

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MOMENTIVE PERFORMANCE MATERIALS, INC.		06/15/2009	CORPORATION: DELAWARE
JUNIPER BOND HOLDINGS I LLC		06/15/2009	LIMITED LIABILITY COMPANY: DELAWARE
JUNIPER BOND HOLDINGS II LLC		06/15/2009	LIMITED LIABILITY COMPANY: DELAWARE
JUNIPER BOND HOLDINGS III LLC		06/15/2009	LIMITED LIABILITY COMPANY: DELAWARE
JUNIPER BOND HOLDINGS IV LLC		06/15/2009	LIMITED LIABILITY COMPANY: DELAWARE
MOMENTIVE PERFORMANCE MATERIALS CHINA SPV INC.		06/15/2009	CORPORATION: DELAWARE
MOMENTIVE PERFORMANCE MATERIALS QUARTZ, INC.		06/15/2009	CORPORATION: DELAWARE
MOMENTIVE PERFORMANCE MATERIALS SOUTH AMERICA INC.		06/15/2009	CORPORATION: DELAWARE
MOMENTIVE PERFORMANCE MATERIALS USA INC.		06/15/2009	CORPORATION: DELAWARE
MOMENTIVE PERFORMANCE MATERIALS WORLDWIDE INC.		06/15/2009	CORPORATION: DELAWARE
MPM SILICONES, LLC		06/15/2009	LIMITED LIABILITY COMPANY: NEW YORK

OP \$2815.00 0619252

**RECEIVING PARTY DATA**

<b>Name:</b>	Name: The Bank of New York Mellon Trust Company, N.A., as Collateral Trustee
<b>Street Address:</b>	222 Berkeley Street, 2nd Floor
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02116
<b>Entity Type:</b>	Association: UNITED STATES

PROPERTY NUMBERS Total: 112

**900137727**

**TRADEMARK  
 REEL: 004015 FRAME: 0081**

Property Type	Number	Word Mark
Registration Number:	0619252	VISCASIL
Registration Number:	0683846	SAG
Registration Number:	0763741	BORALLOY
Registration Number:	0798993	NIAX
Registration Number:	0870340	VIP
Registration Number:	0934317	SF-96
Registration Number:	1019759	SILGRIP
Registration Number:	1035342	SILPRUF
Registration Number:	1158689	FOAM GUARD
Registration Number:	1206856	LIM
Registration Number:	1244021	SILWET
Registration Number:	1244903	TUFEL
Registration Number:	1262096	SILMATE
Registration Number:	1317483	PENSIL
Registration Number:	1320264	LAST-O-COAT
Registration Number:	1325293	FLEXIBLE SOLUTIONS TO CONCRETE PROBLEMS
Registration Number:	1334957	SILCAT
Registration Number:	1356085	SF 1154
Registration Number:	1391240	MAGNASOFT
Registration Number:	1418833	SILSOFT
Registration Number:	1445813	ULTRAGLAZE
Registration Number:	1550982	CONSTRUCTION 1200
Registration Number:	1703088	BORALECTRIC
Registration Number:	1709051	GEOHITE
Registration Number:	1719724	SILWET L-77
Registration Number:	1745397	NAIL NO MORE
Registration Number:	1773956	SILPLUS
Registration Number:	1833053	SILQUEST
Registration Number:	1844968	WELD-R-WHITE
Registration Number:	1960872	NUWET
Registration Number:	1961675	SILQUEST
Registration Number:	2023532	
Registration Number:	2023572	LIGHTHOUSE PRODUCTS
Registration Number:	2055403	SILQUEST A-1100

Registration Number:	2055404	SILQUEST A-171
Registration Number:	2055405	SILQUEST A-187
Registration Number:	2055440	SILQUEST A-174
Registration Number:	2109037	NUDRY
Registration Number:	2126905	POLARTHERM
Registration Number:	2134455	OMBRELLA
Registration Number:	2136538	MD
Registration Number:	2195739	SAGTEX
Registration Number:	2200557	MAX 3500
Registration Number:	2200558	MAX 5000
Registration Number:	2312957	M-D
Registration Number:	2326014	TC1050
Registration Number:	2388336	XL-PEARL
Registration Number:	2400687	SOFTOUCH
Registration Number:	2417864	Q COAT
Registration Number:	2424510	SEALDRI
Registration Number:	2522838	XST
Registration Number:	2620433	A-LINK
Registration Number:	2623972	WETLINK
Registration Number:	2634688	
Registration Number:	2725572	NXT
Registration Number:	2738193	VELVESIL
Registration Number:	2747472	TPG
Registration Number:	2748686	HOME SOLUTIONS
Registration Number:	2748732	FOAM HOME
Registration Number:	2829007	SPUR
Registration Number:	2848469	
Registration Number:	2848470	FLASKMAN
Registration Number:	2849321	METALLIST
Registration Number:	2874335	MARINE
Registration Number:	2934908	XST
Registration Number:	2948811	MAGNASOFT PRIME
Registration Number:	2966422	SILICONE II
Registration Number:	2983914	SILSHINE
Registration Number:	3068526	SILBREAK

