

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM430123

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GORDON COMPOSITES, INC.		07/26/2016	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	POLYONE CORPORATION		
Street Address:	33587 WALKER ROAD		
Internal Address:	LEGAL DEPARTMENT		
City:	AVON LAKE		
State/Country:	OHIO		
Postal Code:	44012		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	76265426	STRUCT-TUFF	
Serial Number:	74151908	CORE-TUFF	
Serial Number:	74151910	BO-TUFF	
Serial Number:	74151907	POWER-TUFF	
Serial Number:	77578826	EVERGREEN	
Serial Number:	85642568	EVERGREEN	
CORRESPONDENCE DATA			
Fax Number:	4409303830		
<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>			
Phone:	4409301809		
Email:	IPDEPT@POLYONE.COM		
Correspondent Name:	DEBRA PEJEAU		
Address Line 1:	33587 WALKER ROAD		
Address Line 4:	AVON LAKE, OHIO 44012		
NAME OF SUBMITTER:	DEBRA PEJEAU		
SIGNATURE:	/DEBRA PEJEAU/		
DATE SIGNED:	06/06/2017		

CH \$165.00 76265426

Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT, dated as of this 26th day of July, 2016 (the "Effective Date"), is by and between PolyOne Corporation, an Ohio corporation ("Assignee"), and Gordon Holdings, Inc., a Colorado corporation ("Assignor-Holdings"), Gordon Composites, Inc., a Colorado corporation ("Assignor-Composites"), and Polystrand, Inc., a Colorado corporation ("Assignor-Polystrand"). Assignor-Holdings, Assignor-Composites and Assignor-Polystrand are collectively referred to herein as "Assignors"; and Assignors and Assignee are collectively referred to herein as the "Parties".

This INTELLECTUAL PROPERTY ASSIGNMENT is being entered into concurrently with a certain ASSET PURCHASE AGREEMENT made by and between the Parties.

FOR GOOD AND VALUABLE CONSIDERATION, as recited in the ASSET PURCHASE AGREEMENT, the receipt and sufficiency of which are hereby acknowledged, effective as of the Effective Date, the Assignors hereby sell transfer, assign, convey and deliver to the Assignee, and its successors and assigns, all rights, title and interest in and to: (i) the patents and patent applications listed in Exhibit A attached hereto and made a part hereof (the "Patents and Patent Applications"); (ii) the trademark registrations and trademark applications listed in Exhibit B attached hereto and made a part hereof (the "Trademark Registrations and Trademark Applications"); (iii) the copyright registrations, copyright applications, and unregistered copyrights listed in Exhibit C attached hereto and made a part hereof (the "Copyrights"); (iv) the domain names listed in Exhibit D attached hereto and made a part hereof (the "Domain Names"); (v) the material formulations trade secrets listed in Exhibit E attached hereto and made a part hereof (the "Material Formulations Trade Secrets"); and (vi) the material manufacturing processes trade secrets listed in Exhibit F attached hereto and made a part hereof (the "Manufacturing Processes Trade Secrets") (the Patents and Patent Applications, Trademark Registrations and Trademark Applications, Copyrights, Domain Names, Material Formulations Trade Secrets, and Manufacturing Processes Trade Secrets collectively referred to herein as the "Intellectual Property"); together with all of the goodwill associated with such Intellectual Property and the right to sue third parties for and recover damages from past, present and future infringement of the Intellectual Property.

For informational purposes for the Parties, each of the Exhibits A to F of this INTELLECTUAL PROPERTY ASSIGNMENT are first set forth in the ASSET PURCHASE AGREEMENT as indicated below:

<u>INTELLECTUAL PROPERTY ASSIGNMENT</u>	<u>ASSET PURCHASE AGREEMENT</u>
Exhibit A	Schedule 4.9(a)(i)
Exhibit B	Schedule 4.9(a)(ii)
Exhibit C	Schedule 4.9(a)(iii)
Exhibit D	Schedule 4.9(a)(iv)
Exhibit E	Schedule 4.9(a)(v)
Exhibit F	Schedule 4.9(a)(vi)

In the event of any conflict or inconsistency between the terms of this INTELLECTUAL PROPERTY ASSIGNMENT and the terms of the ASSET PURCHASE AGREEMENT, the

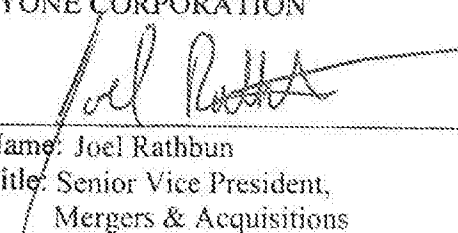
terms of the ASSET PURCHASE AGREEMENT will prevail. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms of the ASSET PURCHASE AGREEMENT.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have executed or caused this Agreement to be executed as of the date first above written.

POLYONE CORPORATION

By: _____


Name: Joel Rathbun
Title: Senior Vice President,
Mergers & Acquisitions

GORDON HOLDINGS, INC.

