

TRADEMARK ASSIGNMENT COVER SHEET

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ETAS ID: TM524487

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A.		05/15/2019	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	MOMENTIVE PERFORMANCE MATERIALS INC.
Street Address:	260 HUDSON RIVER ROAD
City:	WATERFORD
State/Country:	NEW YORK
Postal Code:	12188
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	0934317	SF-96
Registration Number:	1158689	FOAM GUARD
Registration Number:	1745397	NAIL NO MORE
Registration Number:	2394012	
Registration Number:	3340996	BIOSEAL
Registration Number:	4556433	A SPACE FOR YOUR FACE
Registration Number:	4484788	SPEEDPAINT
Registration Number:	4914250	OPHTHASIL

CORRESPONDENCE DATA

Fax Number: 2124552502

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.

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Correspondent Name: NICOLE PALMADESSO, ESQ.

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ATTORNEY DOCKET NUMBER:	509600/0320
NAME OF SUBMITTER:	NICOLE PALMADESSO
SIGNATURE:	/NP/
DATE SIGNED:	05/21/2019

Total Attachments: 4

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

TERMINATION AND RELEASE dated as of May 15, 2019, from JPMORGAN CHASE BANK, N.A., as collateral agent (the “Collateral Agent”) to MOMENTIVE PERFORMANCE MATERIALS INC. (the “Pledgor”).

WITNESSETH:

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

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of April 11, 2014, among the Collateral Agent and Pledgor (the “Trademark Security Agreement”), Pledgor, by reference to the Security Agreement, reaffirmed its intent to grant the Security Interest to the Collateral Agent specifically in certain Trademark Collateral;

WHEREAS, the Trademark 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 0093; and

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

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby states as follows:

1. Definitions. The term “Trademark Collateral,” as used herein, shall mean all of the Pledgor’s right, title and interest of every kind and nature as of the date hereof in the U.S. trademark registrations and applications listed on Schedule A hereto. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the Security Agreement and the Trademark Security Agreement.

2. Release of Security Interest. The Collateral Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Collateral Agent in such Trademark Collateral shall hereby cease and become void.


3. Further Assurances. The Collateral 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 day and year first above written.

JPMORGAN CHASE BANK, N.A.

By: 
Name: Peter S. Predun
Title: Executive Director

Schedule A

Trademark	Registrant	Application Number	Registration Number
SF-96	GENERAL ELECTRIC COMPANY	72369157	0934317
FOAM GUARD	VIP ENTERPRISES, INC.	73236514	1158689
NAIL NO MORE	Gibson-Homans Company, The	74202635	1745397
		75511871	2394012
[Design Only]	CMMA-DHS Consolidation Corp.		
BIOSEAL	General Electric Company	78544679	3340996
A SPACE FOR YOUR FACE	Bicor Processing Corp.	85605429	4556433
SPEEDPAINT	Momentive Performance Materials Inc.	86006198	4484788
OPHTHASIL	Momentive Performance Materials Inc.	86142348	4914250