

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HEXION SPECIALTY CHEMICALS, INC.		06/30/2010	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST COMPANY, as Collateral Agent		
Street Address:	1100 North Market Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19890		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85058436	AQUABOND	
Serial Number:	85025987	ROBUST	
CORRESPONDENCE DATA			
Fax Number:	(213)430-6407		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(213) 430-8308		
Email:	sgordon@omm.com		
Correspondent Name:	Shari L. Gordon		
Address Line 1:	400 S. Hope Street		
Address Line 2:	18th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071-2899		
ATTORNEY DOCKET NUMBER:	379,615-41		
NAME OF SUBMITTER:	Shari L. Gordon		
Signature:	/Shari L. Gordon/		

CH \$65.00 85058436

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TRADEMARK
REEL: 004289 FRAME: 0041

Date:

10/01/2010

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT, dated as of June 30, 2010, 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 

Name: Ellen. G. Berndt
Title: Vice President and Secretary

BORDEN CHEMICAL FOUNDRY, LLC,

By 

Name: Ellen. G. Berndt
Title: Vice President and Secretary

BORDEN CHEMICAL INVESTMENTS,
INC.,

By 

Name: Ellen. G. Berndt
Title: Vice President and Secretary

HEXION U.S. FINANCE CORP.,

By 


Name: Ellen. G. Berndt
Title: Vice President and Secretary

HSC CAPITAL CORPORATION,

By 

Name: Ellen. G. Berndt
Title: Vice President and Secretary

LAWTER INTERNATIONAL INC.,

By 

Name: Ellen. G. Berndt
Title: Vice President and Secretary

BORDEN CHEMICAL
INTERNATIONAL, INC.,

By 

Name: Ellen. G. Berndt
Title: Vice President and Secretary

OILFIELD TECHNOLOGY GROUP, INC.,

by 

Name: Ellen. G. Berndt
Title: Vice President and Secretary

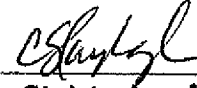
HEXION CI HOLDING COMPANY
(CHINA) LLC

by 

Name: Ellen. G. Berndt
Title: Vice President and Secretary

WILMINGTON TRUST COMPANY, as
Collateral Agent,

By



Name:

Christopher J. Slaybaugh

Title:

Vice President

Schedule I

See Attachment.

Thursday, July 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
AQUABOND	AQUABOND United States of America		ORD	85058436 09-Jun-2010		Pending
	<u>Class(es):</u>				<u>Attorneys:</u>	
	<u>Owner:</u> Hexion Specialty Chemicals, Inc.				<u>Division Ref:</u>	
	<u>Division:</u> Performance Products - Oil Technologies				<u>Agent Reference:</u>	
	<u>Agent:</u>					
ROBUST	ROBUST United States of America		ORD	85025987 29-Apr-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>					