## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM403675

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	
SEQUENCE:	3	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association		09/13/2016	National Banking Association:

#### **RECEIVING PARTY DATA**

Name:	Hexion Inc.	
Street Address:	180 Broad Street	
City:	Columbus	
State/Country:	OHIO	
Postal Code:	43215	
Entity Type:	Corporation: NEW JERSEY	

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	1472754	BETACURE
Registration Number:	2052607	POLY-SHIELD

### **CORRESPONDENCE DATA**

Fax Number:

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.

Email: jbraibanti@paulweiss.com,aspoto@paulweiss.com

**Correspondent Name:** Jill Braibanti

Address Line 1: Paul, Weiss, Rifkind, Wharton & Garrison

Address Line 2: 1285 Avenue of the Americas Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	020035-00019
NAME OF SUBMITTER:	Jill Braibanti
SIGNATURE:	/Jill Braibanti/
DATE SIGNED:	10/27/2016

**Total Attachments: 4** 

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> **TRADEMARK** REEL: 005909 FRAME: 0261

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TRADEMARK REEL: 005909 FRAME: 0262

### RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST, dated as of September 13, 2016 (this "Release"), is made by WILMINGTON TRUST, NATIONAL ASSOCIATION (successor by merger to Wilmington Trust FSB), in its capacity as Collateral Agent (the "Releasor"), in favor of HEXION INC. (formerly known as Hexion Specialty Chemicals Inc.) ("Hexion").

WHEREAS, reference is made to (i) that certain Indenture, dated as of January 29, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Indenture"), among Hexion, Hexion Finance Escrow LLC, Hexion Escrow Corporation, the subsidiaries of Hexion party thereto and the Releasor (as assumed by Hexion U.S. Finance Corp. and Hexion Nova Scotia Finance ULC pursuant to that certain Supplemental Indenture dated as of January 29, 2010) and (ii) that certain Collateral Agreement, dated as of January 29, 2010 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Hexion, each subsidiary of Hexion party thereto and the Releasor as Collateral Agent. Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Indenture;

WHEREAS, pursuant to and as set forth in the document recorded with the United States Patent and Trademark Office ("<u>USPTO</u>") on March 15, 2010 in Reel No. 4172, Frame No. 0478 (the "<u>Trademark Security Agreement</u>" and collectively with the Collateral Agreement, the "<u>Security Agreements</u>"), Hexion granted to the Releasor a security interest in and continuing lien on (referred to in this Release as the "<u>Security Interest</u>") all of its respective right, title and interest in, to or under the <u>Trademark Collateral</u> (as defined therein), including the United States trademark registrations and applications listed on <u>Schedule I</u> hereto (the "<u>Released Trademarks</u>"), and all related goodwill therein (collectively, the "Released Trademarks Collateral");

WHEREAS, Hexion has sold or disposed the Released Trademarks and the sale or disposition of the Released Trademarks is permitted by the Indenture; and

WHEREAS, pursuant to the terms of the Indenture and Collateral Agreement, the Releasor has agreed to terminate and release its Security Interest solely with respect to the Released Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Release of Lien. The Releasor hereby (i) unconditionally, irrevocably and absolutely terminates, extinguishes, cancels, releases and forever discharges its Security Interest and all of its right, title and interest in or to the Released Trademark Collateral pledged and granted pursuant to the Security Agreements and (ii) terminates the Security Agreements solely with respect to the Released Trademark Collateral and reassigns to Hexion any and all right, title and interest that the Releasor may have in or to any of the Released Trademark Collateral. This Release does not release, relinquish, discharge or

TRADEMARK REEL: 005909 FRAME: 0263 terminate Releasor's security interest in any other Trademark Collateral or asset of Hexion other than the Released Trademark Collateral.

- 2. <u>Authorization to Record</u>. The Releasor authorizes and requests that the USPTO and any applicable government officer record this Release with the USPTO.
- 3. <u>Further Assurances</u>. The Releasor agrees to cooperate with Hexion and, solely at the expense of Hexion, to provide Hexion with such information and additional authorization and to execute and deliver to Hexion such additional instruments and to take such action, in each case, as Hexion may reasonably request or as may be desirable to effect and record with the USPTO the release of the Releasor's Security Interest in or to the Released Trademark Collateral.
- 4. <u>Governing Law</u>. This Release shall be construed in accordance with and governed by the laws of the State of New York.

[Signature Page Follows]

TRADEMARK REEL: 005909 FRAME: 0264 IN WITNESS WHEREOF, the Releasor has caused this Release of Trademark Security Interest to be executed and delivered by its duly authorized officer as of the date first above written.

WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as the Collateral Agent

By:

Name

ane Schweiger
Vice President

## Schedule I to Release of Trademark Security Interest

# Released Trademarks

Trademark	Reg. No.	Reg. Date	App.No.	App, Date
BETACURE	1472754	19-JAN-1988	73648696	09-MAR-1987
POLY-SHIELD	2052607	15-APR-1997	75099314	06-MAY-1996

Schedule I-1

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**RECORDED: 10/28/2016**