

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302321

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MOMENTIVE PERFORMANCE MATERIALS INC.		04/11/2014	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: 3			
Property Type	Number	Word Mark	
Serial Number:	85844741	COOLFX	
Serial Number:	86006198	SPEEDPAINT	
Serial Number:	86142348	OPHTHASIL	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	smckinney@paulweiss.com, dewilliams@paulweiss.com		
Correspondent Name:	Scott A. McKinney		
Address Line 1:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	20037-002		
NAME OF SUBMITTER:	Scott McKinney		
SIGNATURE:	/Scott McKinney/		
DATE SIGNED:	04/22/2014		
Total Attachments: 5			
source=Trademark Security Agreement (1.5L)#page1.tif			
source=Trademark Security Agreement (1.5L)#page2.tif			

CH \$90.00 85844741

source=Trademark Security Agreement (1.5L)#page3.tif
source=Trademark Security Agreement (1.5L)#page4.tif
source=Trademark Security Agreement (1.5L)#page5.tif

TRADEMARK SECURITY AGREEMENT, dated as of April 11, 2014 (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 pledges to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, and 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: George F. Knight
Name: GEORGE KNIGHT
Title: SVP & TREASURER

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

By: 
Name: R. Tamas
Title: Vice President

Schedule I

Trademarks

Trademark	Application Date	Application Number	Status
COOLFX	8-Feb-2013	85844741	Pending
SPEEDPAINT	10-Jul-2013	86006198	Pending
OPHTHASIL	12-Dec-2013	86142348	Pending