Registration Number:	3107678	SILCOOL
Registration Number:	3110096	ANCHORSIL 2000
Registration Number:	3110210	MAGNASOFT DERMA
Registration Number:	3124439	ANCHORSIL
Registration Number:	3136862	SILFAS
Registration Number:	3142254	CLIMACLEAR
Registration Number:	3146300	SLAM
Registration Number:	3162974	PEARLENE
Registration Number:	3172063	RAPIDSTRENGTH
Registration Number:	3184892	SILICONE 1
Registration Number:	3202594	INVISISIL
Registration Number:	3220772	VAPORSTAR
Registration Number:	3226622	I21
Registration Number:	3231138	SILBLOCK
Registration Number:	3265193	INFINITY
Registration Number:	3269196	SILCOOL
Registration Number:	3340996	BIOSEAL
Registration Number:	3343368	COATOSIL
Registration Number:	3401887	VIP
Registration Number:	3490108	SAGTEX PHD
Registration Number:	3518108	FORMASIL
Registration Number:	3518240	CAULK-IT
Registration Number:	3532491	NXT LOWV
Registration Number:	3536721	SNAPSIL
Registration Number:	3541907	SIDEGUARD
Registration Number:	3562573	HYDROSTABLE
Registration Number:	3598983	COOLFLOW
Registration Number:	3603828	ACEBA
Serial Number:	77041801	MOMENTIVE
Serial Number:	77048950	SILCOOL
Serial Number:	77128964	SILFORCE
Serial Number:	77327688	AGROSPRED
Serial Number:	77346164	CAULK SINGLES
Serial Number:	77490148	STATSIL
Serial Number:	77542261	ELEMENT14

Serial Number:	77721070	ELEMENT 14
Serial Number:	78269964	SILCROSS
Serial Number:	78668549	SILICONE III
Serial Number:	78725199	NXT ULTRA-LOWV
Serial Number:	78742300	SILFORM
Serial Number:	78782345	SILPURE
Serial Number:	78858572	NXT Z
Serial Number:	78882439	MOTIONITE

**CORRESPONDENCE DATA**

Fax Number: (866)826-5420  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 301-638-0511  
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:	712009B
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	06/30/2009

**Total Attachments: 14**  
source=crs1 063009 momentive trademarks#page1.tif  
source=crs1 063009 momentive trademarks#page2.tif  
source=crs1 063009 momentive trademarks#page3.tif  
source=crs1 063009 momentive trademarks#page4.tif  
source=crs1 063009 momentive trademarks#page5.tif  
source=crs1 063009 momentive trademarks#page6.tif  
source=crs1 063009 momentive trademarks#page7.tif  
source=crs1 063009 momentive trademarks#page8.tif  
source=crs1 063009 momentive trademarks#page9.tif  
source=crs1 063009 momentive trademarks#page10.tif  
source=crs1 063009 momentive trademarks#page11.tif  
source=crs1 063009 momentive trademarks#page12.tif  
source=crs1 063009 momentive trademarks#page13.tif  
source=crs1 063009 momentive trademarks#page14.tif

**ADDITIONAL CONVEYING PARTIES**

<b>NAME OF ENTITY</b>	<b>JURISDICTION</b>	<b>TYPE OF ENTITY</b>
Momentive Performance Materials Inc.	Delaware	Corporation
Juniper Bond Holdings I LLC	Delaware	LLC
Juniper Bond Holdings II LLC	Delaware	LLC
Juniper Bond Holdings III LLC	Delaware	LLC
Juniper Bond Holdings IV LLC	Delaware	LLC
Momentive Performance Materials China SPV Inc.	Delaware	Corporation
Momentive Performance Materials Quartz, Inc.	Delaware	Corporation
Momentive Performance Materials South America Inc.	Delaware	Corporation
Momentive Performance Materials USA Inc.	Delaware	Corporation
Momentive Performance Materials Worldwide Inc.	Delaware	Corporation
MPM Silicones, LLC	New York	LLC

**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 15, 2009 is entered into by MOMENTIVE PERFORMANCE MATERIALS INC., a Delaware corporation (the "Grantor") in favor of THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. ("BONY"), as collateral trustee (the "Collateral Trustee") for the Secured Parties.

