

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM799564

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST LIEN TERM LOAN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MOMENTIVE PERFORMANCE MATERIALS INC.		03/29/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	4 Chase Metrotech Center		
City:	BROOKLYN		
State/Country:	NEW YORK		
Postal Code:	11245-0001		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 71			
Property Type	Number	Word Mark	
Registration Number:	2620433	A-LINK	
Registration Number:	3124439	ANCHORSIL	
Registration Number:	3110096	ANCHORSIL 2000	
Registration Number:	3343368	COATOSIL	
Registration Number:	5060936	ELEMEX	
Registration Number:	3871578	ELEMENT14	
Registration Number:	5060935	ENDURIS	
Registration Number:	3518108	FORMASIL	
Registration Number:	6746186	FXP	
Registration Number:	1709051	GEOLITE	
Registration Number:	6902843	HARMONIE	
Registration Number:	4961358	INVENTING POSSIBILITIES	
Registration Number:	4727169	INVISISIL	
Registration Number:	1206856	LIM	
Registration Number:	1391240	MAGNASOFT	
Registration Number:	3110210	MAGNASOFT DERMA	
Registration Number:	2948811	MAGNASOFT PRIME	
Registration Number:	4009908	MAGNASOFT SILQ	

CH \$1790.00 2620433

Property Type	Number	Word Mark
Registration Number:	3915197	MOMENTIVE
Registration Number:	4400560	MOMENTIVE SOFTOUCH
Registration Number:	798993	NIAX
Registration Number:	1960872	NUWET
Registration Number:	2725572	NXT
Registration Number:	3795080	NXT Z
Registration Number:	4914250	OPHTHASIL
Registration Number:	5171036	OPTIC
Registration Number:	3162974	PEARLENE
Registration Number:	1317483	PENSIL
Registration Number:	3172063	RAPIDSTRENGTH
Registration Number:	683846	SAG
Registration Number:	2195739	SAGTEX
Registration Number:	3490108	SAGTEX PHD
Registration Number:	4049927	SCS1200
Registration Number:	1356085	SF1154
Registration Number:	3231138	SILBLOCK
Registration Number:	3068526	SILBREAK
Registration Number:	1334957	SILCAT
Registration Number:	3269196	SILCOOL
Registration Number:	3107678	SILCOOL
Registration Number:	3877220	SILFORCE
Registration Number:	3804892	SILFORM
Registration Number:	4400675	SILFORT
Registration Number:	1019759	SILGRIP
Registration Number:	1773956	SILPLUS
Registration Number:	1035342	SILPRUF
Registration Number:	1833053	SILQUEST
Registration Number:	1961675	SILQUEST
Registration Number:	2055403	SILQUEST A-1100
Registration Number:	2055404	SILQUEST A-171
Registration Number:	2055440	SILQUEST A-174
Registration Number:	2055405	SILQUEST A-187
Registration Number:	5170930	SILSHIELD
Registration Number:	2983914	SILSHINE
Registration Number:	1418833	SILSOFT
Registration Number:	4649572	SILTRUST
Registration Number:	1244021	SILWET

Property Type	Number	Word Mark
Registration Number:	1719724	SILWET L-77
Registration Number:	3146300	SLAM
Registration Number:	3536721	SNAPSIL
Registration Number:	2400687	SOFTOUCH
Registration Number:	4053153	SPUR+
Registration Number:	4142900	STATSIL
Registration Number:	1244903	TUFEL
Registration Number:	1445813	ULTRAGLAZE
Registration Number:	2738193	VELVESIL
Registration Number:	619252	VISCASIL
Registration Number:	2623972	WETLINK
Registration Number:	2388336	XL-PEARL
Registration Number:	5349864	E-FREE
Serial Number:	97393318	GEOCELL
Serial Number:	97767121	MYMOMENTIVE

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.

