

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM323875

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMorgan Chase Bank, N.A.		10/24/2014	National Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Momentive Performance Materials Inc.		
<b>Street Address:</b>	260 Hudson River Road		
<b>City:</b>	Waterford		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	12188		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4484788	SPEEDPAINT	
<b>Serial Number:</b>	86142348	OPHTHASIL	
<b>Registration Number:</b>	0934317	SF-96	
<b>Registration Number:</b>	1158689	FOAM GUARD	
<b>Registration Number:</b>	1745397	NAIL NO MORE	
<b>Registration Number:</b>	3340996	BIOSEAL	
<b>Registration Number:</b>	2394012		
<b>Serial Number:</b>	85605429	A SPACE FOR YOUR FACE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127288111		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	2127288000		
<b>Email:</b>	ipdept@willkie.com		
<b>Correspondent Name:</b>	Kim Walker c/o Willkie Farr & Gallagher		
<b>Address Line 1:</b>	787 Seventh Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10019		
<b>ATTORNEY DOCKET NUMBER:</b>	122965.00002 KAW		
<b>NAME OF SUBMITTER:</b>	Kim A. Walker		

CH \$215.00 4484788

<b>SIGNATURE:</b>	/kaw-907/
<b>DATE SIGNED:</b>	11/20/2014
<b>Total Attachments: 3</b> source=Cash Flow TM Release 2014#page1.tif source=Cash Flow TM Release 2014#page2.tif source=Cash Flow TM Release 2014#page3.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of October 24, 2014, from JPMORGAN CHASE BANK, N.A., as collateral agent (the "Agent") to MOMENTIVE PERFORMANCE MATERIALS INC., a Delaware corporation (the "Pledgor").

**WITNESSETH:**

WHEREAS, pursuant to the Second Amended and Restated Collateral Agreement, dated as of April 24, 2013 (as amended, restated, supplemented or otherwise modified from time to time), made by the Momentive Performance Materials Holdings Inc., Pledgor, certain subsidiaries of Pledgor listed therein in favor of the Agent (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Pledgor to the Agent in certain collateral, including the Trademark Collateral;

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of April 11, 2014, among the Agent and Pledgor (the "Security Agreement"), Pledgor, by reference to the Collateral Agreement, reaffirmed its intent to grant the Security Interest to the Agent specifically in certain Trademark Collateral (including, without limitation those items listed on Schedule A hereto);

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on April 22, 2014 at Reel 5266 and Frame 0086; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:


1. Definitions. Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the Security Agreement.
2. Release of Security Interest. The Agent hereby terminates, releases and discharges, without recourse, representation or warranty, its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.
3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK, N.A.

By:   
Name: Neil R. Boylan  
Title: Managing Director

Schedule A

<b>Trademark</b>	<b>Application Date</b>	<b>Application Number</b>	<b>Registration Number</b>	<b>Status</b>
SPEEDPAINT	10-Jul-2013	86006198	4484788	Registered
OPHTHASIL	12-Dec-2013	86142348	N/A	Pending
SF-96	27-Aug-70	72369157	0934317	Registered
FOAM GUARD	24-Oct-79	73236514	1158689	Registered
NAIL NO MORE	12-Sep-91	74202635	1745397	Registered
BIOSEAL	10-Jan-05	78544679	3340996	Registered
 [Design Only]	1-Jul-98	75511871	2394012	Registered
A SPACE FOR YOUR FACE	23-Apr-12	85605429	N/A	Pending
SILOPREN	27-Dec-13	791429641	N/A	Pending

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1 The filing basis for this trademark application is 66A (extension of protection of an international registration to the United States), so this security interest cannot be recorded against this application directly through the USTPO, but will have to be filed through WIPO's International Bureau using a form MM19.