

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Momentive Performance Materials Holdings Inc.		02/28/2007	CORPORATION: DELAWARE
Momentive Performance Materials GmbH & Co. KG		02/28/2007	CORPORATION: GERMANY

## RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	270 Park Ave.
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Association:

PROPERTY NUMBERS Total: 111

Property Type	Number	Word Mark
Registration Number:	2634688	
Registration Number:	1412849	AESTHETI-COAT
Registration Number:	2620433	A-LINK
Registration Number:	3110096	ANCHORSIL 2000
Registration Number:	1703088	BORAELECTRIC
Registration Number:	763741	BORALLOY
Registration Number:	2934012	CAULK-IT
Registration Number:	1990403	COATOSIL
Registration Number:	1550982	CONSTRUCTION 1200
Registration Number:	2848470	FLASKMAN
Registration Number:	2848469	
Registration Number:	2430869	FLEXFINISH

TRADEMARK

REEL: 003572 FRAME: 0690

900080798

CH \$2790.00 2634688

Registration Number:	1325293	FLEXIBLE SOLUTIONS TO CONCRETE PROBLEMS
Registration Number:	1158689	FOAM GUARD
Registration Number:	2748732	FOAM HOME
Registration Number:	1709051	GEOLITE
Registration Number:	2748686	HOME SOLUTIONS
Registration Number:	1320264	LAST-O-COAT
Registration Number:	2023532	
Registration Number:	2023572	LIGHTHOUSE PRODUCTS
Registration Number:	1206856	LIM
Registration Number:	1391240	MAGNASOFT
Registration Number:	3110210	MAGNASOFT DERMA
Registration Number:	2948811	MAGNASOFT PRIME
Registration Number:	2874335	MARINE
Registration Number:	2200557	MAX 3500
Registration Number:	2200558	MAX 5000
Registration Number:	2136538	MD
Registration Number:	2312957	M-D
Registration Number:	2849321	METALLIST
Registration Number:	1498661	MR. MAC'S
Registration Number:	1745397	NAIL NO MORE
Registration Number:	798993	NIAX
Registration Number:	2109037	NUDRY
Registration Number:	1960872	NUWET
Registration Number:	2725572	NXT
Registration Number:	2134455	OMBRELLA
Registration Number:	1420714	ONE TOUCH
Registration Number:	1317483	PENSIL
Registration Number:	2126905	POLARTHERM
Registration Number:	1507643	POLYMER ACT-91
Registration Number:	2417864	Q COAT
Registration Number:	683846	SAG
Registration Number:	2195739	SAGTEX
Registration Number:	2424510	SEALDRI
Registration Number:	1356085	SF1154
Registration Number:	934317	SF-96

Registration Number:	3068526	SILBREAK
Registration Number:	1334957	SILCAT
Registration Number:	3107678	SILCOOL
Registration Number:	1019759	SILGRIP
Registration Number:	2966422	SILICONE II
Registration Number:	1262096	SILMATE
Registration Number:	1773956	SILPLUS
Registration Number:	1035342	SILPRUF
Registration Number:	1833053	SILQUEST
Registration Number:	1961675	SILQUEST
Registration Number:	2055403	SILQUEST A-1100
Registration Number:	2055404	SILQUEST A-171
Registration Number:	2055440	SILQUEST A-174
Registration Number:	2055405	SILQUEST A-187
Registration Number:	2983914	SILSHINE
Registration Number:	1418833	SILSOFT
Registration Number:	1244021	SILWET
Registration Number:	1719724	SILWET L-77
Registration Number:	2400687	SOFTOUCH
Registration Number:	2829007	SPUR
Registration Number:	2326014	TC1050
Registration Number:	2747472	TPG
Registration Number:	1509724	TRIPLUS
Registration Number:	1244903	TUFEL
Registration Number:	1445813	ULTRAGLAZE
Registration Number:	2738193	VELVESIL
Registration Number:	0870340	VIP
Registration Number:	619252	VISCASIL
Registration Number:	2403884	WEATHERMATE
Registration Number:	1844968	WELD-R-WHITE
Registration Number:	2623972	WETLINK
Registration Number:	2388336	XL-PEARL
Registration Number:	2522838	XST
Registration Number:	2934908	XST
Registration Number:	2596803	ADDISIL

Serial Number:	78407207	ANCHORSIL
Serial Number:	78544679	BIOSEAL
Serial Number:	78727681	CAULK-IT
Serial Number:	78750406	CLIMACLEAR
Serial Number:	78434039	FORMASIL
Serial Number:	78805741	HYDROSTABLE
Serial Number:	78374415	INVISISIL
Serial Number:	78882439	MOTIONITE
Serial Number:	78725189	NXT LOWV
Serial Number:	78725199	NXT ULTRA-LOWV
Serial Number:	78858572	NXT Z
Serial Number:	76326544	PEARLENE
Serial Number:	78425197	POLYCEL ONE
Serial Number:	78369646	RAPIDSTRENGTH
Serial Number:	78369665	RAPIDSTRENGTH SILGLAZE
Serial Number:	78767622	SIDEGUARD
Serial Number:	78633838	SILBLOCK
Serial Number:	78767669	SILCAST
Serial Number:	78496868	SILCOOL
Serial Number:	78269964	SILCROSS
Serial Number:	78491230	SILFAS
Serial Number:	78742300	SILFORM
Serial Number:	78661419	SILICONE 1
Serial Number:	78668549	SILICONE III
Serial Number:	78782345	SILPURE
Serial Number:	78377214	SLAM
Serial Number:	78491226	SNAPSIL
Serial Number:	78719520	VAPORSTAR
Serial Number:	78893675	VIP

#### CORRESPONDENCE DATA

Fax Number: (866)459-2899

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 202-783-2700

Email: Oleh.Hereliuk@federalresearch.com

Correspondent Name: CBCInnovis dba Federal Research

**TRADEMARK**  
**REEL: 003572 FRAME: 0693**

Address Line 1: 1023 Fifteenth Street, NW, Ste 401  
Address Line 2: attn: Oleh Hereliuk  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: 389268

NAME OF SUBMITTER: Oleh Hereliuk

Signature: /oh/

Date: 07/02/2007

**Total Attachments: 13**

source=389268#page1.tif  
source=389268#page2.tif  
source=389268#page3.tif  
source=389268#page4.tif  
source=389268#page5.tif  
source=389268#page6.tif  
source=389268#page7.tif  
source=389268#page8.tif  
source=389268#page9.tif  
source=389268#page10.tif  
source=389268#page11.tif  
source=389268#page12.tif  
source=389268#page13.tif

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented, waived or otherwise modified from time to time) (this "Agreement"), dated as of February 28, 2007 is entered into by MOMENTIVE PERFORMANCE MATERIALS HOLDINGS INC., a Delaware corporation ("Holdings"), MOMENTIVE PERFORMANCE MATERIALS GMBH & CO KG, a company organized under the laws of Germany ("MPM KG"), and MOMENTIVE PERFORMANCE MATERIALS JAPAN HOLDINGS GK, a company organized under the laws of Japan ("MPM GK" and together with Holdings and MPM KG each a "Grantor" and collectively the "Grantors") in favor of JPMORGAN CHASE BANK, N.A., as administrative agent (the "Administrative Agent") for the Secured Parties.

WHEREAS, Holdings, Momentive Performance Materials Inc., Momentive Performance Materials USA Inc., Blitz 06-103 GMBH, the Lenders party thereto from time to time (the "Lenders"), the Administrative Agent, and certain other parties as named therein have entered into a Credit Agreement, dated as of December 4, 2006 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower (as defined in the Credit Agreement) under the Credit Agreement that (i) Holdings shall have executed and delivered that certain U.S. Collateral Agreement, dated as of December 4, 2006, in favor of the Administrative Agent (as amended, restated, supplemented, waived or otherwise modified from time to time, the "U.S. Collateral Agreement"), (ii) MPM KG shall have executed and delivered that certain Security Transfer and Assignment Agreement, dated as of December 4, 2006, in favor of the Administrative Agent (as amended, restated, supplemented, waived or otherwise modified from time to time, the "German Collateral Agreement") and (iii) MPM GK shall have executed and delivered that certain Security Agreement, dated as of December 4, 2006, in favor of the Administrative Agent (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Japanese Collateral Agreement" and together with the U.S. Collateral Agreement and the German Collateral Agreement, the "Collateral Agreements")

