

04/08/2013



103657134

TRADEMARKS ONE

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

Form PTO-1594 (Rev. 01-09)
Collection 0651-0027 (exp. 02/28/2008)

RE

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

4-3-13

1. Name of conveying party(ies):

Momentive Performance Materials Inc.
22 Corporate Woods Blvd.,
Albany, New York 12211

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) NOVEMBER 16, 2012

- Assignment
- Security Agreement
- Other Trademark Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: The Bank of New York Mellon Trust Company, N.A.

Internal

Address: 38th Floor

Street Address: 525 William Penn Place

City: Pittsburgh

State: PA

Country: USA Zip: 15259

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See attached schedule "Momentive Performance Materials Inc. (U.S.) U.S. Trademark Applications as of September 30, 2012"

B. Trademark Registration No.(s)

See attached schedule "Momentive Performance Materials Inc. (U.S.) U.S. Trademark Registrations"

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Thomas Fahey

Internal Address: Team Leader, DC IP & Embassy

Street Address: 1100 G Street, N.W.

City: Washington

State: DC Zip: 20005

Phone Number: (202) 370-4761

Fax Number: (800) 494-7512

Email Address: tfahey@nationaldrp.com

6. Total number of applications and registrations involved:

108

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 2,715.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

04/09/2013 KNGUYEN1 00000026 3603828

Deposit Account Number _____ 48.00 DP

Authorized User Name _____ 2675.00 DP

9. Signature:

Katherine Stewart
Signature

November 16, 2012

Date

Katherine Stewart

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

17

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 005000 FRAME: 0157

**Momentive Performance Materials Inc. (U.S.)
U.S. Trademark Registrations as of September 30, 2012**

Trademark	Registration Date	Registration Number	Status
ACEBA	7-Apr-2009	3603828	Registered
ADDISIL	23-Jul-2002	2596803	Registered
AGROSPRED	22-Jul-2010	3807521	Registered
A-LINK	17-Sep-2002	2620433	Registered
ANCHORSIL	1-Aug-2006	3124439	Registered
ANCHORSIL 2000	27-Jun-2006	3110096	Registered
BIOSEAL	20-Nov-2007	3340996	Registered
BORALECTRIC	28-Jul-1992	1703088	Registered
BORALLOY	28-Jan-1964	763741	Registered
CAULK SINGLES	11-Aug-2009	3665551	Registered
CAULK-IT	15-Mar-2005	2934012	Registered
CAULK-IT	14-Oct-2008	3518240	Registered
COATOSIL	27-Nov-2007	3343368	Registered
COOLFLOW	31-Mar-2009	3598983	Registered
ELEMENT 14	2-Nov-2010	3871578	Registered
FLEXIBLE SOLUTIONS TO CONCRETE PROBLEMS	19-Mar-1985	1325293	Registered
FORMASIL	14-Oct-2008	3518108	Registered
GEOHITE	18-Aug-1992	1709051	Registered
GET YOUR GROOV ON	17-Jan-2012	4088474	Registered
GROOV	15-Mar-2011	3932240	Registered
HYDROSTABLE	13-Jan-2009	3562573	Registered
I21	10-Apr-2007	3226622	Registered
INVISISIL	23-Jan-2007	3202594	Registered
LAST-O-COAT	19-Feb-1985	1320264	Registered
LIGHTHOUSE LOGO	17-Dec-1996	2023532	Registered
LIGHTHOUSE PRODUCTS	17-Dec-1996	2023572	Registered

Trademark	Registration Date	Registration Number	Status
LIM	7-Sep-1982	1206856	Registered
MAGNASOFT	29-Apr-1986	1391240	Registered
MAGNASOFT DERMA	27-Jun-2006	3110210	Registered
MAGNASOFT PRIME	10-May-2005	2948811	Registered
MAGNASOFT SILQ	9-Aug-2011	4009908	Registered
MAX 3500	27-Oct-1998	2200557	Registered
MAX 5000	27-Oct-1998	2200558	Registered
MD & House Design (New Form)	9-Aug-2011	4008557	Registered
M-D AND HOUSE Design	17-Feb-1998	2136538	Registered
M-D AND HOUSE DESIGN	1-Feb-2000	2312957	Registered
MOMENTIVE	1-Feb-2011	3915197	Registered
NAIL NO MORE	12-Jan-1993	1745397	Registered
NIAX	23-Nov-1965	798993	Registered
NUDRY	28-Oct-1997	2109037	Registered
NUWET	5-Mar-1996	1960872	Registered
NXT	10-Jun-2003	2725572	Registered
NXT LOWV	11-Nov-2008	3532491	Registered
NXT Z	25-May-2010	3795080	Registered
OMBRELLA	3-Feb-1998	2134455	Registered
PEARLENE	24-Oct-2006	3162974	Registered
PENSIL	5-Feb-1985	1317483	Registered
POLARTHERM	6-Jan-1998	2126905	Registered
Q COAT	2-Jan-2001	2417864	Registered
RAPIDSTRENGTH	14-Nov-2006	3172063	Registered
SAG	25-Aug-1959	683846	Registered
SAGTEX	13-Oct-1998	2195739	Registered
SAGTEX PHD	19-Aug-2008	3490108	Registered
SCS1200	1-Nov-2011	4049927	Registered
SEALDRI	30-Jan-2001	2424510	Registered
SF1154	27-Aug-1985	1356085	Registered