**WHEREAS**, the Grantor, BONY, as trustee and Collateral Trustee and certain other parties as named therein have entered into an Indenture, dated as of June 15, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Indenture");

**WHEREAS**, pursuant to the Indenture, the Grantor has executed and delivered that certain Collateral Agreement, dated as of June 15, 2009, in favor of the Collateral Trustee (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"); and

**WHEREAS**, under the terms of the Collateral Agreement the Grantor has granted security interests in certain property, including, without limitation, certain Intellectual Property of the Grantor, to the Collateral Trustee for the ratable benefit of the Secured Parties, and the Grantor has 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, the parties hereto hereby agree as follows:

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

**SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** The Grantor hereby grants to the Collateral Trustee, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the 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 Grantor represents and warrants to the Collateral Trustee and the Secured Parties that:

(a) This Agreement is sufficient to establish a legal and valid security interest in favor of the Collateral Trustee, 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 Collateral Trustee, 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, refile, 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 Agreement. 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 Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Collateral Agreement, the terms of the Collateral Agreement shall control.

SECTION 5. RECORDATION. The 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 Indenture.

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 Collateral Trustee and the Grantor and their respective permitted successors and assigns.

(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.



SECTION 8. INTERCREDITOR AGREEMENT. The lien and security interest created by this Agreement on the property described herein is junior and subordinate, in accordance with the provisions of the Intercreditor Agreement dated as of June 15, 2009, among JPMorgan Chase Bank, N.A., as First Priority Representative, The Bank of New York Mellon Trust Company, N.A., as Second Priority Representative, Momentive Performance Materials Inc., Momentive Performance Materials USA Inc. and the other Loan Parties referred to therein, as amended from time to time, to the lien and security interest on such property created by any similar instrument now or hereafter granted to JPMorgan Chase Bank, N.A., as administrative agent, and its successors and assigns, in such property.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor and the Collateral Trustee have caused this Agreement to be duly executed and delivered as of the date first above written.

[Signature Pages Follow]

MOMENTIVE PERFORMANCE MATERIALS  
INC.,

by



Name: ANTHONY S CONATRELLA  
Title: CFO

*[Signature Page to Trademark Security Agreement]*

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A.  
as Collateral Trustee

by:   
Name: VANETA BERNARD  
Title: VICE PRESIDENT

*[Signature Page to Trademark Security Agreement]*

SCHEDULE I

**Momentive Performance Materials Inc. (U.S.)  
U.S. Trademark Registrations as of May 31, 2009**

<b>Trademark</b>	<b>Registration Date</b>	<b>Registration Number</b>	<b>Status</b>
ACEBA	4/7/2009	3603828	Registered
ADVANCED CERAMICS DESIGN	10/15/2002	2634688	Registered
A-LINK	9/17/2002	2620433	Registered
ANCHORSIL	8/1/2006	3124439	Registered
ANCHORSIL 2000	6/27/2006	3110096	Registered
BIOSEAL	11/20/2007	3340996	Registered
BORALECTRIC	7/28/1992	1703088	Registered
BORALLOY	1/28/1964	763741	Registered
CAULK-IT	10/14/2008	3518240	Registered
CLIMACLEAR	9/12/2006	3142254	Registered
COATOSIL	11/27/2007	3343368	Registered
CONSTRUCTION 1200	8/8/1989	1550982	Registered
COOLFLOW	3/31/2009	3598983	Registered
FLASKMAN	6/1/2004	2848470	Registered
FLASKMAN DESIGN	6/1/2004	2848469	Registered
FLEXIBLE SOLUTIONS TO CONCRETE PROBLEMS	3/19/1985	1325293	Registered
FOAM GUARD	6/30/1981	1158689	Registered
FOAM HOME	8/5/2003	2748732	Registered
FORMASIL	10/14/2008	3518108	Registered
GEOHITE	8/18/1992	1709051	Registered
HOME SOLUTIONS	8/5/2003	2748686	Registered
HYDROSTABLE	1/13/2009	3562573	Registered
I21	4/10/2007	3226622	Registered
INFINITY	7/17/2007	3265193	Registered
INVISIL	1/23/2007	3202594	Registered
LAST-O-COAT	2/19/1985	1320264	Registered
LIGHTHOUSE LOGO	12/17/1996	2023532	Registered
LIGHTHOUSE PRODUCTS	12/17/1996	2023572	Registered
LIM	9/7/1982	1206856	Registered
MAGNASOFT	4/29/1986	1391240	Registered

