
AGRADO	2,375,828	8/8/00
AGRADO	2,369,160	7/18/00
ALPEX	567,094	3/11/03
ALPEX	567,094	11/25/52
ALPHOX	75/703,604	5/12/99
ALPHOX	75/543,569	8/26/98
AMCIS	2,718,446	5/27/03
APPLIED CHEMISTRY, CREATIVE SOLUTIONS	2,441,229	4/3/01
ASCEND	2,505,081	11/6/01
AXIO	2,439,958	4/3/01
BLAST PRO	2,472,364	7/24/01
BOUNCE-BACK	1,886,638	3/28/95
BREAK-IN PROTECTION	2,440,971	4/3/01
BUTVAR	571,402	6/10/03
BUTVAR	571,402	3/03/53
CARIBBEAN CREME CAKE	2,005,535	10/8/96
CENTAUR	1,996,092	8/20/96
CLEAN MACHINE	2,464,574	6/26/01
CLEAN MACHINE	2,460,325	6/12/01
CLEARLES	76/310,414	9/7/01
CLEARSAFE	76/091,461	7/18/00
CLEARFIL	2,498,735	10/16/01
COLORSHIELD	76/393,580	4/10/02
CPFILMS	2,503,446	11/6/01
DEQUEST	2,680,761	1/28/03
DEQUEST	777,638	9/29/64

Short-Form Junior Trademark Security Agreement

TRADEMARK	SERIAL NO./ REG. NO.	FILING DATE/ REGISTRATION DATE
<i>Design Only</i>	1,299,158	10/9/84
<i>Design Only</i>	2,111,243	11/4/97
<i>Design Only</i>	1,285,294	7/10/84
DIRT BLASTER	2,583,645	6/18/02
DODANE	749,905	5/21/63
DURASCAPE	2,206,044	11/24/98
DURASOFT	2,154,879	5/5/98
DURASPUN	1,993,701	8/13/96
DURASPUN	2,091,904	8/26/97
DURASPUN	1,738,386	4/22/03
DURATREK	2,341,897	4/11/00
DYENAMIX	2,579,049	6/11/02
ECOBREEZE	76,087,545	7/10/00
EMULSI-PHOS	1,582,110	11/14/00
EVOLUTIA	75/878,168	12/22/99
FERTI-PURE	78/244,329	5/1/03
FORMULAONE PERFORMANCE AUTOMOTIVE FILM	1,894,494	5/16/95
G	76/135,065	9/25/00
GILA	78/271,591	7/8/03
GILA	2,749,640	8/12/03
GILA	1,291,584	8/28/84
GILA	1,208,135	1/14/03
GILA GRAPHICS	1,276,080	5/1/84
GILA RIVER	1,299,159	10/9/84
GILA RIVER	1,291,577	8/28/84
GINNY	2,486,307	9/4/01
GLACIER METALWORKING FLUIDS	2,248,344	12/16/97
GOLDSPUN	2,255,926	6/22/99
H B-4 0	571,615	6/24/03
H B-4 0	571,615	3/10/53
H.T.	046,851	12/24/85
HALCYON	78/177,946	10/24/02
HALCYON SHADES	78/261,052	6/11/03
HPR	1,865,124	11/29/94
INFISOFT	76/399,628	4/24/02
IP-61	775,596	8/25/64
KEEP SAFE	2,463,217	6/26/01
KEEP SAFE	2,150,082	4/14/98
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KEEPSAFE	2,562,496	4/16/02
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LEVN-LITE	934,272	10/25/02
LIMELIGHT	1,550,149	8/1/89
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LXI	2,101,121	9/30/97
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MEMORIES LIKE THIS SHOULDN'T FADE	78/271,597	7/8/03
MINERAL BLUE	76/486,606	2/3/03
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PET-AGREE	2,193,583	10/6/98
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PHOS-CHEK	837,738	5/31/88
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PHOSGARD	723,746	2/19/02
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PIL-TROL	2,269,626	8/10/99

