

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hexion Specialty Chemicals, Inc.		04/06/2010	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Applicable First Lien Representative		
Street Address:	P.O. Box 2558		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77252		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77919311	FILTREZ	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 455-7976		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Mindy M. Lok, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509265/1484		
NAME OF SUBMITTER:	Mindy M. Lok		
Signature:	/ml/		

OP \$40.00 77919311

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**TRADEMARK
 REEL: 004187 FRAME: 0621**

Date:

04/16/2010

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT, dated as of April 6, 2010, between HEXION SPECIALTY CHEMICALS, INC., a New Jersey corporation (the "Pledgor") and JPMORGAN CHASE BANK, N.A., as Applicable First Lien Representative (the "Applicable First Lien Representative").

Reference is made to the Third Amended and Restated Collateral Agreement dated as of January 29, 2010 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Holdings, the U.S. Borrower, each subsidiary of the U.S. Borrower therein and the Applicable First Lien Representative. The Lenders have agreed to extend credit to the U.S. Borrower subject to the terms and conditions set forth in the Third Amended and Restated Credit Agreement dated as of January 29, 2010 (as amended, supplemented or otherwise modified from time to time (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. Holdings and the Subsidiary Parties are affiliates of the U.S. Borrower, will derive substantial benefits from the extension of credit to the U.S. Borrower pursuant to the Credit Agreement and are 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 I. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable. 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 Pledgor, pursuant to the Security Agreement, did and hereby does grant to the Applicable First Lien Representative, its successors and assigns, for the benefit of the Secured Parties, 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 Pledgor or in which the Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, 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 and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "Trademarks"); and

(b) all goodwill associated with or symbolized by the Trademarks.

SECTION 3. Security Agreement. The security interests granted to the Applicable First Lien Representative herein are granted in furtherance, and not in limitation of, the security interests granted to the Applicable First Lien Representative pursuant to the Security Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Applicable First Lien Representative with respect to the Trademark 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.

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

HEXION SPECIALTY CHEMICALS, INC.,

By



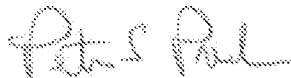
Name:

Title: **Ellen German Berndt**

**Vice President
Secretary**

JPMORGAN CHASE BANK, N.A., as
Applicable First Lien Representative,

By



Name: Peter S. Prodan
Title: Executive Director

Thursday, April 01, 2010

Trademark List (by Trademark)

Page: 1 of 1

Trademark	Case Number: Country	Sub Case	Case Type	Application No. Filing Date	Registration No. Registration Date	Status Next Renewal
FILTREZ	FILTREZ United States of America		ORD	77919311 25-Jan-2010		Pending

Class(es):Owner: Hexlon Specialty Chemicals, Inc.Division:Agent:Attorneys:Division Ref:Agent Reference: