

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HEXION SPECIALTY CHEMICALS, INC.		04/01/2010	CORPORATION: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WILMINGTON TRUST COMPANY, as Collateral Agent		
<b>Street Address:</b>	1100 North Market Street		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19890		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77919311	FILTREZ	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(213)430-6407		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(213) 430-8308		
<b>Email:</b>	sgordon@omm.com		
<b>Correspondent Name:</b>	Shari Gordon		
<b>Address Line 1:</b>	400 S. Hope Street		
<b>Address Line 2:</b>	18th Floor		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071-2899		
<b>ATTORNEY DOCKET NUMBER:</b>	379,615-41		
<b>NAME OF SUBMITTER:</b>	Shari L. Gordon		
<b>Signature:</b>	/Shari L. Gordon/		

CH \$40.00 77919311

**900172016**

**TRADEMARK  
 REEL: 004281 FRAME: 0199**

Date:

09/20/2010

**Total Attachments: 7**

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TRADEMARK SECURITY AGREEMENT, dated as of April 1, 2010, among HEXION SPECIALTY CHEMICALS, INC., a New Jersey corporation (the "Parent"), the subsidiaries of the Parent party hereto (each, including the Parent, a "Grantor" and collectively the "Grantors"), and WILMINGTON TRUST Company, as Collateral Agent (the "Collateral Agent").

Reference is made to the Collateral Agreement dated as of November 3, 2006 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Parent, each subsidiary of the Parent listed therein and the Collateral Agent. Each Grantor and Wilmington Trust Company has entered into the Indenture dated as of November 3, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Indenture"), among Hexion U.S. Finance Corp. and Hexion Nova Scotia Finance, ULC, as issuers, the Guarantors named therein, and Wilmington Trust Company, as trustee. Each Grantor is executing and delivering this Agreement pursuant to the terms of the Indenture to induce potential investors to purchase the securities.

The subsidiary parties are affiliates of the Parent, will derive substantial benefits from the sale of the securities and are willing to execute and deliver this Agreement in order to induce the potential investors to purchase the securities. 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, each Pledgor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, 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 such Pledgor or in which such 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 Collateral Agent herein are granted in furtherance and not in limitation of the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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 George F. Knight  
Name:  
Title:

BORDEN CHEMICAL FOUNDRY, LLC,

by Ellen German Berndt  
Name: **Ellen German Berndt**  
Title: **Vice President  
Secretary**

BORDEN CHEMICAL INVESTMENTS,  
INC.,

by Ellen German Berndt  
Name: **Ellen German Berndt**  
Title: **Vice President  
Secretary**

HEXION U.S. FINANCE CORP.,

by Ellen German Berndt  
Name: **Ellen German Berndt**  
Title: **Vice President  
Secretary**

HSC CAPITAL CORPORATION,

by



Name: **Ellen German Berndt**

Title: **Vice President  
Secretary**

LAWTER INTERNATIONAL INC.,

by



Name: **Ellen German Berndt**

Title: **Vice President  
Secretary**

BORDEN CHEMICAL  
INTERNATIONAL, INC.,

by



Name: **Ellen German Berndt**

Title: **Vice President  
Secretary**

OILFIELD TECHNOLOGY GROUP, INC.,

by



Name: **Ellen German Berndt**

Title: **Vice President  
Secretary**

HEXION CI HOLDING COMPANY  
(CHINA) LLC

by



Name: **Ellen German Berndt**

Title: **Vice President**

**Secretary**

WILMINGTON TRUST COMPANY, as  
Collateral Agent,

By *Lori L. Donahue*

Name:

Title:

**Lori L. Donahue**  
**Assistant Vice President**

**Schedule I**

See Attachment.



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
	<u>Class(es):</u>				<u>Attorneys:</u>	
	<u>Owner:</u> Hexion Specialty Chemicals, Inc.				<u>Division Ref:</u>	
	<u>Division:</u>				<u>Agent Reference:</u>	
	<u>Agent:</u>					

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