

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM546989

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PolyOne Corporation		10/25/2019	Corporation: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Echo US Holdings, LLC		
<b>Street Address:</b>	430 Park Avenue, 18th Floor		
<b>Internal Address:</b>	c/o SK Capital Partners		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2465535	DURACAP	
<b>Registration Number:</b>	0407523	GEON	
<b>Registration Number:</b>	2964176	GEON	
<b>Registration Number:</b>	2308456	HI-PRO II	
<b>Registration Number:</b>	1285688	NOVABLEND	
<b>Registration Number:</b>	4265030	PLENSTAR	
<b>Registration Number:</b>	3883971	REFLEX	
<b>Registration Number:</b>	5009144	RESILIENCE	
<b>Registration Number:</b>	4971816	SYNPLAST	
<b>Registration Number:</b>	4979505	SYNPRIME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7147558290		
<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>	714-540-1235		
<b>Email:</b>	ipdocket@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	650 Town Center Drive, Suite 2000		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		

OP \$265.00 2465535

TRADEMARK

<b>ATTORNEY DOCKET NUMBER:</b>	051394-0025
<b>NAME OF SUBMITTER:</b>	Anna T Kwan
<b>SIGNATURE:</b>	/atk/
<b>DATE SIGNED:</b>	10/28/2019

**Total Attachments: 14**

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("**Agreement**"), dated and effective as of October 25, 2019, by and between PolyOne Corporation, an Ohio corporation ("**Assignor**") and Echo US Holdings, LLC, a Delaware limited liability company ("**Assignee**") (each a "**Party**," and, collectively, the "**Parties**").

### RECITALS

A. Pursuant to the certain Asset Purchase Agreement, dated as of August 16, 2019 (the "**Purchase Agreement**"), by and between Assignor and Assignee, Assignor sold, conveyed, transferred, assigned and delivered, or caused to be sold, conveyed, transferred, assigned and delivered, to Assignee all of Assignor's and its Affiliates' right, title and interest in, to and under the Purchased Assets, free and clear of all Liens, other than Permitted Liens.

B. The Purchase Agreement provides that, in connection with the consummation of the transactions contemplated thereby, the Parties will enter into this Agreement pursuant to which Assignor will affect the assignment of certain Intellectual Property on the terms, and subject to the conditions, set forth in this Agreement.

C. Capitalized terms used in this Agreement and not otherwise defined in this Agreement have the meanings ascribed thereto in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing, the representations, warranties, covenants, and agreements contained herein, and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties hereby agree as follows:

### ARTICLE I ASSIGNMENT GRANT

Section 1.1 Effective as of the date hereof, Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, all of Assignor's right, title and interest in and to the trademark registrations set forth on Schedule 1 hereto (the "**Transferred Trademarks**"), including (i) any and all goodwill associated therewith, (ii) any common law rights to such Transferred Trademarks, (iii) all rights therein provided by international treaties or conventions, (iv) all reissues, extensions and renewals of any of the foregoing, and (v) all rights to sue and recover damages for past, present and future infringement or other violation thereof or conflict therewith.

Section 1.2 Assignor hereby authorizes and requests the Commissioner for Trademarks of the United States of America or any other official of any applicable governmental authority to record Assignee as owner of the Transferred Trademarks and to issue any and all registrations, including renewals thereof, to and in the name of Assignee.

Section 1.3 The Parties agree (i) to furnish upon request to each other such further information, (ii) to execute and deliver to each other such other documents, and (iii) to do such other acts and things, all as the other Party may reasonably request for the purpose of carrying out the intent of this Agreement and the transactions contemplated by this Agreement, including but not limited to execution of the Confirmatory Assignment of Intellectual Property Rights attached as Schedule 2 hereto.

Section 1.4 This Agreement shall be binding upon and inure to the benefit of and be enforceable by Assignee and Assignor and their respective successors and permitted assigns (which shall include, in the case of Assignee, (a) any of its Affiliates, (b) any Debt Financing Sources as collateral or (c) any Person to whom Assignee assigns this Agreement in connection with any sale or transfer of Equity Interests of, or any merger, consolidation, change of control or other business combination involving, Assignee, any of its Subsidiaries or any portion of their respective businesses). This Agreement is not intended to, and shall not be construed to, confer upon any person, other than Assignor and Assignee, any rights or remedies hereunder.

