

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM531683

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Interest (ABL)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hexion Investments Inc.		07/01/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	10 S. Dearborn		
Internal Address:	7th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	1787723	ARICEL	
Registration Number:	0788887	BAKELITE	
Registration Number:	2990484	BORD'N-SEAL	
Registration Number:	0388311	CASCAMITE	
Registration Number:	0132322	CASCO	
Registration Number:	0860354	CASCOMEL	
Registration Number:	0384795	CASCOPHEN	
Registration Number:	1070827	CASCO-RESIN	
Registration Number:	0435742	CASCOREZ	
Registration Number:	1251443	CASCOWAX	
Registration Number:	2913251	CERAMAX	
Registration Number:	0166026	DURITE	
Registration Number:	3013774	KLEARSHIELD	
Registration Number:	2511107	PROTACT	
Registration Number:	1282904	SEACO	
Registration Number:	2935507	SPECTRASHIELD	
Registration Number:	2402737	STRUCTURFAST	
Registration Number:	0857305	WONDER BOND	

CH \$490.00 1787723

Property Type	Number	Word Mark
Registration Number:	2830843	XRT
CORRESPONDENCE DATA		
Fax Number:	2124552502	
<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:	2124552121	
Email:	jmull@stblaw.com	
Correspondent Name:	Elizabeth Gladstone	
Address Line 1:	425 Lexington Avenue	
Address Line 4:	New York, NEW YORK 10017	
ATTORNEY DOCKET NUMBER:	509265/1484	
NAME OF SUBMITTER:	J. Jason Mull	
SIGNATURE:	/J. Jason Mull/	
DATE SIGNED:	07/12/2019	
Total Attachments: 5		
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source=12972161_2_Hexion - ABL - Invest - Trademark Notice - Execution#page2.tif		
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Notice of Grant of Security Interest in Trademarks (ABL)

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (ABL), dated as of July 1, 2019 (this “Notice”), made by HEXION INVESTMENTS INC., a Delaware corporation (the “Pledgor”), in favor of JPMORGAN CHASE BANK, N.A., as Collateral Agent (as defined below).

Reference is made to the U.S. Collateral Agreement (ABL), dated as of July 1, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Hexion Inc. (the “U.S. Borrower”), each subsidiary of the U.S. Borrower identified therein and JPMorgan Chase Bank, N.A., as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Notice.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as applicable, in full of the Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets 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 (collectively, but excluding any Excluded Property, the “Trademark Collateral”):

all Trademarks, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. *Collateral 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 Collateral 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 Collateral 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 Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. *Counterparts*. This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law*. THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

HEXION INVESTMENTS INC.

By: 

Name: Mark D. Bidstrup

Title: Senior Vice President and Treasurer

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent,

By: Peter S. Predun

Name:

Title:

Peter S. Predun
Executive Director

[Signature Page to Notice of Grant of Security Interest in Trademarks (ABL)]

TRADEMARK
REEL: 006693 FRAME: 0124

Schedule I
to Notice of Grant of Security Interest in Trademarks (ABL)

U.S. Trademarks and Trademark Applications

Trademark	App. No.	File Date	Reg. No.	Reg. Date	Owner
ARICEL	74262172	03-Apr-1992	1787723	17-Aug-1993	Hexion Investments Inc.
Bakelite (Word)	72187976	04-Mar-1964	788887	04-May-1965	Hexion Investments Inc.
BORD'N-SEAL (Special Form)	78334920	02-Dec-2003	2990484	30-Aug-2005	Hexion Investments Inc.
CASCAMITE	71440540	11-Feb-1941	388311	17-Jun-1941	Hexion Investments Inc.
CASCO	71126172	17-Dec-1919	132322	22-Jun-1920	Hexion Investments Inc.
CASCOMEL	72286999	15-Dec-1967	860354	19-Nov-1968	Hexion Investments Inc.
CASCOPHEN	71434774	08-Aug-1940	0384795	04-Feb-1941	Hexion Investments Inc.
CASCO-RESIN	73106972	18-Nov-1976	1070827	09-Aug-1977	Hexion Investments Inc.
CASCOREZ	71519508	25-Mar-1947	0435742	06-Jan-1948	Hexion Investments Inc.
CASCOWAX	73380608	18-Aug-1982	1251443	20-Sep-1983	Hexion Investments Inc.
CERAMAX	78340430	12-Dec-2003	2913251	21-Dec-2004	Hexion Investments Inc.
DURITE	71163717	11-May-1922	166026	27-Mar-1923	Hexion Investments Inc.
KLEARSHIELD (Stylized)	78173117	10-Oct-2002	3013774	08-Nov-2005	Hexion Investments Inc.
PROTACT	75845056	29-Nov-1999	2511107	20-Nov-2001	Hexion Investments Inc.
SEACO	73428953	06-Jun-1983	1282904	26-Jun-1984	Hexion Investments Inc.
SPECTRASHIELD (Stylized)	78172855	10-Oct-2002	2935507	22-Mar-2005	Hexion Investments Inc.
STRUCTURFAST	75614963	04-Jan-1999	2402737	07-Nov-2000	Hexion Investments Inc.
WONDER BOND	72274403	21-Jun-1967	0857305	24-Aug-1968	Hexion Investments Inc.
XRT	78163047	11-Sep-2002	2830843	06-Apr-2004	Hexion Investments Inc.