WHEREAS, under the terms of the Collateral Agreements the Grantors have granted security interests in certain property, including, without limitation, certain Intellectual Property of the Grantors, to the Administrative Agent for the ratable benefit of the Secured Parties, and the Grantors have agreed to execute this Agreement for recording with the United States Patent and Trademark Office (the "PTO") and other applicable Governmental Authorities;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors and the Secured Parties hereby agree as follows:

SECTION 1. DEFINED TERMS. Capitalized terms not otherwise defined herein have the meanings set forth in the U.S. Collateral Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of Grantor's right, title, and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (the "Trademark Collateral"):

(a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the PTO or any similar offices in any State of the United States or any other country or any political subdivision thereof (except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of Lanham Act has been filed, to extent, if any, that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act), including, but not limited to, the registrations and applications referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time);

(b) all renewals thereof,

(c) all goodwill associated therewith or symbolized thereby,

(d) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and

(e) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 3. Representations and Warranties. The Grantors jointly and severally represent and warrant to the Administrative Agent and the Secured Parties that:

(a) This Agreement is sufficient to establish a legal and valid security interest in favor of the Administrative Agent, for the ratable benefit of the Secured Parties, in respect of all Trademark Collateral.

(b) Upon the receipt and recording of this Agreement and the schedules hereto with the PTO, the security interest in favor of the Administrative Agent, for the ratable benefit of the Secured Parties, shall be perfected in all Trademark Collateral in which a security interest may be perfected by recording with the PTO, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration with the PTO is necessary (other than such actions as are necessary to perfect the Security Interest with respect to the Trademark Collateral (or registration or application for registration thereof) acquired or developed after the date hereof), except as provided under applicable law with respect to the filing of continuation statements.

SECTION 4. PRECEDENCE. The security interest granted hereby is granted in conjunction with the security interest granted to the Secured Parties under the Collateral Agreements. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Collateral Agreements. In the event of any conflict between the terms of this Agreement and the terms of the respective Collateral Agreements, the terms of the respective Collateral Agreements shall control.

SECTION 5. RECORDATION. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 6. MODIFICATION OF AGREEMENT. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions

of the Collateral Agreements pursuant to which the Administrative Agent may modify this Agreement, after obtaining the applicable Grantor's approval of or signature to such modification, by amending Schedule I to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by the applicable Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which the applicable Grantor no longer has or claims any right, title or interest.

SECTION 7. GENERAL.

(a) Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

(b) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Secured Parties and Grantors and their respective successors and assigns. No Grantor shall, without the prior written consent of the Secured Parties given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

(c) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.



IN WITNESS WHEREOF, the Grantors and the Secured Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

[Signature Pages Follow]

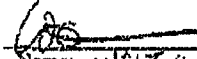
MOMENTIVE PERFORMANCE MATERIALS  
HOLDINGS INC.

By: Wayne M. Shultz  
Name:  
Title:

*[Signature Page to Trademark Security Agreement]*

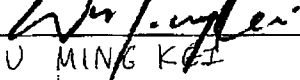
[[2661471]]

MOMENTIVE PERFORMANCE MATERIALS  
GMBH & CO KG

By:   
Name: WOLFRAM GEHRMANN  
Title: CEO, R.D.