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RESIMENE	547,506	9/04/51
RESIQUIN	76/326,319	10/17/01
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SANTICIZER	265,127	5/2/00
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SANTOFOAM	2,091,302	8/26/97
SANTOQUIN	501,027	10/25/88
SANTOQUIN	585,517	6/14/94
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SANTOWAX	396,299	10/1/02
SANTOWAX	396,299	7/07/42
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SC50	2,313,695	10/2/98
SCRIPSET	761,510	12/17/63
SCULPTED ACCENTS	2,372,404	8/1/00
SEF	78/256,930	6/2/03
SEF	76/090,477	7/17/00
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SKYDROL	510,769	5/23/89
SKYKLEEN	2,259,954	7/6/99
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SKYKLEEN AVIATION SOLVENT BY	2,067,775	6/3/97

Short-Form Junior Trademark Security Agreement

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MONSANTO		
SKYLUBE	78/213,887	2/12/03
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SNOW FRESH	1,685,890	10/25/02
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SOLAR STOP	2,184,382	8/25/98
SOLARPRO PLUG'N'PLAY	2,709,752	4/22/03
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SOLUTIA	2,725,147	6/10/03
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SOLUTIA	76/185,271	12/22/00
SOLUTIA	76/185,196	12/22/00
SOLUTIA	76/185,076	12/20/00
SOLUTIA	76/185,075	12/20/00
SOLUTIA	76/184,863	12/20/00
SOLUTIA	2,725,140	6/10/03
SOLUTIA	2,602,456	6/30/02
SOLUTIA	2,578,976	6/11/02
SOLUTIA	2,379,855	8/22/00
SOLUTIA	2,185,915	9/1/98
SOLUTIA	2,482,655	8/28/01
SOLUTIA	2,578,953	6/11/02
SOLUTIA CONSULTING, INC.	2,192,228	9/29/98
SOLUTIA PHARMA-CEUTICAL ADVISORS	76/461,543	10/23/02
SOLUTIONS FOR A BETTER LIFE	76/242,481	4/11/01
SOLUTIONS FOR A BETTER LIFE	76/239,309	4/11/01
SOLUTIONS FOR A BETTER LIFE	76/239,300	4/11/01
SOLUTIONS FOR A BETTER LIFE	76/239,200	4/11/01
SOUND PRO	76/032,155	4/21/00
SPEC THIS	76/386,977	3/26/02
SPECTRASELECT	2,276,564	9/7/99
SPINEXPERT	76/360,382	1/18/02
SPINEXPERT	76/360,381	1/18/02
SPRAY GUARD	1,203,249	11/26/02
STABIL	767,942	4/07/64
STATICMAGIC	78/224,125	3/11/03
STRUCTURE PRO	76/430,217	7/12/02
STYMER	430,923	03/22/88
SUREBASE	78/226,173	3/17/03
T	1,632,070	6/12/01
TETRATHAL	828,722	10/27/87
TETROSYL	2,719,576	5/27/03

