

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM705919

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	PARTIAL TERMINATION AND RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS (TERM LOAN)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A.		02/01/2022	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	HEXION INC.		
Street Address:	180 East Broad Street		
Internal Address:	Attention: Mark Bidstrup, Treasurer		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43215		
Entity Type:	Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	0570404	EPIKOTE	
Registration Number:	2024235	EPIKURE	
Registration Number:	0641951	EPI-REZ	
Registration Number:	0534577	EPI-REZ	
Registration Number:	0625682	EPON	
Registration Number:	1197554	EPON	
Registration Number:	1444691	EPON HPT	
Registration Number:	1192680	EPONEX	
Registration Number:	0720158	EPONOL	
Registration Number:	5151607	EPOSIL	
Registration Number:	3236573	HELOXY	
CORRESPONDENCE DATA			
Fax Number:	2124920346		
<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:	2123733346		
Email:	zblumenfeld@paulweiss.com, mangelopoulos@paulweiss.com,		

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Correspondent Name: mmcguire@paulweiss.com
Address Line 1: Zachary Blumenfeld
Address Line 2: 1285 Avenue of the Americas
Address Line 4: Paul Weiss Rifkind Wharton & Garrison LL
New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER: 22701-004

NAME OF SUBMITTER: Zachary Blumenfeld

SIGNATURE: /Zachary Blumenfeld/

DATE SIGNED: 02/01/2022

Total Attachments: 4

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**PARTIAL TERMINATION AND RELEASE OF SECURITY INTEREST
IN SPECIFIED TRADEMARKS (TERM LOAN)**

PARTIAL TERMINATION AND RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS (TERM LOAN) ("Termination and Release") dated as of February 1, 2022, from JPMORGAN CHASE BANK, N.A., a National Association, as Collateral Agent (the "Agent") for the Secured Parties, to HEXION INC., a New Jersey corporation (the "Pledgor").

WITNESSETH:

WHEREAS, pursuant to that certain U.S. Collateral Agreement (Term Loan), dated as of July 1, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Pledgor (in its capacity as U.S. Borrower thereunder), each subsidiary of the Borrower identified therein, and the Agent, wherein the Pledgor granted a security interest (the "Security Interest") to the Agent in certain collateral, including the Trademark Collateral (as that term is defined in the Trademark Security Agreement, as hereinafter defined);

WHEREAS, the Agent and the Pledgor executed and delivered that certain Notice of Grant of Security Interest in Trademarks (Term Loan), dated as of July 1, 2019 (the "Trademark Security Agreement") for the purpose of recording the grant of security interest in the Trademark Collateral with the United States Patent and Trademark Office (the "USPTO");

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the USPTO on July 12, 2019, at Reel 6693 and Frame 0036;

WHEREAS, Pledgor has divested certain trademarks, as permitted under the Collateral Agreement;

WHEREAS, Pledgor no longer owns the Released Trademark Collateral (as defined below) and the Agent wishes to release and terminate the encumbrance created by the Trademark Security Agreement and the Collateral Agreement in respect of the Released Trademark Collateral; and

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms used in this Termination and Release have the meaning given to them in the Trademark Security Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Termination and Release.

2. Release of Security Interest. The Agent, without representation, warranty or recourse of any kind, hereby fully releases, discharges, terminates and cancels all of its security interest in and to all of the Pledgor's right, title and interest in, to and under the trademark registrations set forth in Schedule A attached hereto (such trademark registrations, the

“Released Trademark Collateral”). If and to the extent that the Agent has acquired any right, title or interest in and to the Released Trademark Collateral under the Trademark Security Agreement, the Agent, without representation, warranty or recourse of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Pledgor. For clarity, none of the Agent’s security interest in the Trademark Collateral other than the Released Trademark Collateral shall be released or otherwise impaired or modified hereby.

3. Authorization; Further Assurances. The Agent hereby authorizes the Pledgor or the Pledgor’s authorized representative to (i) record this Termination and Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Agent in the Released Trademark Collateral and/or (iii) otherwise record or file this Termination and Release in the applicable governmental office or agency. The Agent further agrees to execute and deliver to the Pledgor any and all further documents and instruments, and do any and all further acts which the Pledgor (or their agents or designees) reasonably request (at the Pledgor's sole cost and expense) in order to confirm this Termination and Release and the Pledgor’s right, title and interest in, to and under the Released Trademark Collateral.


4. Governing Law. This Termination and Release 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 Termination and Release and the rights and obligations of the parties under this Termination and Release 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.

5. Counterparts. This Termination and Release 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 Termination and Release by facsimile or other electronic transmission shall be effective as delivery of a manually signed original.

[Remainder of page left intentionally blank; signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK, as Collateral
Agent

By:  _____

Name: James Shender

Title: Authorized Signatory