

## 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 INC		06/24/2008	CORPORATION: DELAWARE
MOMENTIVE PERFORMANCE MATERIALS GMBH		06/24/2008	COMPANY:
MOMENTIVE PERFORMANCE MATERIALS JAPAN LLC		06/24/2008	LIMITED LIABILITY COMPANY:

## RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Association:

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	77364031	ACEBA
Serial Number:	77327688	AGROSPRED
Serial Number:	77346164	CAULK SINGLES
Serial Number:	77128626	COATOSIL
Serial Number:	77041801	MOMENTIVE
Serial Number:	77128964	SILFORCE
Registration Number:	1998214	TOSPEARL

## CORRESPONDENCE DATA

Fax Number: (866)826-5420

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

TRADEMARK

REEL: 003807 FRAME: 0541

900110346

OP \$190.00 77364031

Phone: 3016380511  
Email: ipresearchplus@comcast.net  
Correspondent Name: IP Research Plus, Inc.  
Address Line 1: 21 Tadcaster Circle  
Address Line 2: Attn: Penelope J.A. Agodoa  
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	33348
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NAME OF SUBMITTER:	Penelope J.A. Agodoa
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Signature:	/pja/
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Date:	07/01/2008
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Total Attachments: 10  
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RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

MOMENTIVE PERFORMANCE MATERIALS INC.

- ☐ Individual(s)      ☐ Association  
☐ General Partnership      ☐ Limited Partnership  
☒ Corporation-State [DE]  
☐ Other

Additional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

3. Nature of conveyance:

- ☐ Assignment      ☐ Merger  
☒ Security Agreement      ☐ Change of Name  
☐ Other

Execution Date: June 24, 2008.

2. Name and address of receiving party(ies)

Name: JPMorgan Chase Bank, N.A.

as Administrative agent

Street Address: P.O. Box 2558

City: Houston State: TX Zip: 77252

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☐ Corporation-State \_\_\_\_\_  
☒ Other National Association

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

PLEASE SEE ATTACHED

B. Trademark Registration No.(s)

PLEASE SEE ATTACHED

Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: \_\_\_\_\_

Internal Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 3.41).....\$ \_\_\_\_\_

- ☐ Enclosed  
☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Daleep J. Sawhney

Name of Person Signing

Daleep Sawhney

Signature

06/30/2008

Date

Total number of pages including cover sheet, attachments, and document:

10

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK SECURITY AGREEMENT dated as of ~~June 24~~, 2008 (this "*Agreement*"), between MOMENTIVE PERFORMANCE MATERIALS INC., a Delaware corporation ("*MPM*"), MOMENTIVE PERFORMANCE MATERIALS GMBH, a company organized under the laws of Germany ("*MPM GMBH*") and MOMENTIVE PERFORMANCE MATERIALS JAPAN LLC (together with MPM and MPM GMBH, each a "*Grantor*" and collectively, "*Grantors*") in favor of JPMORGAN CHASE BANK, N.A., as administrative agent ("*Administrative Agent*") for the Secured Parties.

Reference is made to (a) the Trademark Security Agreement dated as of February 28, 2007 (as amended, supplemented or otherwise modified from time to time, the "*Security Agreement*"), between the Grantors and the Administrative Agent and (b) the \$1,385,000,000 Credit Agreement (including its Schedules) dated as of December 4, 2006 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among Momentive Performance Materials Holdings Inc., 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. The Lenders have agreed to extend credit to the Grantors subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantors hereby assign and pledge to the Administrative Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Administrative Agent a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantors or in which the Grantors now have or at any time in the future may acquire any right, title or interest (collectively, 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 1 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.

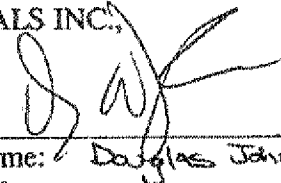
SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MOMENTIVE PERFORMANCE  
MATERIALS INC.,

by



Name: Douglas Johns

Title: General Counsel & Secretary


*[Signature Page to Trademark Security Agreement]*

[[NYCORP:3054720]]

TRADEMARK  
REEL: 003807 FRAME: 0546

MOMENTIVE PERFORMANCE  
MATERIALS GMBH,

by

  
Name: Dr. Ian R. Moore      Wolf Uwe Lehman  
Title: MANAGING DIRECTORS

*[Signature Page to Trademark Security Agreement]*

3  
MOMENTIVE PERFORMANCE  
MATERIALS JAPAN LLC,

by



Name: MAKOTO MATSUMOTO  
Title: VICE PRESIDENT

*[Signature Page to Trademark Security Agreement]*



JPMORGAN CHASE BANK, N.A., as  
Administrative Agent,

by



Name:

Title:

**PETER A. DEDOUSIS**  
**MANAGING DIRECTOR**

*[Signature Page to Trademark Security Agreement]*

[[NYCORP0054730]]

Schedule I

[ATTACHED]

[[NYCORP:3054720]]

**Momentive Performance Materials Inc.**  
**Patent Applications Filed between December 4, 2006 and February 29, 2008**

TRADEMARK	APPLICATION NO.	FILING DATE	REGISTRATION NO.	REGISTRATION DATE	STATUS
ACEBA	77/364,031	4-Jan-08			Pending
AGROSPRED	77/327,688	12-Nov-07			Pending
CAULK SINGLES	77/346,164	6-Dec-07			Pending
COATOSIL	77/128,626	12-Mar-07	3343368	27-Nov-07	Registered
MOMENTIVE	77/041,708	10-Nov-06			Pending
SILFORCE	77/128,964	12-Mar-07			Pending

Schedule I

Momentive Performance Materials Japan LLC  
U.S. Trademark Registrations

TRADEMARK	REGISTRATION DATE	REGISTRATION NO.	STATUS
TOSPEARL	3 Sept 1996	1998214	Registered