

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Momentive Specialty Chemicals Inc. (formerly known as Hexion Specialty Chemicals, Inc.)		07/01/2011	CORPORATION: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Applicable First Lien Representative		
<b>Street Address:</b>	1111 Fannin Street, Floor 10		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77002-6925		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85354010	PRIMAX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)455-2502		
<b>Phone:</b>	(212) 455-2222		
<b>Email:</b>	ksolomon@stblaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Marcela Robledo, Esq.		
<b>Address Line 1:</b>	Simpson Thacher & Bartlett LLP		
<b>Address Line 2:</b>	425 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	509265/1484		
<b>NAME OF SUBMITTER:</b>	Marcela Robledo		

**CH \$40.00 85354010**

**900207538**

**TRADEMARK  
 REEL: 004663 FRAME: 0149**

Signature:	/mr/
Date:	11/18/2011
Total Attachments: 6 source=MomentiveTMQ2.pdf#page1.tif source=MomentiveTMQ2.pdf#page2.tif source=MomentiveTMQ2.pdf#page3.tif source=MomentiveTMQ2.pdf#page4.tif source=MomentiveTMQ2.pdf#page5.tif source=MomentiveTMQ2.pdf#page6.tif	

TRADEMARK SECURITY AGREEMENT, dated as of July 1, 2011, between MOMENTIVE SPECIALTY CHEMICALS INC. (formerly known as 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.

[remainder of page intentionally blank]

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

MOMENTIVE SPECIALTY CHEMICALS INC.,

By

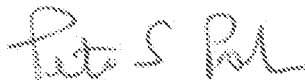


Name: Ellen. G. Berndt

Title: Vice President & Corporate Secretary

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

By



\_\_\_\_\_  
Name:

Title: Peter S. Predun  
Executive Director

Schedule I  
Trademark Applications

See Attachment.

Friday, July 01, 2011

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
PRIMAX	PRIMAX United States of America		ORD	85354010 23-Jun-2011		Pending

Class(es):

Owner: Momentive Specialty Chemicals Inc.

Division: Formaldehyde and Forest Products - Panel Resins

Agent:

Attorneys:

Division Ref:

Agent Reference: