

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
Momentive Performance Materials Inc.		02/10/2011	CORPORATION: DELAWARE
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 Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77940498	MOTIONITE	
Serial Number:	77953405	GET YOUR GROOV ON	
Serial Number:	85098511	M-D	
Serial Number:	85101216	MD	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 455-2222		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Marcela Robledo, 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:	509265/1551		

OP \$1115.00 77940498

900190636

**TRADEMARK
 REEL: 004531 FRAME: 0520**

NAME OF SUBMITTER:	Marcela Robledo
Signature:	/mr/
Date:	04/29/2011
Total Attachments: 6 source=MomPMTSI#page1.tif source=MomPMTSI#page2.tif source=MomPMTSI#page3.tif source=MomPMTSI#page4.tif source=MomPMTSI#page5.tif source=MomPMTSI#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented, waived or otherwise modified from time to time) (this "Agreement"), dated as February 10, 2011 is entered into by MOMENTIVE PERFORMANCE MATERIALS INC., a Delaware corporation ("Intermediate Holdings" or Grantor"), in favor of JPMORGAN CHASE BANK, N.A., a national banking association with an address at P.O. Box 2558, Houston, TX 77252, as administrative agent (the "Administrative Agent").

WHEREAS, the Grantor and certain other parties as named therein have entered into an Amended and Restated Credit Agreement, dated as of February 10, 2011 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrowers (as defined in the Credit Agreement) under the Credit Agreement that Intermediate Holdings shall have executed and delivered that certain U.S. Collateral Agreement, dated as of December 4, 2006, in favor of the Administrative Agent (as amended, restated, supplemented, waived or otherwise modified from time to time, (the "Collateral Agreement");

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 Administrative Agent 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, Grantor and the Secured Parties 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 Administrative Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of 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 represent and warrant to the Administrative Agent and the Secured Parties that:

(a) This Agreement is sufficient to establish a legal and valid security interest in favor of the Administrative Agent, 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 Administrative Agent, 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 in connection with the Collateral Agreement and is expressly subject to the terms and conditions thereof. The Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. 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 Credit Agreement and 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 Credit Agreement and the Collateral Agreement pursuant to which the Administrative Agent may modify this Agreement, after obtaining the applicable Grantor's approval of or signature to such modification, by amending Schedule I to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest.

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.**

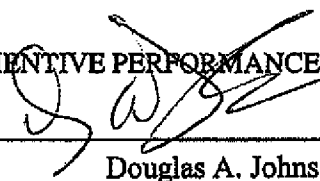
(b) **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Secured Parties and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of the Secured Parties given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

(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.

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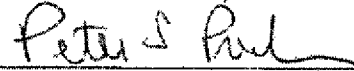
IN WITNESS WHEREOF, the Grantor and the Secured Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

MOMENTIVE PERFORMANCE MATERIALS INC.



By: Douglas A. Johns
Title: EVP, General Counsel and Secretary

JPMORGAN CHASE BANK, N.A.

A handwritten signature in black ink, appearing to read "Peter S. Predun", written over a horizontal line.

By: **Peter S. Predun**
Title: **Executive Director**

Schedule I

TRADEMARK	APPLICATION NUMBER	APPLICATION DATE	STATUS
MOTIONITE	77940498	19-Feb-2010	Pending
GET YOUR GROOV ON	77953405	8-Mar-2010	Pending
M-D AND HOUSE DESIGN	85098511	2-Aug-2010	Pending
MD & House Design (New Form)	85101216	5-Aug-2010	Pending