

900422650 09/27/2017

TRADEMARK ASSIGNMENT COVER SHEET

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900422650

ETAS ID: TM444725

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MPM PRODUCTS USA INC.		09/20/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HSBC BANK PLC		
Street Address:	4 Hardman Square		
Internal Address:	2nd Floor		
City:	Manchester		
State/Country:	UNITED KINGDOM		
Postal Code:	M3 3EB		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5212766	APPLAWS	
Serial Number:	87182696	APPLAWS MIX IT UP!	
Serial Number:	87143017	REVEAL	
CORRESPONDENCE DATA			
Fax Number:	7037607777		
<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:	7037607360		
Email:	hcheng@mof.com		
Correspondent Name:	Hsiao-Ting Cheng		
Address Line 1:	1650 Tysons Boulevard, Suite 400		
Address Line 2:	Morrison & Foerster LLP		
Address Line 4:	McLean, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	12586-57		
NAME OF SUBMITTER:	Geoffrey R. Peck		
SIGNATURE:	/Geoffrey R. Peck/		
DATE SIGNED:	09/27/2017		
Total Attachments: 5			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement"), dated as of September 20, 2017, is made by and MPM PRODUCTS USA INC., a Delaware corporation (the "Company") in favor of HSBC BANK PLC, as administrative agent for the Secured Parties referred to below (in such capacity, the "Agent").

WHEREAS, MPM Topco Limited (the "Parent"), MPM Bidco Limited, the subsidiaries of the Parent party thereto, the Agent and certain other lenders are parties to the Facilities Agreement dated as of July 26, 2017, (as amended, modified, renewed or extended from time to time, the "Facilities Agreement").

WHEREAS, as a condition precedent to the borrowings and other extensions of credit under the Facilities Agreement, the Company has executed and delivered to the Agent, for itself and on behalf of and for the ratable benefit of the hedge counterparties party thereto (the "Secured Parties"), the Security Agreement dated as of July 24, 2017 (the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Company has granted to the Agent, for itself and on behalf of and for the ratable benefit of the other Secured Parties, a security interest in, among other property, certain intellectual property of the Company, and has agreed to execute and deliver this IP Security Agreement for recording with the United States Patent and Trademark Office.

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

1. Grant of Security. As security for the payment and performance of the Secured Obligations (as defined in the Security Agreement), the Company hereby grants to the Agent, for itself and on behalf of and for the ratable benefit of the other Secured Parties, a security interest in all of the Company's right, title and interest in, to and under the following (the "IP Collateral"):

(a) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names, applications and licenses as are described in Schedule 1), whether registered or unregistered and wherever registered (the "Trademarks");

(b) all rights to sue for past, present or future infringement or unconsented use of any of the Trademarks, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(c) the entire goodwill of, or associated with the businesses now or hereafter conducted by the Company connected with and symbolized by any of the Trademarks; and;

(d) all accounts, all other proprietary rights, all other intellectual or other similar property and all other general intangibles associated with or arising out of any of the Trademarks not otherwise described above.

2. Recordation. The Company authorizes the Commissioner for Trademarks to record and register this IP Security Agreement upon request by the Agent.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Agent with respect to the IP Collateral are as provided by the Facilities Agreement, the Security Agreement, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security 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 counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Company has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MPM PRODUCTS USA, INC.

By: [Signature]

9/20/2017

Name: JAMES BLACOWELL


Title: C.F.O.

Address for Notices:

MPM PRODUCTS LTD.
TRIDENT BUSINESS PARK
STYAL ROAD
MANCHESTER AIRPORT
M22 5KB

AGREED TO AND ACCEPTED:

HSBC BANK PLC, as administrative agent

By: 
Name: IAN SHEPHERD
Title: RELATIONSHIP DIRECTOR
Address for Notices: HSBC BANK PLC
2ND FLOOR
4 MAIDMAN SQUARE
MANCHESTER
M3 3EB

SCHEDULES

SCHEDULE 1

TRADEMARKS

Registered Trademarks

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
US	5212766	May 30, 2017	September 27, 2016	MPM Products Limited	APPLAWS

Pending Trademark Applications

<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
US	87182696 in Class 31	September 26, 2016	MPM Products Limited	APPLAWS MIX IT UP
US	87143017 in Class 31	August 18, 2016	MPM Products Limited	REVEAL