Trademark	Registration Date	Registration Number	Status
SIDEGUARD	2-Dec-2008	3541907	Registered
SILBLOCK	17-Apr-2007	3231138	Registered
SILBREAK	14-Mar-2006	3068526	Registered
SILCAT	14-May-1985	1334957	Registered
SILCOOL	20-Jun-2006	3107678	Registered
SILCOOL	24-Jul-2007	3269196	Registered
SILFORCE	16-Nov-2010	3877220	Registered
SILFORM	15-Jun-2010	3804892	Registered
SILGRIP	9-Sep-1975	1019759	Registered
SILICONE 1	12-Dec-2006	3184892	Registered
SILICONE II	12-Jun-2005	2966422	Registered
SILMATE	27-Dec-1983	1262096	Registered
SILPLUS	1-Jun-1993	1773956	Registered
SILPRUF	9-Mar-1976	1035342	Registered
SILQUEST	12-Mar-1996	1961675	Registered
SILQUEST	26-Apr-1994	1833053	Registered
SILQUEST A-1100	22-Apr-1997	2055403	Registered
SILQUEST A-171	22-Apr-1997	2055404	Registered
SILQUEST A-174	22-Apr-1997	2055440	Registered
SILQUEST A-187	22-Apr-1997	2055405	Registered
SILSHINE	9-Aug-2005	2983914	Registered
SILSOFT	2-Dec-1986	1418833	Registered
SILWET	5-Jul-1983	1244021	Registered
SILWET L-77	29-Sep-1992	1719724	Registered
SLAM	19-Sep-2006	3146300	Registered
SNAPSIL	25-Nov-2008	3536721	Registered
SOFTOUCH	31-Oct-2000	2400687	Registered
SPUR+	8-Nov-2011	4053153	Registered
STATSIL	15-May-2012	4142900	Registered
TC1050	7-Mar-2000	2326014	Registered

Trademark	Registration Date	Registration Number	Status
THE SCIENCE BEHIND THE SOLUTIONS	20-Jul-2010	3820497	Registered
TOUGH ON THE JOB. EASY ON YOU.	1-Nov-2011	4049899	Registered
TPG	5-Aug-2003	2747472	Registered
TUFEL	12-Jul-1983	1244903	Registered
ULTRAGLAZE	7-Jul-1987	1445813	Registered
UNIVERSEAL	27-Sep-2011	4032170	Registered
VELVESIL	15-Jul-2003	2738193	Registered
VIP	25-Mar-2008	3401887	Registered
VISCASIL	17-Jan-1956	619252	Registered
WELD-R-WHITE	12-Jul-1994	1844968	Registered
WETLINK	24-Sep-2002	2623972	Registered
XL-PEARL	19-Sep-2000	2388336	Registered
XST (STYLIZED)	22-Mar-2005	2934908	Registered

**Momentive Performance Materials Inc. (U.S.)
U.S. Trademark Applications as of September 30, 2012**

Trademark	Application Date	Application Number	Status
MAGNASOFT SCITEX	8-Jul-2009	77776666	Pending
MAX	9-Apr-2012	85592536	Pending
M-D AND HOUSE DESIGN	2-Aug-2010	85098511	Pending
MOMENTIVE SOFTOUCH	15-Mar-2011	85267600	Pending
SILFORT	7-Sep-2011	85416438	Pending
SILICONE III	11-Dec-2009	77891421	Pending
SILSOFT SILK	25-Sep-2012	85738067	Pending
SILTRUST	25-Apr-2012	85607772	Pending
STEP	19-Apr-2012	85602429	Pending

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of November 14, 2012 is entered into by MOMENTIVE PERFORMANCE MATERIALS INC., a Delaware corporation (the “**Grantor**”) in favor of THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. (“**BONY**”), as collateral agent (the “**Collateral Agent**”) for the Secured Parties.