*[Signature Page to Trademark Security Agreement]*

MOMENTIVE PERFORMANCE MATERIALS  
JAPAN HOLDINGS GK

By:   
Name: WU MING KEI  
Title: Director

*[Signature Page to Trademark Security Agreement]*

JPMORGAN CHASE BANK, N.A.  
as Administrative Agent

By: 

Name: **PETER A. DEDOUSIS**  
Title: **MANAGING DIRECTOR**

*[Signature Page to Trademark Security Agreement]*

[[2661471]]

TRADEMARK  
REEL: 003572 FRAME: 0702

# Schedule I

Momentive Performance Materials Holdings Inc.

## *U.S. Trademark Registrations*

Trademark	Reg. Date	Reg. No.	Status
ADVANCED CERAMICS DESIGN	15 Oct 2002	2634688	Registered
AESTHETI-COAT	14 Oct 1986	1412849	Registered
A-LINK	17 Sep 2002	2620433	Registered
ANCHORSIL 2000	27 Jun 2006	3110096	Registered
BORALECTRIC	28 Jul 1992	1703088	Registered
BORALLOY	28 Jan 1964	763741	Registered
CAULK-IT	15 Mar 2005	2934012	Registered
COATOSIL	30 Jul 1996	1990403	Registered
CONSTRUCTION 1200	8 Aug 1989	1550982	Registered
FLASKMAN	1 Jun 2004	2848470	Registered
FLASKMAN DESIGN	1 Jun 2004	2848469	Registered
FLEXFINISH	27 Feb 2001	2430869	Registered
FLEXIBLE SOLUTIONS TO CONCRETE PROBLEMS	19 Mar 1985	1325293	Registered
FOAM GUARD	30 Jun 1981	1158689	Registered
FOAM HOME	5 Aug 2003	2748732	Registered
GEOLITE	18 Aug 1992	1709051	Registered
HOME SOLUTIONS	5 Aug 2003	2748686	Registered
LAST-O-COAT	19 Feb 1985	1320264	Registered
LIGHTHOUSE LOGO	17 Dec 1996	2023532	Registered
LIGHTHOUSE PRODUCTS	17 Dec 1996	2023572	Registered
LIM	7 Sep 1982	1206856	Registered
MAGNASOFT	29 Apr 1986	1391240	Registered
MAGNASOFT DERMA	27 Jun 2006	3110210	Registered
MAGNASOFT PRIME	10 May 2005	2948811	Registered
MARINE AND DESIGN	17 Aug 2004	2874335	Registered
MAX 3500	27 Oct 1998	2200557	Registered
MAX 5000	27 Oct 1998	2200558	Registered
MD AND HOUSE DESIGN	17 Feb 1998	2136538	Registered
M-D AND HOUSE DESIGN	1 Feb 2000	2312957	Registered
METALLIST	1 Jun 2004	2849321	Registered
MR. MAC'S	2 Aug 1988	1498661	Registered
NAIL NO MORE	12 Jan 1993	1745397	Registered

Trademark	Reg. Date	Reg. No.	Status
NIAX	23 Nov 1965	798993	Registered
NUDRY	28 Oct 1997	2109037	Registered
NUWET	5 Mar 1996	1960872	Registered
NXT	10 Jun 2003	2725572	Registered
OMBRELLA	3 Feb 1998	2134455	Registered
ONE TOUCH	16 Dec 1986	1420714	Registered
PENSIL	5 Feb 1985	1317483	Registered
POLARTHERM	6 Jan 1998	2126905	Registered
POLYMER ACT-91	11 Oct 1988	1507643	Registered
Q COAT	2 Jan 2001	2417864	Registered
SAG	25 Aug 1959	683846	Registered
SAGTEX	13 Oct 1998	2195739	Registered
SEALDRI	30 Jan 2001	2424510	Registered
SF1154	27 Aug 1985	1356085	Registered
SF-96	23 May 1972	934317	Registered
SILBREAK	14 Mar 2006	3068526	Registered
SILCAT	14 May 1985	1334957	Registered
SILCOOL	20 Jun 2006	3107678	Registered
SILGRIP	9 Sep 1975	1019759	Registered
SILICONE II	12 Jul 2005	2966422	Registered
SILMATE	27 Dec 1983	1262096	Registered
SILPLUS	1 Jun 1993	1773956	Registered
SILPRUF	9 Mar 1976	1035342	Registered
SILQUEST	26 Apr 1994	1833053	Registered
SILQUEST	12 Mar 1996	1961675	Registered
SILQUEST A-1100	22 Apr 1997	2055403	Registered
SILQUEST A-171	22 Apr 1997	2055404	Registered
SILQUEST A-174	22 Apr 1997	2055440	Registered
SILQUEST A-187	22 Apr 1997	2055405	Registered
SILSHINE	9 Aug 2005	2983914	Registered
SILSOFT	2 Dec 1986	1418833	Registered
SILWET	5 Jul 1983	1244021	Registered
SILWET L-77	29 Sep 1992	1719724	Registered
SOFTOUCH	31 Oct 2000	2400687	Registered
SPUR	6 Apr 2004	2829007	Registered
TC1050	7 Mar 2000	2326014	Registered
TPG	5 Aug 2003	2747472	Registered
TRIPLUS	25 Oct 1988	1509724	Registered
TUFEL	12 Jul 1983	1244903	Registered

