

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM393471

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hexion Inc.	FORMERLY Momentive Specialty Chemicals Inc.	06/30/2016	Corporation: NEW JERSEY

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association
Street Address:	50 South Sixth Street, Suite 1290
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Banking Association: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	87007292	KRT

CORRESPONDENCE DATA

Fax Number: 8772455951

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.

Phone: 2813253368

Email: lisa.jones@hexion.com

Correspondent Name: Hexion Inc.

Address Line 1: 12650 Directors Drive, Suite 100

Address Line 2: Hexion Inc.

Address Line 4: Stafford, TEXAS 77477

NAME OF SUBMITTER:	Lisa Kimes Jones
SIGNATURE:	/Lisa Kimes Jones/
DATE SIGNED:	08/02/2016

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT, dated as of June 30, 2016 (this "Agreement"), between HEXION INC. (formerly known as Momentive Specialty Chemicals Inc., formerly known as Hexion Specialty Chemicals, Inc.), a New Jersey corporation (the "Pledgor") and WILMINGTON TRUST, NATIONAL ASSOCIATION, (as successor by merger to Wilmington Trust FSB), as collateral agent (the "Collateral Agent") under the Security Agreement referred to below.

Reference is made to the Collateral Agreement dated as of January 29, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among, the Pledgor, each subsidiary of the Pledgor listed therein and the Collateral Agent. The Pledgor and Wilmington Trust, National Association, (as successor by merger to Wilmington Trust FSB) have entered into the Indenture dated as of January 29, 2010, among Hexion Finance Escrow LLC and Hexion Escrow Corporation, as issuers, the Pledgor, the other subsidiaries of the Pledgor from time to time party thereto and Wilmington Trust, National Association, (as successor by merger to Wilmington Trust FSB), as trustee (as supplemented by the Supplemental Indenture, dated as of January 29, 2010, and the Second Supplemental Indenture, dated as of January 14, 2013, each, by and among Hexion U.S. Finance Corp. and Hexion Nova Scotia Finance, ULC, as issuers, the guarantors party thereto, and Wilmington Trust, National Association, (as successor by merger to Wilmington Trust FSB), as trustee and as further amended, restated, supplemented or otherwise modified from time to time), (the "Indenture").

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, as the case may be, in full of the Obligations, the Pledgor, pursuant to the Security Agreement, hereby grants to the Collateral Agent, its successors and 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.

HEXION INC.

By: 


Name: Lisa Kimes Jones

Title: Associate General Counsel, IP

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005845 FRAME: 0300

WILMINGTON TRUST, NATIONAL
ASSOCIATION, (as successor by merger to
Wilmington Trust FSB), as
Collateral Agent,

By: 
Name: **Jane Schweiger**
Title: **Vice President**

[Signature Page to Trademark Security Agreement]

Schedule I

US Trademark Applications filed in the name of Hexion Inc. 2Q 2016:

Trademark	Application No.	Filing Date
KRT	87007292	20-Apr-16