

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks - Reel/Frame 3911/0503

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Citibank, N.A.		03/17/2010	National Association:

**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: 7**

Property Type	Number	Word Mark
Registration Number:	3706513	SAFLEX
Registration Number:	3455192	SOUND PRO
Serial Number:	77453572	ELITE
Serial Number:	77470218	SILENTGLASS TECHNOLOGY
Serial Number:	77535721	FLEXSYS
Serial Number:	77553644	FORMULAONE
Serial Number:	77589477	SAFLEX MAGNUM

**CORRESPONDENCE DATA**

Fax Number: (212)446-6460  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 2124464800  
 Email: hsmith@kirkland.com  
 Correspondent Name: Hayley Smith, Senior Legal Assistant  
 Address Line 1: Kirkland & Ellis LLP  
 Address Line 2: 601 Lexington Avenue

CH \$190.00 3706513

**900157811**

**TRADEMARK  
 REEL: 004172 FRAME: 0839**

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: RELEASE 3911/0503 (HS)

NAME OF SUBMITTER: Hayley Smith

Signature: //Hayley Smith//

Date: 03/23/2010

**Total Attachments: 3**

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## **RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "Release") is made as of March 17, 2010 ("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 "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 Borrower, 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"), 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 Borrower, CPFilms Inc., certain other subsidiaries of the 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 "Term Loan 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 Term Loan 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 Term Loan Trademark Security Agreement);

**WHEREAS**, the Term Loan Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 30, 2008 at Reel/Frame 3911/0503; and

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

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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 Term Loan 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 granted pursuant to the Term Loan Trademark Security Agreement.

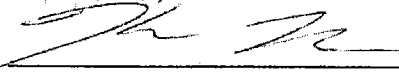
The release set forth herein shall be without recourse to or warranty by the Collateral Agent and shall relate solely to the Released Trademark Collateral.

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

\* \* \* \* \*

**IN WITNESS WHEREOF**, Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

**CITIBANK, N.A.**



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Name: Kirkwood Roland

Title: Vice President

**SCHEDULE A**

**REEL/FRAME 3911-0503**

<b>Mark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Owner</b>
ELITE	77453572	4/21/2008	NONE		Solutia Inc.
SILENTGLASS TECHNOLOGY	77470218	5/9/2008	NONE		Solutia Inc.
FLEXSYS	77535721	7/31/2008	NONE		Flexsys America L.P.
FORMULAONE	77553644	8/22/2008	NONE		Solutia Inc.
SAFLEX MAGNUM	77589477	10/9/2008	NONE		Solutia Inc.
SAFLEX	77531737	7/25/2008	3706513	11/3/2009	Solutia Inc.
SOUND PRO	78401026	4/13/2004	3455192	6/24/2008	Solutia Inc.