Phone: 2124552592

Email: ksolomon@stblaw.com

Correspondent Name: COURTNEY WELSHIMER, ESQ.

Address Line 1: SIMPSON THACHER & BARTLETT LLP

Address Line 2: 425 LEXINGTON AVENUE

Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 509265/2447

NAME OF SUBMITTER: COURTNEY WELSHIMER

SIGNATURE: /CW/

DATE SIGNED: 03/31/2023

Total Attachments: 8

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First Lien Term Loan Trademark Security Agreement

This **FIRST LIEN TERM LOAN TRADEMARK SECURITY AGREEMENT**, dated as of March 29, 2023 (“*Agreement*”), is made by MOMENTIVE PERFORMANCE MATERIALS INC., a Delaware corporation, located at 260 Hudson River Road, Waterford, New York 12188 (“*Grantor*”) in favor JPMORGAN CHASE BANK, N.A., as administrative agent (in such capacity, together with its successors and assigns in such capacities, the “*Administrative Agent*”) for the Secured Parties, parties to the First Lien Term Loan Credit Agreement, dated as of the date herof (as amended, restated, supplemented, waived or otherwise modified from time to time, the “*Credit Agreement*”), among MPM INTERMEDIATE HOLDINGS INC., a Delaware corporation (“*Holdings*”), the Grantor, as Borrower (the “*Borrower*”), the Lenders party thereto from time to time, the Administrative Agent, and the other parties named therein.

A. Pursuant to the terms and subject to the conditions set forth in the Credit Agreement, the Lenders have agreed to extend credit to the Borrower.

B. In connection with the Credit Agreement, Holdings, the Borrower, the other Subsidiary Loan Parties (as defined in the Collateral Agreement) and the Administrative Agent have executed that certain First Lien Term Loan Collateral Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “*Collateral Agreement*”).

C. Pursuant to the Credit Agreement, the Grantor has agreed to grant a security interest in the Collateral, including all Intellectual Property that is included in the Collateral, for the benefit of the Administrative Agent (for the benefit of the Secured Parties) to secure the payment and performance of the Obligations, subject to the terms thereof and of the Intercreditor Agreements, including with respect to the relative rights and priorities in respect of the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the Administrative Agent agree as follows:

SECTION 1. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Collateral Agreement or, if not defined therein, in the Credit Agreement.

SECTION 2. As security for the payment or performance when due (whether at the stated maturity, by acceleration or otherwise) as the case may be, in full of the Obligations, the Grantor hereby assigns and pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest (the “*Security Interest*”) in all such Grantor’s right, title and interest in, under or to any and all of the Trademarks (as that term is defined in the Collateral Agreement) listed on *Schedule I* hereto (collectively, the “*Trademark Collateral*”).

SECTION 3. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of the Security Interest herein with the United States Patent and Trademark Office. The Security Interest granted hereby has been granted in connection with the Collateral Agreement, and the Collateral Agreement is hereby incorporated herein by reference and shall remain in full force and effect in accordance with its terms. In the event of any conflict between the terms of this Agreement and the terms of the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed signature page of this Agreement by facsimile (or other electronic) transmission (including, without limitation, by electronic mail as a “.pdf” or “.tif” attachment) shall be effective as delivery of a manually executed counterpart hereof.

SECTION 5. The Grantor authorizes the Administrative Agent to file this Agreement with the United States Patent and Trademark Office (and any successor office and any similar office in any United States state or other country) for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interest granted by such Grantor, and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 6. 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.

SECTION 7. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Collateral Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall (except as otherwise expressly permitted by the Collateral Agreement) be in writing and given as provided in Section 5.01 of the Collateral Agreement.

SECTION 9. The Grantor agrees to reimburse the Administrative Agent for its reasonable out-of-pocket expenses in connection with this Agreement, including the reasonable documented fees, disbursements and other charges of counsel for the Administrative Agent.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, each Grantor and the Administrative Agent have duly executed this Agreement as of the day and year first above written.

