

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM508245

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.	12/31/2018	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:	88059834	ARMORBUILT
Serial Number:	88168982	PROPSHIELD

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:	02/01/2019

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT, dated as of December 31, 2018 (this "Agreement"), among HEXION INC. (formerly MOMENTIVE SPECIALTY CHEMICALS INC.), a New Jersey corporation (the "Pledgor") 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 March 28, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Hexion U.S. Finance Corp. ("Hexion Finance") the Pledgor, each subsidiary of the Pledgor listed therein and the Collateral Agent. The Pledgor and Wilmington Trust, National Association have entered into the Indenture dated as of March 14, 2012 (as supplemented by the First Supplemental Indenture, dated as of January 31, 2013, and the Second Supplemental Indenture, dated as of March 28, 2013, and as further amended, restated, supplemented or otherwise modified from time to time, the "Indenture"), among Hexion Finance, as issuer, the Pledgor, the other subsidiaries of the Pledgor 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 when due, 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 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 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.

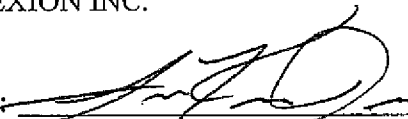
SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Pledgor hereby acknowledges and affirms that the rights and 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

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as
Collateral Agent,

By


Name: Jane Schweiger
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006547 FRAME: 0250

Schedule I

Trademarks

US Trademark Application filed in the name of Hexion Inc. 2018

Trademark	App. No.	File Date
ARMORBUILT	88059834	31-Jul-18
PROPSHIELD	88168982	25-Oct-18