By: _____

Name: Douglas L. Feist
Title: Chief Executive Officer and
Chief Financial Officer

GORDON COMPOSITES, INC.

By: _____

Name: Douglas L. Feist
Title: Executive Vice President and
Chief Financial Officer

POLYSTRAND, INC.

By: _____

Name: Douglas L. Feist
Title: Executive Vice President and
Chief Financial Officer

(Signature Page to Intellectual Property Assignment)

IN WITNESS WHEREOF, the parties hereto have executed or caused this Agreement to be executed as of the date first above written.

POLYONE CORPORATION

By: _____
Name:
Title:

GORDON HOLDINGS, INC.

By: _____
Name: Douglas L. Feist
Title: Chief Executive Officer and
Chief Financial Officer

GORDON COMPOSITES, INC.

By: _____
Name: Douglas L. Feist
Title: Executive Vice President and
Chief Financial Officer

POLYSTRAND, INC.

By: _____
Name: Douglas L. Feist
Title: Executive Vice President and
Chief Financial Officer

(Signature Page to Intellectual Property Assignment)

Exhibit B to Schedule 4.9(a)

Trademarks

[see attached]

Schedule 4.9(a)(ii)
TRADEMARK REGISTRATIONS AND APPLICATIONS

Registered Trademarks

Item No.	MKG File No.	Country	Mark	Application No.	Filing Date	Registration No.	Issue Date
1	1017-0001	United States	POLYSTRAND	78/340754	12/15/03	2,975,853	07/26/05
2	1017-0001CA	Canada	POLYSTRAND	1250808	03/10/05	TMA683,230	03/08/07
3	1017-0001CL	Chile	POLYSTRAND	688,143	05/25/05	749,347	02/02/06
4	1017-0001CO	Colombia	POLYSTRAND	5023574	03/14/05	305,564	10/25/05
5	1017-0001MP	Madrid Protocol	POLYSTRAND	A0000943	03/11/05	862159	03/11/05
6	1017-0001MPEP	European Community	POLYSTRAND	A0000943	03/11/05	862159	03/11/05
7	1017-0001MX	Mexico	POLYSTRAND	787200	03/14/05	1,158,689	05/19/10
8	1017-0002	United States	XLFRT	78/503,454	10/21/04	3,551,802	12/23/08
9	1017-0003	United States	THERMOBALLISTIC	78/581,344	03/07/05	3,437,679	05/27/08
10	1017-0003-1	United States	THERMOBALLISTIC	77/008,628	09/27/06	3,441,293	06/03/08
11	1017-0003-1MP	Madrid Protocol	THERMOBALLISTIC	A0007541	03/19/06	931934	03/19/07
12	1017-0003-1MPEP	European Community	THERMOBALLISTIC	A0007541	03/19/06	931934	03/19/07
13	1017-0003MP	Madrid Protocol	THERMOBALLISTIC	A0007542	03/19/06	931,747	03/19/07
14	1017-0003MPEP	European Community	THERMOBALLISTIC	A0007542	03/19/06	931,747	03/19/07
15	1017-0005	United States	X-PLY	78/591,503	03/21/05	3,735,298	01/05/10
16	1017-0005MP	Madrid Protocol	X-PLY	A0007556	03/20/06	919442	03/20/07
17	1017-0005MPEP	European Community	X-PLY	A0007556	03/20/06	919442	03/20/07
18	1017-0006	United States	THERMOPRO	78/697,165	08/22/05	3,420,069	04/29/08
19	1017-0006MP	Madrid Protocol	THERMOPRO	A0007553	03/20/06	919443	03/20/07
20	1017-0007	United States	TOMORROW'S COMPOSITES TODAY	78/697,225	08/22/05	3,442,393	06/03/08
21	1017-0028	United States	POLYSTRAND AND DESIGN	77/746,594	05/28/09	4,099,412	02/14/12
22	1017-0028MP	Madrid Protocol	POLYSTRAND AND DESIGN	A0017908	11/24/09	1024021	11/24/09
23	1017-0028MPBX	Benelux	POLYSTRAND AND DESIGN	A0017908	11/24/09	1024021	11/24/09
24	1017-0028MPDE	Germany	POLYSTRAND AND DESIGN	A0017908	11/24/09	1024021	11/24/09
25	1017-0028MPFR	France	POLYSTRAND AND DESIGN	A0017908	11/24/09	1024021	11/24/09
26	1017-0028MPGB	Great Britain	POLYSTRAND AND DESIGN	A0017908	11/24/09	1024021	11/24/09
27	1017-0028MPIT	Italy	POLYSTRAND AND DESIGN	A0017908	11/24/09	1024021	11/24/09
28	1017-0028MPJP	Japan	POLYSTRAND AND DESIGN	A0017908	11/24/09	1024021	11/24/09
29	1017-0035	United States	TECHSTRAND	85/447,413	10/14/11	4,396,792	09/03/13
30	1017-0035CA	Canada	TECHSTRAND	1,573,050	04/13/12	TMA902,187	04/27/15
31	1017-0035MP	Madrid Protocol	TECHSTRAND	A0029302	04/13/12	1120790	04/13/12
32	1017-0035MPAT	Austria	TECHSTRAND	A0029302	04/13/12	1120790	04/13/12
33	1017-0035MPBX	Benelux	TECHSTRAND	A0029302	04/13/12	1120790	04/13/12
34	1017-0035MPCN	China	TECHSTRAND	A0029302	04/13/12	1120790	04/13/12
35	1017-0035MPDE	Germany	TECHSTRAND	A0029302	04/13/12	1120790	04/13/12
36	1017-0035MPDK	Denmark	TECHSTRAND	A0029302	04/13/12	1120790	04/13/12
37	1017-0035MPFI	Finland	TECHSTRAND	A0029302	04/13/12	1120790	04/13/12
38	1017-0035MPFR	France	TECHSTRAND	A0029302	04/13/12	1120790	04/13/12
39	1017-0035MPGB	Great Britain	TECHSTRAND	A0029302	04/13/12	1120790	04/13/12
40	1017-0035MPIE	Ireland	TECHSTRAND	A0029302	04/13/12	1120790	04/13/12

