

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM644428

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hexion VAD LLC		04/30/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Specialty Lending Group, L.P., as Collateral Agent		
Street Address:	2001 Ross Ave.		
Internal Address:	Suite 2800		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0788887	BAKELITE	
Registration Number:	0166026	DURITE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4045723401		
Email:	ssheesley@kslaw.com		
Correspondent Name:	Steven Sheesley		
Address Line 1:	1180 Peachtree Street NE		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	14868.515064		
NAME OF SUBMITTER:	Steven Sheesley		
SIGNATURE:	//Steven Sheesley//		
DATE SIGNED:	05/05/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 30, 2021 (this “**Agreement**”) by **HEXION VAD LLC**, a Delaware limited liability company (the “**Grantor**”), in favor of **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**, in its capacity as Collateral Agent (the “**Collateral Agent**”) for Lenders.

WITNESSETH:

WHEREAS, reference is made to that certain Credit and Guaranty Agreement, dated as of April 30, 2021 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among **BAKELITE UK HOLDING LTD.**, an English private limited company (“**UK Borrower**”) and **US HOLDCO VAD, INC.**, a Delaware corporation (“**U.S. Borrower**,” and together with UK Borrower, the “**Borrowers**,” and each individually, a “**Borrower**”), as borrowers, **BAKELITE UK INTERMEDIATE LTD.**, an English private limited company (“**Holdings**”), certain Subsidiaries of the Borrowers, as Guarantors, the lenders party thereto from time to time (the “**Lenders**”), **JP MORGAN CHASE BANK, N.A.**, as Administrative Agent (“**Administrative Agent**”) and **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**, as Collateral Agent and Documentation Agent, the Lenders have agreed to make certain Loans to the Borrowers;

WHEREAS, Administrative Agent and Lenders are willing to make the Loans and certain financial accommodations as provided for in the Credit Agreement, upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of Lenders, that certain Pledge and Security Agreement dated as of April 30, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”);

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of Grantor’s right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “**Trademark Collateral**”):
 - (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto but excluding any intent-to-use trademark application prior to the

filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law; and

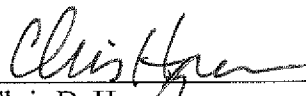
(b) to the extent not otherwise included above, all Proceeds, all products, accessions, rents and profits of or in respect of any of the foregoing.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent for the benefit of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement.
4. TERMINATION. The term of this Trademark Security Agreement shall be coterminous with the Security Agreement.
5. COUNTERPARTS. This Trademark Security Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.
6. CONFLICTS. In the event there is any conflict between the terms of this Agreement and the terms of the Security Agreement, the Security Agreement shall control.
7. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without regard to any conflict of laws principles thereof that would result in the application of any law other than the law of the State of New York.

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IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be executed and delivered by its Authorized Officer as of the date first set forth above.

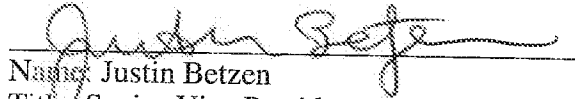
HEXION VAD LLC

By: 
Name: Chris D. Hynes
Title: Executive Vice President and Chief
Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.,
as the Collateral Agent

By:


Name: Justin Betzen
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007280 FRAME: 0939

Schedule I

Trademark Registrations and Trademark Applications

Trademark	App. No.	Filing Date	Reg. No.	Reg. Date
Bakelite (Word)	37251900	13-Feb-1974	TMA208282	18-Jul-1975
Bakelite (Word)	0066243	30-Apr-1909	TMDA13642	30-Apr-1909
Bakelite (Word)	72187976	04-Mar-1964	788887	04-May-1965
CELLOBOND	M/098956	08-Mar-1983	M/098956	08-Mar-1983
CELLOBOND			M/051898	20-Mar-1969
DURITE	771345	26-Aug-1998	771345	13-Apr-1999
DURITE	0112866	08-Feb-1923	TMDA33000	10-Mar-1923
DURITE	950134428	27-Oct-1995	1008125	21-May-1997
DURITE	95/14454	14-Nov-1995	199802504	13-Mar-1998
DURITE	D95/19701	23-Oct-1995	IDM000045246	30-Aug-1996
DURITE	43527/1995	16-Nov-1995	375357	23-Sep-1997
DURITE	N/071727	18-Dec-2012	N/071727	13-Nov-2013
DURITE	121818	04-Sep-1991	403651	15-Jan-1992
DURITE	95/11618	01-Nov-1995	95011618	01-Nov-2002
DURITE	297183	25-Aug-1998	297183	05-Oct-2000
DURITE	298221	28-Nov-1995	KOR53828	28-Nov-1995
DURITE	101068395	03-Dec-2012	1593064	16-Aug-2013
DURITE	71163717	11-May-1922	166026	27-Mar-1923
DURITE in Katakana	71135/86	07-Jul-1986	2080756	30-Sep-1998
DURITE	829364714	19-Sep-2007	829364714	01-Mar-2011
RESONANCE	16941353	3-Jul-2017	16941353	20-Oct-2017

Trademark Licenses