Section 1.5 All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement and the Schedules hereto shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware. Any Action seeking to enforce any provision of, or based on any right arising out of, this Agreement or the transactions contemplated hereby may be brought against any of the Parties only in the courts of the State of Delaware or of the United States of America for the District of Delaware, and each of the Parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such Action and waives any objection to venue laid therein.

Section 1.6 No waiver modification or change of any of the provisions of this Agreement shall be valid unless in writing and signed by the Party against whom such claimed waiver, modification or change is sought to be enforced. No waiver by a Party of any default or breach of covenant hereunder whether intentional or not, will be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent occurrence. No failure or delay by any Party in exercising any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 1.7 This Agreement may be executed in one or more counterparts, and by each Party in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or portable document format (PDF) will be as effective as delivery of a manually executed counterpart of any such Agreement.

Section 1.8 This Agreement is being executed solely to give effect to the transactions contemplated by the Purchase Agreement and therefore is subject to the terms of the Purchase Agreement. Nothing in this Agreement, express or implied, is intended to, or will be construed to modify, expand or limit in any way the terms of the Purchase Agreement. To the extent that any provision of this Agreement conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement will govern.

Section 1.9 All notices, requests, permissions, waivers and other communications hereunder will be in writing and will be deemed to have been duly given (a) when sent, if sent by email (provided, that such notice shall be sent concurrently via overnight courier service, return receipt requested), (b) when delivered, if delivered personally to the intended recipient, and (c) one Business Day following sending by overnight delivery via an international courier service, return receipt requested and, in each case, addressed to a Party at the following address for such Party (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 1.9):

If to Assignor:

PolyOne Corporation  
33587 Walker Rd  
Avon Lake, Ohio 44012  
Attention: Senior Vice President, General Counsel & Secretary and  
Senior Vice President, Mergers & Acquisitions  
Email: lisa.kunkle@polyone.com  
joel.rathbun@polyone.com

with a copy to:

Jones Day  
901 Lakeside Avenue  
Cleveland, Ohio 44114  
Attention: James Dougherty  
Benjamin Stulberg  
Email: jpdougherty@jonesday.com  
blstulberg@jonesday.com

If to Assignee:

c/o SK Capital Partners  
430 Park Avenue, 18th Floor  
New York, NY 10022  
Attention: Steven Schmedlin  
Email: sschmedlin@skcapitalpartners.com

with a copy to:

Latham & Watkins LLP  
555 Eleventh Street NW, Suite 1000  
Washington, D.C. 20004  
Attention: Nicholas P. Luongo  
Email: nick.luongo@lw.com

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignee and Assignor have caused this Trademark Assignment Agreement to be executed by their duly authorized representatives as of the date first above written.

**ASSIGNOR:**

PolyOne Corporation

By: 

Name: Joel R. Rathbun

Title: Senior Vice President, Mergers & Acquisitions

*[Signature Page to Trademark Assignment Agreement]*

**TRADEMARK**  
**REEL: 006781 FRAME: 0769**

**ASSIGNEE:**

Echo US Holdings, LLC

By:



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Name: John A. Norris

Title: President

*[Signature Page to Trademark Assignment Agreement]*

**TRADEMARK**  
**REEL: 006781 FRAME: 0770**

Schedule 1

Transferred Trademarks

Trademark	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Owner
DURACAP	United States of America	76/037364	2000/05/01	2465535	2001/07/03	POLYONE CORPORATION
GEON	Chile	1187503	1944/09/04	1200580	1945/04/17	POLYONE CORPORATION
GEON	Colombia	244426	1944/09/14	17866	1945/05/10	POLYONE CORPORATION
GEON	Ghana		1976/02/19	20197	1976/02/19	POLYONE CORPORATION
GEON	Nigeria	26659	1976/03/10	52015	1976/03/10	POLYONE CORPORATION
GEON	United Kingdom	631253	1944/08/31	631253	1944/08/31	POLYONE CORPORATION
GEON	United States of America	71/466791	1944/01/22	407523	1944/06/06	POLYONE CORPORATION
GEON	Brazil	828621780	2006/08/14	828621780	2009/06/09	POLYONE CORPORATION
GEON	Chile	1187499	1975/06/18	1198708	1985/11/06	POLYONE CORPORATION
GEON	Colombia	244425	1945/05/11	17866A	1975/05/11	POLYONE CORPORATION
GEON	Ethiopia	FTM/5136/2014	2014/10/21	FTM/3631/2016	2014/10/21	POLYONE CORPORATION
GEON	Ghana		1976/02/19	20192	1976/02/19	POLYONE CORPORATION
GEON	Nigeria	26639	1976/03/10	26639	1976/03/10	POLYONE CORPORATION
GEON	United Kingdom	636321	1945/04/10	636321	1945/04/10	POLYONE CORPORATION
GEON	United States of America	78/418896	2004/05/14	2964176	2005/06/28	POLYONE CORPORATION
GEON	Argentina	2907681	1944/09/04	2400401	1947/04/19	POLYONE CORPORATION
GEON	Australia	82209	1944/09/15	A82209	1944/09/15	POLYONE CORPORATION



Trademark	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Owner
GEON	Bahamas	29888	2006/10/16	29888	2006/10/16	POLYONE CORPORATION
GEON	Bangladesh	3498	1971/02/03	9302	1971/02/03	POLYONE CORPORATION
GEON	Cuba	92058	1944/09/05	70354	1946/05/09	POLYONE CORPORATION
GEON	European Union (Community)	224451	1996/04/01	224451	1998/06/09	POLYONE CORPORATION
GEON	France	51038	1945/10/16	1318613	1945/10/16	POLYONE CORPORATION
GEON	Georgia	-446630	1992/12/08	473	1995/01/16	POLYONE CORPORATION
GEON	Greece	16681	1950/01/14	16695	1950/01/14	POLYONE CORPORATION
GEON	Honduras		1968/10/01	17404	1970/10/15	POLYONE CORPORATION
GEON	Ireland	954/68	1968/07/01	73681	1968/07/01	POLYONE CORPORATION
GEON	Israel	10602	1950/01/16	10602	1950/01/16	POLYONE CORPORATION
GEON	Lebanon	20304	1968/07/16	151217	1968/07/16	POLYONE CORPORATION
GEON	Lithuania	RL507	1992/07/15	6050	1993/04/06	POLYONE CORPORATION
GEON	Panama		1968/09/24	15846	1972/01/12	POLYONE CORPORATION
GEON	Peru		1946/10/02	11172	1947/07/09	POLYONE CORPORATION
GEON	Russian Federation	50985	1968/07/17	37510	1968/07/17	POLYONE CORPORATION
GEON	Saudi Arabia	4924	1976/01/27	59/50	1976/01/27	POLYONE CORPORATION
GEON	South Africa	1939/44	1944/10/03	1939/44	1944/10/03	POLYONE CORPORATION
GEON	Sweden	2703/68	1968/07/03	133250	1970/11/13	POLYONE CORPORATION
GEON	Trinidad and Tobago	5021	1968/08/15	5021	1968/08/15	POLYONE CORPORATION