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TRADEMARK	SERIAL NO./ REG. NO.	FILING DATE/ REGISTRATION DATE
THE QUIET WINDSHIELD	76/365,085	1/30/02
THE QUIET WINDSHIELD	76/365,084	1/30/02
THE SMART YARNS.	1,800,808	10/26/93
THERMA SEALED	2,476,313	8/7/01
THERMA SEALED	2,474,152	7/31/01
THERMINOL	748,052	5/6/03
TLC TOTAL LIFECYCLE CARE	2,727,620	7/13/00
TRAFFIC CONTROL	76/310,503	9/7/01
TRAFFIC CONTROL FIBER SYSTEM	1,972,045	5/7/96
TRIDANE	752,257	7/02/63
ULTIMUS	2,122,368	12/16/97
ULTRON	944,383	3/11/03
ULTRON	944,383	10/10/72
ULTRON VIP	2,268,859	8/10/99
UVSHIELD	2,251,790	8/8/99
VANCEVA	76/393,549	4/10/02
VANCEVA	76/393,548	4/10/02
VANCEVA	76/393,547	4/10/02
VANCEVA	76/393,546	4/10/02
VANCEVA	76/343,113	11/29/01
VANCEVA	76/343,112	11/29/01
VANCEVA	76/343,111	11/29/01
VANCEVA	76/299,825	8/15/01
VANCEVA	76/299,699	8/15/01
VANCEVA	76/288,719	7/23/01
VISTA	2,122,616	12/23/97
VYDYNE	963,903	9/2/03
WE KEEP THE INSIDE OUT	2,654,850	11/26/02
WEAR DATED	1,132,242	1/9/01
WEAR DATED	1,132,271	1/09/01
WEAR DATED	1,132,280	1/09/01
WEAR DATED	1,132,237	1/09/01
WEAR DATED	777,092	9/15/64
WEAR DATED DURASOFT	2,074,417	6/24/97
WEAR-DATED	76/438,381	8/7/02
WEAR-DATED	2,426,663	2/6/01
WEAR-DATED	1,132,271	1/9/01
WEAR-DATED	1,132,280	1/9/01
WEAR-DATED	1,132,237	1/9/01
WEAR-DATED CARPET II	1,841,904	6/28/94
WEAR-DATED DURASOFT WITH TRAFFIC CONTROL	76/507,973	4/21/03

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TRADEMARK	SERIAL NO./ REG. NO.	FILING DATE/ REGISTRATION DATE
WEAR-DATED DURSOFT	76/506,862	4/16/03
WEAR-DATED FREEDOM	1,830,423	4/12/94
WEARDATED UNCONDI-TIONALLY GUARANTEED FOR ONE FULL YEAR'S NORMAL WEAR	777,061	9/15/64
WE'VE GOT THE SUN COVERED	2,089,742	8/19/97
WINTUK	857,669	1/24/89

**CPFILMS INC. TRADEMARKS AND TRADEMARK APPLICATIONS**

Trademark	Serial/ Registration Number	Filing Date/ Registration Date
MEMORIES LIKE THIS SHOULDN'T FADE	78/271,597	July 8, 2003
GILA	78/271,591	July 8, 2003
HALCYON SHADES	78/261,052	June 11, 2003
HALCYON	78/177,946	October 24, 2002
GILA & Design	2,749,640	August 12, 2003
CLEARLES	76/310,414	September 7, 2001
SUN SCENTS	75/707,933	May 18, 1999
CPFILMS	2,503,446	November 6, 2001
CLEARFIL	2,498,735	October 16, 2001
SPECTRASELECT	2,276,564	September 7, 1999
UV SHIELD	2,251,790	June 8, 1999
LOW-E ULTRA	2,052,602	April 15, 1997
SOLAR STOP	2,184,382	August 25, 1998
WE'VE GOT THE SUN COVERED	2,089,742	August 19, 1997
LLUMARIZE	2,024,639	December 17, 1996

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Trademark	Serial/ Registration Number	Filing Date/ Registration Date
CENTAUR	1,996,092	August 20, 1996
VISTA	2,122,616	December 23, 1997
TPR TOTAL PERFORMANCE RATING	1,876,653	January 31, 1995
HPR	1,865,124	November 29, 1994
TITANIUMPLUS	1,889,282	April 11, 1995
PLATINUM PLUS	1,874,669	January 17, 1995
FORMULAONE PERFORMANCE AUTOMOTIVE FILM	1,894,494	May 16, 1995
LIMELIGHT	1,550,149	August 1, 1989
PAL	1,360,542	September 17, 1985
GILA RIVER	1,229,159	October 9, 1984
GILA	1,291,584	August 28, 1994
GILA GRAPHICS	1,276,080	May 1, 1984
DESIGN ONLY	1,299,158	October 9, 1984
GILA RIVER & Design	1,291,577	August 28, 1984
LLUMAR	1,089,700	April 18, 1978
GILA	1,208,135	September 14, 1982

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