WHEREAS, the Grantor, BONY, as trustee and Collateral Agent and certain other parties as named therein entered into a Springing Lien Indenture, dated as of November 5, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the “**Indenture**”);

WHEREAS, pursuant to the Indenture, the Grantor has executed and delivered that certain Collateral Agreement, dated as of November 8, 2012, in favor of the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”); and

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 Collateral 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, the parties hereto 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 Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the 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 represents and warrants to the Collateral Agent and the Secured Parties that:

(a) This Agreement is sufficient to establish a legal and valid security interest in favor of the Collateral 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 Collateral 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 under the Collateral Agreement. 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 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 Indenture.

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 Collateral Agent and the Grantor and their respective permitted successors and assigns.

(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.

Section 8. *Intercreditor Agreement.* Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted to (a) JPMorgan Chase Bank, N.A., as applicable first lien representative (and its permitted successors) pursuant to the Amended and Restated Collateral Agreement dated as of November 8, 2012 (as amended, restated, supplemented or otherwise modified from time to time), by and among Momentive Performance Materials Inc., Momentive Performance Materials USA, Inc., JPMorgan Chase Bank, N.A., as applicable first lien representative and the other parties party thereto, or (b) any agent or trustee for any other Senior Lenders (as defined in the Intercreditor Agreement referred to below) and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of, the Intercreditor Agreement dated as of November 8, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "**Intercreditor Agreement**"), by and among JPMorgan Chase Bank, N.A., as Intercreditor Agent, The Bank of New York Mellon Trust Company, N.A., as Trustee and Collateral Agent, Momentive Performance Materials Inc., Momentive Performance Materials USA, Inc., and the other parties party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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


[Signature Pages Follow]

MOMENTIVE PERFORMANCE
MATERIALS INC.

By: W.H.C.
Name: William H. Carter
Title: Executive Vice President and
Chief Financial Officer

[Signature Page to Trademark Security Agreement]

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A. AS
COLLATERAL AGENT

By: 
Name: R. Tamas
Title: Vice President

**Momentive Performance Materials Inc. (U.S.)
U.S. Trademark Registrations as of September 30, 2012**

Trademark	Registration Date	Registration Number	Status
ACEBA	7-Apr-2009	3603828	Registered
ADDISIL	23-Jul-2002	2596803	Registered
AGROSPRED	22-Jul-2010	3807521	Registered
A-LINK	17-Sep-2002	2620433	Registered
ANCHORSIL	1-Aug-2006	3124439	Registered
ANCHORSIL 2000	27-Jun-2006	3110096	Registered
BIOSEAL	20-Nov-2007	3340996	Registered
BORALELECTRIC	28-Jul-1992	1703088	Registered
BORALLOY	28-Jan-1964	763741	Registered
CAULK SINGLES	11-Aug-2009	3665551	Registered
CAULK-IT	15-Mar-2005	2934012	Registered
CAULK-IT	14-Oct-2008	3518240	Registered
COATOSIL	27-Nov-2007	3343368	Registered
COOLFLOW	31-Mar-2009	3598983	Registered
ELEMENT 14	2-Nov-2010	3871578	Registered
FLEXIBLE SOLUTIONS TO CONCRETE PROBLEMS	19-Mar-1985	1325293	Registered
FORMASIL	14-Oct-2008	3518108	Registered
GEOHITE	18-Aug-1992	1709051	Registered
GET YOUR GROOV ON	17-Jan-2012	4088474	Registered
GROOV	15-Mar-2011	3932240	Registered
HYDROSTABLE	13-Jan-2009	3562573	Registered
I21	10-Apr-2007	3226622	Registered
INVISISIL	23-Jan-2007	3202594	Registered
LAST-O-COAT	19-Feb-1985	1320264	Registered
LIGHTHOUSE LOGO	17-Dec-1996	2023532	Registered
LIGHTHOUSE PRODUCTS	17-Dec-1996	2023572	Registered

