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.		04/24/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	270 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 104

Property Type	Number	Word Mark
Registration Number:	3603828	ACEBA
Registration Number:	2596803	ADDISIL
Registration Number:	3807521	AGROSPRED
Registration Number:	2620433	A-LINK
Registration Number:	3124439	ANCHORSIL
Registration Number:	3110096	ANCHORSIL 2000
Registration Number:	1703088	BORALECTRIC
Registration Number:	763741	BORALLOY
Registration Number:	3665551	CAULK SINGLES
Registration Number:	2934012	CAULK-IT
Registration Number:	3518240	CAULK-IT
Registration Number:	3343368	COATOSIL
Registration Number:	3598983	COOLFLOW
Registration Number:	3871578	ELEMENT14

OP $2615.00 3603828

Registration Number:	1325293	FLEXIBLE SOLUTIONS TO CONCRETE PROBLEMS
Registration Number:	3518108	FORMASIL
Registration Number:	1709051	GEOLITE
Registration Number:	4088474	GET YOUR GROOV ON
Registration Number:	3932240	GROOV
Registration Number:	3562573	HYDROSTABLE
Registration Number:	3226622	I21
Registration Number:	1320264	LAST-O-COAT
Registration Number:	2023532	
Registration Number:	2023572	LIGHTHOUSE PRODUCTS
Registration Number:	1206856	LIM
Registration Number:	1391240	MAGNASOFT
Registration Number:	3110210	MAGNASOFT DERMA
Registration Number:	2948811	MAGNASOFT PRIME
Registration Number:	4009908	MAGNASOFT SILQ
Registration Number:	2200557	MAX 3500
Registration Number:	2200558	MAX 5000
Registration Number:	4008557	MD
Registration Number:	2136538	MD
Registration Number:	2312957	M-D
Registration Number:	3915197	MOMENTIVE
Registration Number:	798993	NIAX
Registration Number:	2109037	NUDRY
Registration Number:	1960872	NUWET
Registration Number:	2725572	NXT
Registration Number:	3532491	NXT LOWV
Registration Number:	3795080	NXT Z
Registration Number:	2134455	OMBRELLA
Registration Number:	3162974	PEARLENE
Registration Number:	1317483	PENSIL
Registration Number:	2126905	POLARTHERM
Registration Number:	2417864	Q COAT
Registration Number:	3172063	RAPIDSTRENGTH
Registration Number:	683846	SAG
Registration Number:	2195739	SAGTEX

	3490108	SAGTEX PHD
Registration Number:	4049927	SCS1200
Registration Number:	2424510	SEALDRI
Registration Number:	1356085	SF1154
Registration Number:	3541907	SIDEGUARD
Registration Number:	3231138	SILBLOCK
Registration Number:	3068526	SILBREAK
Registration Number:	1334957	SILCAT
Registration Number:	3107678	SILCOOL
Registration Number:	3269196	SILCOOL
Registration Number:	3877220	SILFORCE
Registration Number:	3804892	SILFORM
Registration Number:	1019759	SILGRIP
Registration Number:	3184892	SILICONE 1
Registration Number:	2966422	SILICONE II
Registration Number:	1262096	SILMATE
Registration Number:	1773956	SILPLUS
Registration Number:	1035342	SILPRUF
Registration Number:	1961675	SILQUEST
Registration Number:	1833053	SILQUEST
Registration Number:	2055403	SILQUEST A-1100
Registration Number:	2055404	SILQUEST A-171
Registration Number:	2055440	SILQUEST A-174
Registration Number:	2055405	SILQUEST A-187
Registration Number:	2983914	SILSHINE
Registration Number:	1418833	SILSOFT
Registration Number:	1244021	SILWET
Registration Number:	1719724	SILWET L-77
Registration Number:	3146300	SLAM
Registration Number:	3536721	SNAPSIL
Registration Number:	2400687	SOFTOUCH
Registration Number:	4053153	SPUR+
Registration Number:	4142900	STATSIL
Registration Number:	2326014	TC1050
Registration Number:	3820497	THE SCIENCE BEHIND THE SOLUTIONS

	4049899	TOUGH ON THE JOB. EASY ON YOU.
Registration Number:	2747472	TPG
Registration Number:	1244903	TUFEL
Registration Number:	1445813	ULTRAGLAZE
Registration Number:	4032170	UNIVERSEAL
Registration Number:	2738193	VELVESIL
Registration Number:	3401887	VIP
Registration Number:	619252	VISCASIL
Registration Number:	1844968	WELD-R-WHITE
Registration Number:	2623972	WETLINK
Registration Number:	2388336	XL-PEARL
Registration Number:	2934908	XST
Serial Number:	85844741	COOLFX
Serial Number:	77776666	MAGNASOFT SCITEX
Serial Number:	85592536	MAX
Serial Number:	85267600	MOMENTIVE SOFTOUCH
Serial Number:	85416438	SILFORT
Serial Number:	85738067	SILSOFT SILK
Serial Number:	85607772	SILTRUST
Serial Number:	85602429	STEP

CORRESPONDENCE DATA

Fax Number: 8668265420

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 301-638-0511

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:	PAW1-38613
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	04/29/2013

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT, dated as of April 24, 2013 (this "Agreement"), between MOMENTIVE PERFORMANCE MATERIALS INC., a Delaware corporation (the "Pledgor"), and JPMORGAN CHASE BANK, 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 April 24, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Momentive Performance Materials Holdings Inc., the Pledgor, the subsidiaries of the Pledgor listed therein and the Collateral Agent. The Pledgor and the Collateral Agent have entered into the Asset-Based Revolving Credit Agreement, dated as of April 24, 2013 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among Momentive Performance Materials Holdings Inc., the Pledgor, the subsidiaries of the Pledgor party thereto, the lenders from time to time party thereto, JPMorgan Chase Bank, N.A., as administrative agent, and the other parties party thereto.

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 Credit 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 when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of its Obligations, as applicable, the Pledgor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and confirms its prior grants to the Collateral Agent for the benefit of the Secured Parties in existence at the time of such grants, 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

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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.

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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 – ABL Revolver]

JPMORGAN CHASE BANK, N.A., as Collateral Agent

By: Peter S Pradun

Name:

Title: Peter S. Pradun
Executive Director

[Signature Page to Trademark Security Agreement – ABL Revolver]

Schedule I

Registered Trademarks

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
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
GEOLITE	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
LAST-O-COAT	19-Feb-1985	1320264	Registered
LIGHTHOUSE LOGO	17-Dec-1996	2023532	Registered
LIGHTHOUSE PRODUCTS	17-Dec-1996	2023572	Registered
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
NIAX	23-Nov-1965	798993	Registered
NUDRY	28-Oct-1997	2109037	Registered
NUWET	5-Mar-1996	1960872	Registered

Trademark	Registration Date	Registration Number	Status
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
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

Trademark	Registration Date	Registration Number	Status
STATSIL	15-May-2012	4142900	Registered
TC1050	7-Mar-2000	2326014	Registered
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

Pending Trademark Applications

Trademark	Application Date	Application Number	Status
COOLFX	8-Feb-2013	85844741	Pending
MAGNASOFT SCITEX	8-Jul-2009	77776666	Pending
MAX	9-Apr-2012	85592536	Pending
MOMENTIVE SOFTOUCH	15-Mar-2011	85267600	Pending
SILFORT	7-Sep-2011	85416438	Pending
SILSOFT SILK	25-Sep-2012	85738067	Pending
SILTRUST	25-Apr-2012	85607772	Pending
STEP	19-Apr-2012	85602429	Pending