

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM460622

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hexion Inc.	FORMERLY Momentive Specialty Chemicals Inc.	12/31/2017	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: 2			
Property Type	Number	Word Mark	
Serial Number:	87510772	RESONANCE	
Serial Number:	87719334	TRIMAX	
CORRESPONDENCE DATA			
Fax Number:	8772455951		
<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>			
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		
ATTORNEY DOCKET NUMBER:	2017 WTNA 1.5L		
NAME OF SUBMITTER:	Lisa Kimes Jones		
SIGNATURE:	/Lisa Kimes Jones/		
DATE SIGNED:	02/02/2018		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT, dated as of December 31, 2017 (this "Agreement"), among HEXION INC., a New Jersey corporation ("Hexion"), HEXION INVESTMENTS INC., a Delaware corporation ("Hexion Investments" and collectively with Hexion, the "Pledgors") and WILMINGTON TRUST, NATIONAL ASSOCIATION, as collateral agent (the "Collateral Agent") under the Security Agreement referred to below.

Reference is made to the Collateral Agreement dated as of February 8, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among each Pledgor, the other subsidiaries of Hexion listed therein and the Collateral Agent. Each Pledgor and Wilmington Trust, National Association have entered into the Indenture dated as of February 8, 2017 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Indenture"), among Hexion, as issuer, Hexion Investments and the other subsidiaries of Hexion as guarantors from time to time party thereto and Wilmington Trust, National Association, as 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, as the case may be, in full of the Obligations, each 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 such Pledgor or in which such 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. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent 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: 006264 FRAME: 0514

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]

TRADEMARK
REEL: 006264 FRAME: 0515

Schedule I

US Trademark Applications filed in the name of Hexion Inc. 2017:

Trademark	App. No.	Filing Date
RESONANCE	87510772	29-Jun-17
TRIMAX	87719334	13-Dec-17