Trademark	Reg. Date	Reg. No.	Status
ULTRAGLAZE	7 Jul 1987	1445813	Registered
VELVESIL	15 Jul 2003	2738193	Registered
VIP	3 Jun 1969	0870340	Registered
VISCASIL	17 Jan 1956	619252	Registered
WeatherMate	14 Nov 2000	2403884	Registered
WELD-R-WHITE	12 Jul 1994	1844968	Registered
WETLINK	24 Sep 2002	2623972	Registered
XL-PEARL	19 Sep 2000	2388336	Registered
XST	25 Dec 2001	2522838	Registered
XST (STYLIZED)	22 Mar 2005	2934908	Registered

*U.S. Trademark Applications*

Trademark	Application Date	Application Number	Status
ANCHORSIL	23 Apr 2004	78407207	Pending
BIOSEAL	10 Jan 2005	78544679	Pending
CAULK-IT	6 Oct 2005	78727681	Pending
CLIMACLEAR	9 Nov 2005	78750406	Pending
FORMASIL	11 Jun 2004	78434039	Pending
HYDROSTABLE	2 Feb 2006	78805741	Pending
INVISISIL	26 Feb 2004	78374415	Pending
MOTIONITE	12 May 2006	78882439	Pending
NXT LOWV	3 Oct 2005	78725189	Pending
NXT ULTRA-LOWV	3 Oct 2005	78725199	Pending
NXT Z	11 Apr 2006	78858572	Pending
PEARLENE	16 Oct 2001	76326544	Pending
POLYCEL ONE	26 May 2004	78425197	Pending
RAPIDSTRENGTH	18 Feb 2004	78369646	Pending
RAPIDSTRENGTH SILGLAZE	18 Feb 2004	78369665	Pending
SIDEGUARD	6 Dec 2005	78767622	Pending
SILBLOCK	20 May 2005	78633838	Pending
SILCAST	6 Dec 2005	78767669	Pending
SILCOOL	8 Oct 2004	78496868	Pending
SILCROSS	2 Jul 2003	78269964	Pending
SILFAS	29 Sep 2004	78491230	Pending
SILFORM	28 Oct 2005	78742300	Pending



Trademark	Application Date	Application Number	Status
SILICONE 1	30 Jun 2005	78661419	Pending
SILICONE III	12 Jul 2005	78668549	Pending
SILPURE	29 Dec 2005	78782345	Pending
SLAM	2 Mar 2004	78377214	Pending
SNAPSIL	29 Sep 2004	78491226	Pending
VAPORSTAR	12 Jul 2005	78719520	Pending
VIP	26 May 2006	78893675	Pending

Momentive Performance Materials GmbH & Co. KG

*U.S. Trademark Registrations*

Trademark	Registration Date	Registration Number	Status
ADDISIL	23 July 2003	2596803	Registered