Schedule 4.9(a)(ii)
TRADEMARK REGISTRATIONS AND APPLICATIONS

Registered Trademarks

Item No.	MKG File No.	Country	Mark	Application No.	Filing Date	Registration No.	Issue Date
41	1017-0035MPIL	Israel	TECHSTRAND	A0029302	04/13/12	1120790	04/13/12
42	1017-0035MPIT	Italy	TECHSTRAND	A0029302	04/13/12	1120790	04/13/12
43	1017-0035MPJP	Japan	TECHSTRAND	A0029302	04/13/12	1120790	04/13/12
44	1014-0035MPKR	Korea	TECHSTRAND	A0029302	04/13/12	1120790	04/13/12
45	1017-0035MPNO	Norway	TECHSTRAND	A0029302	04/13/12	1120790	04/13/12
46	1017-0035MPSE	Sweden	TECHSTRAND	A0029302	04/13/12	1120790	04/13/12
47	1017-0035MMX	Mexico	TECHSTRAND	1265639	04/12/12	1363427	04/29/13
48	1017-0050	United States	AEROSTRAND	85-919,151	04/30/13	4,902,241	02/16/16
49	1017-0050CA	Canada	AEROSTRAND	1649774	10/29/13	928,162	02/04/16
50	1017-0050EP	Europe	AEROSTRAND	012257391	10/28/13	012257391	03/28/14
51	1017-0050MX	Mexico	AEROSTRAND	1426553	10/28/13	1430101	01/27/14
52	1017-0051EP	Europe	PROSTRAND	12257416	10/28/13	12257416	03/28/14
53	1017-0051MX	Mexico	PROSTRAND	1426554	10/28/13	1430102	01/27/14
54	4834-0009	United States	STRUCT-TUFF	76-265,426	06/01/01	2,798,454	12/23/03
55	4834-0021	United States	GORDON GLASS	78-916,439	06/26/06	3,420,611	04/29/08
56	4834-0021CA	Canada	GORDON GLASS	1,436,500	04/30/09	TMA770,193	06/21/10
57	4834-0021EP	Europe	GORDON GLASS	5614904	12/22/06	5614904	02/21/08
58	4834-0021JP	Japan	GORDON GLASS	2006-119874	12/26/06	5055271	06/15/07
59	4834-0021KR	Korea	GORDON GLASS	40-2006-65318	12/26/06	40-0730998	12/04/07
60	4834-0022	United States	CORE-TUFF	74-151,908	03/27/91	1,676,782	02/25/92
61	4834-0023	United States	BO-TUFF	74-151,910	03/27/91	1,677,626	03/03/92
62	4834-0024	United States	POWER-TUFF	74-151,907	03/27/91	1,676,781	02/25/92
63	4834-0029	United States	EVERGREEN	77-578,826	09/25/08	4,358,245	06/25/13
64	4834-0031	United States	GORDON COMPOSITES AND DESIGN	77-777,349	07/09/09	3,749,489	02/16/10
65	4834-0040	United States	EVERGREEN COMPOSITES	85-642,513	06/04/12	4,923,044	03/22/16
66	4834-0041	United States	EVERGREEN	85-642,568	06/04/12	4,408,061	09/24/13

Pending Trademark Applications

Item No.	MKG File No.	Country	Mark	Application No.	Filing Date	Registration No.	Issue Date
67	1017-0001BR	Brazil	POLYSTRAND	827308493	04/05/05	N/A	N/A
68	4834-0040-1	United States	EVERGREEN COMPOSITES	86-880,989	01/20/16	N/A	N/A