Trademark	Registration Date	Registration Number	Status
LIM	7-Sep-1982	1206856	Registered
MAGNASOFT	29-Apr-1986	1391240	Registered
MAGNASOFT DERMA	27-Jun-2006	3110210	Registered
MAGNASOFT PRIME	10-May-2005	2948811	Registered
MAGNASOFT SILQ	9-Aug-2011	4009908	Registered
MAX 3500	27-Oct-1998	2200557	Registered
MAX 5000	27-Oct-1998	2200558	Registered
MD & House Design (New Form)	9-Aug-2011	4008557	Registered
M-D AND HOUSE DESIGN	17-Feb-1998	2136538	Registered
M-D AND HOUSE DESIGN	1-Feb-2000	2312957	Registered
MOMENTIVE	1-Feb-2011	3915197	Registered
NAIL NO MORE	12-Jan-1993	1745397	Registered
NIAX	23-Nov-1965	798993	Registered
NUDRY	28-Oct-1997	2109037	Registered
NUWET	5-Mar-1996	1960872	Registered
NXT	10-Jun-2003	2725572	Registered
NXT LOWV	11-Nov-2008	3532491	Registered
NXT Z	25-May-2010	3795080	Registered
OMBRELLA	3-Feb-1998	2134455	Registered
PEARLENE	24-Oct-2006	3162974	Registered
PENSIL	5-Feb-1985	1317483	Registered
POLARTHERM	6-Jan-1998	2126905	Registered
Q COAT	2-Jan-2001	2417864	Registered
RAPIDSTRENGTH	14-Nov-2006	3172063	Registered
SAG	25-Aug-1959	683846	Registered
SAGTEX	13-Oct-1998	2195739	Registered
SAGTEX PHD	19-Aug-2008	3490108	Registered
SCS1200	1-Nov-2011	4049927	Registered
SEALDRI	30-Jan-2001	2424510	Registered
SF1154	27-Aug-1985	1356085	Registered

Trademark	Registration Date	Registration Number	Status
SIDEGUARD	2-Dec-2008	3541907	Registered
SILBLOCK	17-Apr-2007	3231138	Registered
SILBREAK	14-Mar-2006	3068526	Registered
SILCAT	14-May-1985	1334957	Registered
SILCOOL	20-Jun-2006	3107678	Registered
SILCOOL	24-Jul-2007	3269196	Registered
SILFORCE	16-Nov-2010	3877220	Registered
SILFORM	15-Jun-2010	3804892	Registered
SILGRIP	9-Sep-1975	1019759	Registered
SILICONE 1	12-Dec-2006	3184892	Registered
SILICONE II	12-Jun-2005	2966422	Registered
SILMATE	27-Dec-1983	1262096	Registered
SILPLUS	1-Jun-1993	1773956	Registered
SILPRUF	9-Mar-1976	1035342	Registered
SILQUEST	12-Mar-1996	1961675	Registered
SILQUEST	26-Apr-1994	1833053	Registered
SILQUEST A-1100	22-Apr-1997	2055403	Registered
SILQUEST A-171	22-Apr-1997	2055404	Registered
SILQUEST A-174	22-Apr-1997	2055440	Registered
SILQUEST A-187	22-Apr-1997	2055405	Registered
SILSHINE	9-Aug-2005	2983914	Registered
SILSOFT	2-Dec-1986	1418833	Registered
SILWET	5-Jul-1983	1244021	Registered
SILWET L-77	29-Sep-1992	1719724	Registered
SLAM	19-Sep-2006	3146300	Registered
SNAPSIL	25-Nov-2008	3536721	Registered
SOFTOUCH	31-Oct-2000	2400687	Registered
SPUR+	8-Nov-2011	4053153	Registered
STATSIL	15-May-2012	4142900	Registered
TC1050	7-Mar-2000	2326014	Registered

Trademark	Registration Date	Registration Number	Status
THE SCIENCE BEHIND THE SOLUTIONS	20-Jul-2010	3820497	Registered
TOUGH ON THE JOB. EASY ON YOU.	1-Nov-2011	4049899	Registered
TPG	5-Aug-2003	2747472	Registered
TUFEL	12-Jul-1983	1244903	Registered
ULTRAGLAZE	7-Jul-1987	1445813	Registered
UNIVERSEAL	27-Sep-2011	4032170	Registered
VELVESIL	15-Jul-2003	2738193	Registered
VIP	25-Mar-2008	3401887	Registered
VISCASIL	17-Jan-1956	619252	Registered
WELD-R-WHITE	12-Jul-1994	1844968	Registered
WETLINK	24-Sep-2002	2623972	Registered
XL-PEARL	19-Sep-2000	2388336	Registered
XST (STYLIZED)	22-Mar-2005	2934908	Registered

**Momentive Performance Materials Inc. (U.S.)
U.S. Trademark Applications as of September 30, 2012**

Trademark	Application Date	Application Number	Status
MAGNASOFT SCITEX	8-Jul-2009	77776666	Pending
MAX	9-Apr-2012	85592536	Pending
M-D AND HOUSE DESIGN	2-Aug-2010	85098511	Pending
MOMENTIVE SOFTOUCH	15-Mar-2011	85267600	Pending
SILFORT	7-Sep-2011	85416438	Pending
SILICONE III	11-Dec-2009	77891421	Pending
SILSOFT SILK	25-Sep-2012	85738067	Pending
SILTRUST	25-Apr-2012	85607772	Pending
STEP	19-Apr-2012	85602429	Pending