

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Release by Secured Party: ABL AGREEMENT	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citibank, N.A.		06/01/2009	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Solutia, Inc.		
Street Address:	575 Maryville Centre Drive		
City:	ST. LOUIS		
State/Country:	MISSOURI		
Postal Code:	63141		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77412629	DO MORE WITH VYDYNE	
CORRESPONDENCE DATA			
Fax Number:	(202)739-3001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-739-5652		
Email:	chowell@morganlewis.com		
Correspondent Name:	Catherine R. Howell, Senior Paralegal		
Address Line 1:	1111 Pennsylvania Ave., N.W.; Attn: TMSU		
Address Line 2:	Morgan, Lewis & Bockius LLP		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	102477-0003		
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal		
Signature:	/Catherine R. Howell/		

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**TRADEMARK
 REEL: 004038 FRAME: 0936**

Date:

08/06/2009

Total Attachments: 4

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PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Partial Release") is made as of June 1, 2009 ("Effective Date") by and between (i) **Citibank, N.A.**, a national association, located at 2 Penn's Way, New Castle, Delaware 19720, as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below), and (ii) **Solutia, Inc.**, a Delaware corporation, located at 575 Maryville Centre Drive, St. Louis, Missouri 63141 (the "U.S. Borrower" or "Grantor").

WHEREAS, reference is made to (i) that certain Credit Agreement dated as of February 28, 2008 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among the U.S. Borrower, Solutia Europe SPRL/BVA (formerly known as Solutia Europe SA/NV), Flexsys SA/NV, Collateral Agent, Citibank, N.A. as administrative agent (in such capacity, the "Administrative Agent") for the Lenders (as defined herein), the lending institutions from time to time party thereto (the "Lenders"), Citibank International plc, as European Collateral Agent, and the other parties thereto, and (ii) that certain Security Agreement dated February 28, 2008 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") by and among the U.S. Borrower, CPFilms Inc., certain other subsidiaries of the U.S. Borrower and the Collateral Agent, which Security Agreement has been given by Grantor (and the other grantors party thereto) in favor of the Collateral Agent for the benefit of the Secured Parties (capitalized term used but not otherwise defined herein shall have the meaning set forth in the Credit Agreement or the Security Agreement, as the case may be);

WHEREAS, pursuant to the Security Agreement, Grantor executed and delivered to Collateral Agent that certain Trademark Security Agreement dated December 12, 2008 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "ABL Trademark Security Agreement") in favor of the Collateral Agent for the benefit of the Secured Parties;

WHEREAS, pursuant to the terms and conditions of the ABL Trademark Security Agreement, Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined in the ABL Trademark Security Agreement);

WHEREAS, the ABL Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 30, 2008 at Reel/Frame 3911/0509; and

WHEREAS, Grantor has requested that Collateral Agent release its lien on and security interest in the Trademark Collateral pertaining solely to those certain trademarks included in the Trademark Collateral set forth on Schedule A hereto (the "Released Trademark Collateral") granted pursuant to the ABL Trademark Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in reliance upon the certificate of the U.S.

Borrower dated as of June 1, 2009 (the "Certificate") regarding the sale of the Released Trademark Collateral, which has heretofore been delivered to the Administrative Agent and the Collateral Agent, and subject to the release of any Lien in such Released Trademark Collateral granted pursuant to the Term Loan Documents, Collateral Agent, on behalf of the Secured Parties and itself, hereby terminates, cancels and releases its lien on and security interest in the Released Trademark Collateral granted pursuant to the ABL Trademark Security Agreement and hereby assigns and transfers to Grantor any right, title and interest it may have in, to and under the Released Trademark Collateral pursuant to the ABL Trademark Security Agreement.

The release set forth herein shall be without recourse to or warranty by the Collateral Agent and shall relate solely to the Released Trademark Collateral and to the extent such Released Trademark Collateral has been disposed of as described in the Certificate, and nothing contained herein shall be deemed to constitute a release by the Collateral Agent of any Lien in any other Trademark Collateral granted pursuant to the Security Agreement, the ABL Trademark Security Agreement, or other Security Documents.

THIS PARTIAL RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

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SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Trademark	App. No /Reg. No.
DO MORE WITH VYDYNE	77/412629