Trademark	Registration Date	Registration Number	Status
MAGNASOFT DERMA	6/27/2006	3110210	Registered
MAGNASOFT PRIME	5/10/2005	2948811	Registered
MARINE AND DESIGN	8/17/2004	2874335	Registered
MAX 3500	10/27/1998	2200557	Registered
MAX 5000	10/27/1998	2200558	Registered
MD AND HOUSE Design	2/17/1998	2136538	Registered
M-D AND HOUSE DESIGN	2/1/2000	2312957	Registered
METALLIST	6/1/2004	2849321	Registered
NAIL NO MORE	1/12/1993	1745397	Registered
NIAX	11/23/1965	798993	Registered
NUDRY	10/28/1997	2109037	Registered
NUWET	3/5/1996	1960872	Registered
NXT	6/10/2003	2725572	Registered
NXT LOWV	11/11/2008	3532491	Registered
OMBRELLA	2/3/1998	2134455	Registered
PEARLENE	10/24/2006	3162974	Registered
PENSIL	2/5/1985	1317483	Registered
POLARTHERM	1/6/1998	2126905	Registered
Q COAT	1/2/2001	2417864	Registered
RAPIDSTRENGTH	11/14/2006	3172063	Registered
SAG	8/25/1959	683846	Registered
SAGTEX	10/13/1998	2195739	Registered
SAGTEX PHD	8/19/2008	3490108	Registered
SEALDRI	1/30/2001	2424510	Registered
SF1154	8/27/1985	1356085	Registered
SF-96	5/23/1972	934317	Registered
SIDEGUARD	12/2/2008	3541907	Registered
SILBLOCK	4/17/2007	3231138	Registered
SILBREAK	3/14/2006	3068526	Registered
SILCAT	5/14/1985	1334957	Registered
SILCOOL	6/20/2006	3107678	Registered
SILCOOL	7/24/2007	3269196	Registered
SILFAS	8/29/2006	3136862	Registered

Trademark	Registration Date	Registration Number	Status
SILGRIP	9/9/1975	1019759	Registered
SILICONE 1	12/12/2006	3184892	Registered
SILICONE II	7/12/2005	2966422	Registered
SILMATE	12/27/1983	1262096	Registered
SILPLUS	6/1/1993	1773956	Registered
SILPRUF	3/9/1976	1035342	Registered
SILQUEST	4/26/1994	1833053	Registered
SILQUEST	3/12/1996	1961675	Registered
SILQUEST A-1100	4/22/1997	2055403	Registered
SILQUEST A-171	4/22/1997	2055404	Registered
SILQUEST A-174	4/22/1997	2055440	Registered
SILQUEST A-187	4/22/1997	2055405	Registered
SILSHINE	8/9/2005	2983914	Registered
SILSOFT	12/2/1986	1418833	Registered
SILWET	7/5/1983	1244021	Registered
SILWET L-77	9/29/1992	1719724	Registered
SLAM	9/19/2006	3146300	Registered
SNAPSIL	11/25/2008	3536721	Registered
SOFTOUCH	10/31/2000	2400687	Registered
SPUR	4/6/2004	2829007	Registered
TC1050	3/7/2000	2326014	Registered
TPG	8/5/2003	2747472	Registered
TUFEL	7/12/1983	1244903	Registered
ULTRAGLAZE	7/7/1987	1445813	Registered
VAPORSTAR	3/20/2007	3220772	Registered
VELVESIL	7/15/2003	2738193	Registered
VIP	6/3/1969	870340	Registered
VIP	3/25/2008	3401887	Registered
VISCASIL	1/17/1956	619252	Registered
WELD-R-WHITE	7/12/1994	1844968	Registered
WETLINK	9/24/2002	2623972	Registered
XL-PEARL	9/19/2000	2388336	Registered
XST	12/25/2001	2522838	Registered



Trademark	Registration Date	Registration Number	Status
XST (STYLIZED)	3/22/2005	2934908	Registered

**Momentive Performance Materials Inc. (U.S.)  
U.S. Trademark Applications as of May 31, 2009**

<b>Trademark</b>	<b>Application Date</b>	<b>Application Number</b>	<b>Status</b>
AGROSPRED	11/12/2007	77327688	Pending
CAULK SINGLES	12/6/2007	77346164	Pending
ELEMENT 14	8/8/2008	77542261	Pending
ELEMENT 14 & Design	4/23/2009	77721070	Pending
MOMENTIVE	11/10/2006	77041801	Pending
MOTIONITE	5/2/2006	78882439	Pending
NXT ULTRA-LOWV	10/3/2005	78725199	Pending
NXT Z	4/11/2006	78858572	Pending
SILCOOL	11/21/2006	77048950	Pending
SILCROSS	7/2/2003	78269964	Pending
SILFORCE	3/12/2007	77128964	Pending
SILFORM	10/28/2005	78742300	Pending
SILICONE III	7/12/2005	78668549	Pending
SILPURE	12/29/2005	78782345	Pending
STATSIL	6/3/2008	77490148	Pending