# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM362087

| | |
|---|---|
| **SUBMISSION TYPE:** | NEW ASSIGNMENT |
| **NATURE OF CONVEYANCE:** | SECURITY INTEREST |

**CONVEYING PARTY DATA**

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| POLYONE CORPORATION | | 11/12/2015 | CORPORATION: OHIO |
| POLYONE DESIGNED STRUCTURES AND SOLUTIONS LLC | | 11/12/2015 | LIMITED LIABILITY COMPANY: DELAWARE |
| COLORMATRIX HOLDINGS, INC. | | 11/12/2015 | CORPORATION: DELAWARE |

**RECEIVING PARTY DATA**

| | |
|---|---|
| **Name:** | WELLS FARGO CAPITAL FINANCE, LLC, as Administrative Agent |
| **Street Address:** | One Boston Place |
| **City:** | Boston |
| **State/Country:** | MASSACHUSETTS |
| **Postal Code:** | 02108 |
| **Entity Type:** | LIMITED LIABILITY COMPANY: DELAWARE |

**PROPERTY NUMBERS Total: 10**

| Property Type | Number | Word Mark |
|---|---|---|
| **Registration Number:** | 4766889 | FLEXCART |
| **Registration Number:** | 4697998 | REPRIZE |
| **Serial Number:** | 86606073 | SYNPLAST |
| **Registration Number:** | 4672730 | VERITY |
| **Registration Number:** | 4659865 | DURAGARD |
| **Registration Number:** | 4622405 | COLLABORATION. INNOVATION. EXCELLENCE. |
| **Registration Number:** | 4529575 | COLLABORATION. INNOVATION. EXCELLENCE. |
| **Registration Number:** | 4518289 | INTENSIFY |
| **Registration Number:** | 4508980 | OPTICA |
| **Registration Number:** | 4507982 | INVISIO |

OP $265.00 4766889

**CORRESPONDENCE DATA**

**Fax Number:** 3128637806

***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.***

**Phone:** 312-863-7198

| | |
|---|---|
| **Email:** | nancy.brougher@goldbergkohn.com |
| **Correspondent Name:** | Nancy Brougher, Paralegal |
| **Address Line 1:** | Goldberg Kohn Ltd. |
| **Address Line 2:** | 55 East Monroe Street, Suite 3300 |
| **Address Line 4:** | Chicago, ILLINOIS 60603 |

| | |
|---|---|
| **ATTORNEY DOCKET NUMBER:** | 1989.334 |
| **NAME OF SUBMITTER:** | Nancy Brougher |
| **SIGNATURE:** | /njb/ |
| **DATE SIGNED:** | 11/12/2015 |

**Total Attachments: 5**

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# TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of November 12, 2015, by each of the undersigned (each individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of WELLS FARGO CAPITAL FINANCE, LLC, in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

## WITNESSETH:

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

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

Section 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all the Obligations, each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties, a lien on and security interest in all of the right, title and interest of such Pledgor in, to and under the following Collateral, wherever located, whether now existing or hereafter arising or acquired from time to time (collectively, the "Trademark Collateral"):

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

(b) all Goodwill associated with such Trademarks; and

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

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

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to be inconsistent with or in conflict with the Security Agreement, the provisions of the Security Agreement shall control.

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

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

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

Section 7. Existing Trademark Security Agreement. This Trademark Security Agreement supplements and amends, but does not replace, that certain Trademark Security Agreement dated December 21, 2011 by certain Pledgors and other Loan Parties in favor of Administrative Agent and that certain Trademark Security Agreement dated April 1, 2013 by certain Pledgors and other Loan Parties in favor of Administrative Agent.

**[SIGNATURE PAGE FOLLOWS]**



TRADEMARK
REEL: 005667 FRAME: 0055

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

Very truly yours,

POLYONE CORPORATION

By: _____
Name: Scott J. Leffler
Title: Vice President and Treasurer

POLYONE DESIGNED STRUCTURES AND SOLUTIONS LLC

By _____
Name: Scott J. Leffler
Title: Chief Financial Officer

COLORMATRIX HOLDINGS, INC.

By _____
Name: Scott J. Leffler
Title: Treasurer

AGREED TO AND ACCEPTED:

**WELLS FARGO CAPITAL FINANCE, LLC**, as Administrative Agent

By: _____
Name: MELISSA PRANDST
Title: Vice President

# SCHEDULE I

# TO

# TRADEMARK SECURITY AGREEMENT

# TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

| Mark | Appln. No. | Reg. No. | Filing Date | Reg. Date | PLEDGOR |
|---|---|---|---|---|---|
| FLEXCART | 86/140879 | 4766889 | 11-Dec-2013 | 07-July-2015 | ColorMatrix Holdings, Inc. |
| rePrize | 85/955173 | 4697998 | 10-Jun-2013 | 03-March-2015 | ColorMatrix Holdings, Inc. |
| SynPlast | 86/606073 | | 22-Apr-2015 | | POLYONE CORPORATION |
| VERITY | 86/083527 | 4672730 | 04-Oct-2013 | 13-Jan-2015 | POLYONE CORPORATION |
| DURAGARD | 85/288680 | 4659865 | 07-Apr-2011 | 23-Dec-2014 | PolyOne Designed Structures and Solutions LLC |
| COLLABORATION. INNOVATION. EXCELLENCE. | 86/083531 | 4622405 | 04-Oct-2013 | 14-Oct-2014 | POLYONE CORPORATION |
| COLLABORATION. INNOVATION. EXCELLENCE. | 86/083536 | 4529575 | 04-Oct-2013 | 13-May-2014 | POLYONE CORPORATION |
| INTENSIFY | 85/578317 | 4518289 | 23-Mar-2012 | 22-Apr-2014 | POLYONE CORPORATION |
| OPTICA | 85/770109 | 4508980 | 02-Nov-2012 | 08-Apr-2014 | ColorMatrix Holdings, Inc. |
| InVisiO | 85/935997 | 4507982 | 17-May-2013 | 01-Apr-2014 | POLYONE CORPORATION |