

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A.		04/24/2013	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	MOMENTIVE PERFORMANCE MATERIALS JAPAN LLC (f/k/a MOMENTIVE PERFORMANCE MATERIALS JAPAN GK)		
Street Address:	Akasaka Park Building, 5-2-20 Akasaka Minatu-ku		
City:	Tokyo		
State/Country:	JAPAN		
Postal Code:	107-6112		
Entity Type:	LIMITED LIABILITY COMPANY: JAPAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1998214	TOSPEARL	
CORRESPONDENCE DATA			
Fax Number:	8668265420		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
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Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		
ATTORNEY DOCKET NUMBER:	PAW1-38612		
DOMESTIC REPRESENTATIVE			

OP \$40.00 1998214

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Penelope J.A. Agodoa

Signature:

/pja/

Date:

04/29/2013

Total Attachments: 5
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of April 24, 2013 (this "Termination and Release"), from JPMORGAN CHASE BANK, N.A., as the administrative agent (the "Agent"), to MOMENTIVE PERFORMANCE MATERIALS JAPAN LLC (f/k/a MOMENTIVE PERFORMANCE MATERIALS JAPAN GK) (the "Pledgor").

WITNESSETH:

WHEREAS, pursuant to the Security Agreement dated as of December 4, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") among the Pledgor, certain of its affiliates as identified therein and the 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, the Security Interest was recorded in the Trademark Division of the United States Patent and Trademark Office on 07/01/2008 at Reel 3807 and Frame 0541;

WHEREAS, the Pledgor has requested that the Agent release the Agent's Security Interest in the Trademark Collateral and the Agent now desires to confirm the termination and release of the entirety of its Security Interest in the Trademark Collateral;

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 agrees as follows:

1. Definitions. The term "Trademark Collateral", as used herein, shall mean all of the Pledgor's right, title and interest in or to the Trademarks listed on Schedule A hereto. The term "Trademark", as used herein shall mean (a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all renewals thereof, (b) all goodwill associated therewith or symbolized thereby, (c) all claims for, and rights to sue for, past or future infringements of any of the foregoing and (d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

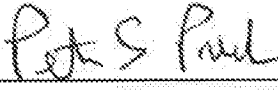
2. Confirmation of Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees, at the Pledgor's expense, 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.

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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, N.A.,
as Agent

By: 

Name: Peter S. Pradun
Title: Executive Director

[Signature Page to Termination and Release - Trademarks]

TRADEMARK
REEL: 005016 FRAME: 0264

Schedule A
Trademarks

Mark	Serial Number/ Filing Date	Registration Number/ Registration Date
TOSPEARL	74720944 08/25/1995	1998214 09/03/1996