

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MOMENTIVE PERFORMANCE MATERIALS INC.		04/22/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Collateral Agent		
Street Address:	525 William Pen Place, 38th Floor		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15259		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85738067	SILSOFT SILK	
CORRESPONDENCE DATA			
Fax Number:	8668265420		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3016380511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	Attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		
ATTORNEY DOCKET NUMBER:	PAW1-38611		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		
Signature:	Penelope/J./A./Agodoa		

OP \$40.00 85738067

900253540

TRADEMARK
 REEL: 005014 FRAME: 0780

Date:

04/25/2013

Total Attachments: 5

source=38611#page1.tif

source=38611#page2.tif

source=38611#page3.tif

source=38611#page4.tif

source=38611#page5.tif

TRADEMARK SECURITY AGREEMENT, dated as of April 22, 2013 (this "Agreement"), between MOMENTIVE PERFORMANCE MATERIALS INC., a Delaware corporation (the "Pledgor"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as collateral agent (the "Collateral Agent"), under the Security Agreement referred to below.

Reference is made to the Collateral Agreement, dated as of May 25, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Pledgor, certain subsidiaries of the Pledgor listed therein and the Collateral Agent. The Pledgor and The Bank of New York Mellon Trust Company, N.A. have entered into the Indenture, dated as of May 25, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Indenture"), among the Pledgor, as issuer, certain subsidiaries of the Pledgor from time to time party thereto, as guarantors, and The Bank of New York Mellon Trust Company, N.A., as the Collateral Agent and trustee.

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 or, if not defined therein, in the Indenture. 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 when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of its Obligations, the Pledgor hereby grants to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title and interest in or to any and all Trademarks 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, including those listed on Schedule I (collectively, the "Trademark Collateral"); provided, however, that the Trademark Collateral shall not include any intent-to-use United States trademark applications for which an amendment to alleged use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted by the United States Patent and Trademark Office.

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. The 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.

SECTION 4. 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.

[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.

**MOMENTIVE PERFORMANCE
MATERIALS INC.**

By: _____

Name: William H. Carter

Title: Executive Vice President and
Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 005014 FRAME: 0784**

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., as
Collateral Agent**

By: 
Name:
Title: **R. Tamas
Vice President**

Schedule I

Trademarks

TRADEMARK	APPLICATION DATE	APPLICATION NUMBER	STATUS
SILSOFT SILK	25-Sep-2012	85738067	Pending