MOMENTIVE PERFORMANCE MATERIALS INC.

By: 

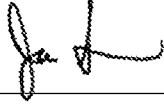
Name: Robert Bush

Title: Chief Financial Officer

[Signature Page to TLB Trademark Agreement]

TRADEMARK
REEL: 008029 FRAME: 0220

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

By:  _____

Name: James Shender
Title: Executive Director

TRADEMARK COLLATERAL
Momentive Performance Materials Inc. (U.S.)
U.S. Trademark Registrations

Trademark	Status	Appl. No.	Filing Date	Reg. No.	Reg. Date
A-LINK	Registered	76235879	04-Apr-2001	2620433	17-Sep-2002
ANCHORSIL	Registered	78407207	23-Apr-2004	3124439	01-Aug-2006
ANCHORSIL 2000	Registered	78365558	10-Feb-2004	3110096	27-Jun-2006
COATOSIL	Registered	77128626	12-Mar-2007	3343368	27-Nov-2007
ELEMAX	Registered	86808965	04-Nov-2015	5060936	11-Oct-2016
ELEMENT 14	Registered	77979526	08-Aug-2008	3871578	02-Nov-2010
ENDURIS	Registered	86808941	04-Nov-2015	5060935	11-Oct-2016
FORMASIL	Registered	78434039	11-Jun-2004	3518108	14-Oct-2008
FXP	Registered	90741919	28-May-2021	6746186	31-May-2022
GEOLITE	Registered	74015930	02-Jan-1990	1709051	18-Aug-1992
HARMONIE	Registered	90838385	20-Jul-2021	6902843	15-Nov-2022
INVENTING POSSIBILITIES	Registered	86557346	09-Mar-2015	4961358	17-May-2016
INVISIL	Registered	86387855	08-Sep-2014	4727169	28-Apr-2015
LIM	Registered	73272750	04-Aug-1980	1206856	07-Sep-1982
MAGNASOFT	Registered	73558677	16-Sep-1985	1391240	29-Apr-1986
MAGNASOFT DERMA	Registered	78420784	18-May-2004	3110210	27-Jun-2006
MAGNASOFT PRIME	Registered	76406340	13-May-2002	2948811	10-May-2005
MAGNASOFT SIL Q	Registered	77776658	08-Jul-2009	4009908	09-Aug-2011
MOMENTIVE	Registered	77980966	10-Nov-2006	3915197	01-Feb-2011

Trademark	Status	Appl. No.	Filing Date	Reg. No.	Reg. Date
MOMENTIVE SOFTOUCH	Registered	85267600	15-Mar-2011	4400560	10-Sep-2013
NIAX	Registered	72211213	02-Feb-1965	798993	23-Nov-1965
NUWET	Registered	74497395	07-Mar-1994	1960872	05-Mar-1996
NXT	Registered	76325133	15-Oct-2001	2725572	10-Jun-2003
NXT Z	Registered	78858572	11-Apr-2006	3795080	25-May-2010
OPHTHASIL	Registered	86142348	12-Dec-2013	4914250	08-Mar-2016
OPTIC	Registered	87147404	23-Aug-2016	5171036	28-Mar-2017
PEARLENE	Registered	76326544	16-Oct-2001	3162974	24-Oct-2006
PENSIL	Registered	73388793	27-Sep-1982	1317483	05-Feb-1985
RAPIDSTRENGTH	Registered	78369646	18-Feb-2004	3172063	14-Nov-2006
SAG	Registered	72060375	09-Oct-1958	683846	25-Aug-1959
SAGTEX	Registered	75351516	04-Sep-1997	2195739	13-Oct-1998
SAGTEX PHD	Registered	78361491	03-Feb-2004	3490108	19-Aug-2008
SCS1200	Registered	77927797	04-Feb-2010	4049927	01-Nov-2011
SF1154	Registered	73508669	13-Nov-1984	1356085	27-Aug-1985
SILBLOCK	Registered	78633838	20-May-2005	3231138	17-Apr-2007
SILBREAK	Registered	76225279	15-Mar-2001	3068526	14-Mar-2006
SILCAT	Registered	73470454	16-Mar-1984	1334957	14-May-1985
SILCOOL	Registered	78496868	08-Oct-2004	3269196	24-Jul-2007
SILCOOL	Registered	78374269	26-Feb-2004	3107678	20-Jun-2006
SILFORCE	Registered	77128964	12-Mar-2007	3877220	16-Nov-2010
SILFORM	Registered	78742300	28-Oct-2005	3804892	15-Jun-2010
SILFORT	Registered	85416438	07-Sep-2011	4400675	10-Sep-2013
SILGRP	Registered	73004172	23-Oct-1973	1019759	09-Sep-1975
SILOPREN	Registered	79142964	27-Dec-2013	4683196	10-Feb-2015
SILPLUS	Registered	74230104	13-Dec-1991	1773956	01-Jun-1993
SILPRUF	Registered	73030106	21-Aug-1974	1035342	09-Mar-1976