Trademark	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Owner
GEON	Tunisia	137	1968/08/10	EE981238	1983/08/05	POLYONE CORPORATION
GEON	Turkey	5442/55	1955/10/25	122488	1955/10/25	POLYONE CORPORATION
GEON	Ukraine	2012	1968/07/17	2012	1993/10/29	POLYONE CORPORATION
HI-PRO II	United States of America	75/440239	1998/02/25	2308456	2000/01/18	POLYONE CORPORATION
NOVABLEND	United States of America	73/385919	1982/09/16	1285688	1984/07/17	POLYONE CORPORATION
PLENSTAR	United States of America	85/162988	2010/10/27	4265030	2012/12/25	POLYONE CORPORATION
REFLEX	European Union (Community)	1031934	2010/02/24	1031934	2010/02/24	POLYONE CORPORATION
REFLEX	Int'l Registration - Madrid Protocol	1031934	2010/02/24	1031934	2010/02/24	POLYONE CORPORATION
REFLEX	Switzerland	1031934	2010/02/24	1031934	2010/02/24	POLYONE CORPORATION
REFLEX	United States of America	77/811607	2009/08/24	3883971	2010/11/30	POLYONE CORPORATION
RESILIENCE	United States of America	86/623589	2015/05/08	5009144	2016/07/26	POLYONE CORPORATION
SynPlast	United States of America	86/606073	2015/04/22	4971816	2016/06/07	POLYONE CORPORATION
SynPrime	United States of America	86/606094	2015/04/22	4979505	2016/06/14	POLYONE CORPORATION

Schedule 2

**CONFIRMATORY ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**

This Confirmatory Assignment of Intellectual Property Rights (this "**Confirmatory Assignment**"), dated October 25, 2019, is made by and between PolyOne Corporation, an Ohio Corporation ("**Assignor**") and Echo US Holdings, LLC, a Delaware limited liability company ("**Assignee**").

WHEREAS, Assignor is the owner of all right, title and interest in and to certain intellectual property as set forth with particularity on Exhibit A hereto (the "**Assigned Marks**"); and

WHEREAS, Assignee has acquired all right, title and interest in and to the Assigned Marks and all associated common law rights and goodwill of the business symbolized by same pursuant to that certain Trademark Assignment Agreement dated October 25, 2019 between Assignor and Assignee (the "**Transfer Agreement**");

NOW, THEREFORE, in consideration of the mutual premises and covenants herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Pursuant to the Transfer Agreement, Assignor and Assignee hereby agree, confirm, and memorialize that Assignor has sold, assigned, transferred and conveyed to Assignee, its successors, and assigns, Assignor's right, title, and interest in and to the Assigned Marks, including any and all common law rights and goodwill associated therewith.

2. Assignor hereby authorizes and requests the Commissioner for Trademarks of the United States of America or any other official of any applicable governmental authority to record Assignee as owner of the Assigned Marks and to issue any and all registrations, including renewals thereof, to Assignee.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have caused this Confirmatory Assignment to be executed by their duly authorized representatives on the date below.

**PolyOne Corporation**

By: \_\_\_\_\_

Name: Joe R. Rathbun

Title: Senior Vice President, Mergers & Acquisitions

Date: October 25, 2019

*[Signature Page to Confirmatory Assignment]*

Echo US Holdings, LLC

By: Jared Kramer

Name: Jared Kramer

Title: Secretary

Date: October 25, 2019

*[Signature Page to Confirmatory Assignment]*

TRADEMARK  
REEL: 006781 FRAME: 0776

Exhibit A

Assigned Marks

Trademark	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Owner
DURACAP	United States of America	76/037364	2000/05/01	2465535	2001/07/03	POLYONE CORPORATION
GEON	Chile	1187503	1944/09/04	1200580	1945/04/17	POLYONE CORPORATION
GEON	Colombia	244426	1944/09/14	17866	1945/05/10	POLYONE CORPORATION
GEON	Ghana		1976/02/19	20197	1976/02/19	POLYONE CORPORATION
GEON	Nigeria	26659	1976/03/10	52015	1976/03/10	POLYONE CORPORATION
GEON	United Kingdom	631253	1944/08/31	631253	1944/08/31	POLYONE CORPORATION
GEON	United States of America	71/466791	1944/01/22	407523	1944/06/06	POLYONE CORPORATION
GEON	Brazil	828621780	2006/08/14	828621780	2009/06/09	POLYONE CORPORATION
GEON	Chile	1187499	1975/06/18	1198708	1985/11/06	POLYONE CORPORATION
GEON	Colombia	244425	1945/05/11	17866A	1975/05/11	POLYONE CORPORATION
GEON	Ethiopia	FTM/5136/2014	2014/10/21	FTM/3631/2016	2014/10/21	POLYONE CORPORATION
GEON	Ghana		1976/02/19	20192	1976/02/19	POLYONE CORPORATION
GEON	Nigeria	26639	1976/03/10	26639	1976/03/10	POLYONE CORPORATION
GEON	United Kingdom	636321	1945/04/10	636321	1945/04/10	POLYONE CORPORATION
GEON	United States of America	78/418896	2004/05/14	2964176	2005/06/28	POLYONE CORPORATION