Trademark	Status	Appl. No.	Filing Date	Reg. No.	Reg. Date
SILQUEST	Registered	74203015	13-Sep-1991	1833053	26-Apr-1994
SILQUEST	Registered	74609938	12-Dec-1994	1961675	12-Mar-1996
SILQUEST A-1100	Registered	75120526	12-Jun-1996	2055403	22-Apr-1997
SILQUEST A-171	Registered	75120527	12-Jun-1996	2055404	22-Apr-1997
SILQUEST A-174	Registered	75123151	21-Jun-1996	2055440	22-Apr-1997
SILQUEST A-187	Registered	75120539	12-Jun-1996	2055405	22-Apr-1997
SILSHIELD	Registered	87146313	22-Aug-2016	5170930	28-Mar-2017
SILSHINE	Registered	78250053	15-May-2003	2983914	09-Aug-2005
SILSOFT	Registered	73601017	27-May-1986	1418833	02-Dec-1986
SILTRUST	Registered	85607772	25-Apr-2012	4649572	02-Dec-2014
SILWET	Registered	73300486	09-Mar-1981	1244021	05-Jul-1983
SILWET L-77	Registered	74184430	12-Jul-1991	1719724	29-Sep-1992
SLAM	Registered	78377214	02-Mar-2004	3146300	19-Sep-2006
SNAPSIL	Registered	77448597	15-Apr-2008	3536721	25-Nov-2008
SOFTOUCH	Registered	75544604	28-Aug-1998	2400687	31-Oct-2000
SPUR+	Registered	85308380	29-Apr-2011	4053153	08-Nov-2011
STATSIL	Registered	77490148	03-Jun-2008	4142900	15-May-2012
TUHEL	Registered	73272752	04-Aug-1980	1244903	12-Jul-1983
ULTRAGLAZE	Registered	73619376	11-Sep-1986	1445813	07-Jul-1987
VELVESIL	Registered	76284788	09-Jul-2001	2738193	15-Jul-2003
VISCASIL	Registered	71662212	08-Mar-1954	619252	17-Jan-1956
WETLINK	Registered	76235878	04-Apr-2001	2623972	24-Sep-2002
XL-PEARL	Registered	75496766	05-Jul-1998	2388336	19-Sep-2000
E-FREE ¹	Registered	87431503	01-May-2017	5349864	05-Dec-2017

¹ This trademark is currently owned by the Borrower but is not considered by Borrower to be material to its business and therefore may not be renewed or maintained.

**Momentive Performance Materials Inc. (U.S.)
U.S. Trademark Applications**

Trademark	Status	Appl. No.	Filing Date
GEOCELL	Pending	97393318	03-May-2022
MYMOMENTIVE	Pending	97767121	25-Jan-2023