Trademark	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Owner
GEON	Argentina	2907681	1944/09/04	2400401	1947/04/19	POLYONE CORPORATION
GEON	Australia	82209	1944/09/15	A82209	1944/09/15	POLYONE CORPORATION
GEON	Bahamas	29888	2006/10/16	29888	2006/10/16	POLYONE CORPORATION
GEON	Cuba	92058	1944/09/05	70354	1946/05/09	POLYONE CORPORATION
GEON	European Union (Community)	224451	1996/04/01	224451	1998/06/09	POLYONE CORPORATION
GEON	France	51038	1945/10/16	1318613	1945/10/16	POLYONE CORPORATION
GEON	Georgia	-446630	1992/12/08	473	1995/01/16	POLYONE CORPORATION
GEON	Greece	16681	1950/01/14	16695	1950/01/14	POLYONE CORPORATION
GEON	Honduras		1968/10/01	17404	1970/10/15	POLYONE CORPORATION
GEON	Ireland	954/68	1968/07/01	73681	1968/07/01	POLYONE CORPORATION
GEON	Israel	10602	1950/01/16	10602	1950/01/16	POLYONE CORPORATION
GEON	Lebanon	20304	1968/07/16	151217	1968/07/16	POLYONE CORPORATION
GEON	Lithuania	RL507	1992/07/15	6050	1993/04/06	POLYONE CORPORATION
GEON	Panama		1968/09/24	15846	1972/01/12	POLYONE CORPORATION
GEON	Peru		1946/10/02	11172	1947/07/09	POLYONE CORPORATION
GEON	Russian Federation	50985	1968/07/17	37510	1968/07/17	POLYONE CORPORATION
GEON	Saudi Arabia	4924	1976/01/27	59/50	1976/01/27	POLYONE CORPORATION
GEON	South Africa	1939/44	1944/10/03	1939/44	1944/10/03	POLYONE CORPORATION

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Trademark	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Owner
GEON	Sweden	2703/68	1968/07/03	133250	1970/11/13	POLYONE CORPORATION
GEON	Trinidad and Tobago	5021	1968/08/15	5021	1968/08/15	POLYONE CORPORATION
GEON	Tunisia	137	1968/08/10	EE981238	1983/08/05	POLYONE CORPORATION
GEON	Turkey	5442/55	1955/10/25	122488	1955/10/25	POLYONE CORPORATION
GEON	Ukraine	2012	1968/07/17	2012	1993/10/29	POLYONE CORPORATION
HI-PRO II	United States of America	75/440239	1998/02/25	2308456	2000/01/18	POLYONE CORPORATION
NOVABLEND	United States of America	73/385919	1982/09/16	1285688	1984/07/17	POLYONE CORPORATION
PLENSTAR	United States of America	85/162988	2010/10/27	4265030	2012/12/25	POLYONE CORPORATION
REFLEX	European Union (Community)	1031934	2010/02/24	1031934	2010/02/24	POLYONE CORPORATION
REFLEX	Int'l Registration - Madrid Protocol	1031934	2010/02/24	1031934	2010/02/24	POLYONE CORPORATION
REFLEX	Switzerland	1031934	2010/02/24	1031934	2010/02/24	POLYONE CORPORATION
REFLEX	United States of America	77/811607	2009/08/24	3883971	2010/11/30	POLYONE CORPORATION
RESILIENCE	United States of America	86/623589	2015/05/08	5009144	2016/07/26	POLYONE CORPORATION
SynPlast	United States of America	86/606073	2015/04/22	4971816	2016/06/07	POLYONE CORPORATION
SynPrime	United States of America	86/606094	2015/04/22	4979505	2016/06/14	POLYONE CORPORATION