

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
PCCR USA, Inc.	05/31/2011

RECEIVING PARTY DATA

Name:	Wells Fargo Capital Finance, LLC
Street Address:	150 South Wacker Drive, Suite 2200
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606

PROPERTY NUMBERS Total: 14

Property Type	Number
Patent Number:	5539073
Patent Number:	5869590
Patent Number:	5891966
Patent Number:	5424365
Patent Number:	6174947
Patent Number:	6248843
Patent Number:	6255523
Patent Number:	6541595
Patent Number:	6284845
Patent Number:	5637654
Patent Number:	6911493
Patent Number:	6946509
Patent Number:	7256226
Application Number:	12542034

CORRESPONDENCE DATA

501549267

**PATENT
 REEL: 026363 FRAME: 0833**

OP \$560.00 5539073

Fax Number: (617)502-4041

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: rchase@choate.com

Correspondent Name: Rachel Chase

Address Line 1: Two International Place

Address Line 2: Choate, Hall & Stewart

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:

Rachel Chase

Total Attachments: 8

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 31st day of May, 2011, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company ("WFCF"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of May 31, 2011 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among PCCR USA, Inc., a Delaware corporation, as borrower ("Borrower"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Security Agreement, dated as of May 31, 2011 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Patent 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral");

(a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

7. CONSTRUCTION. This Patent Security Agreement is a Loan Document. Unless the context of this Patent Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Patent Security Agreement refer to this Patent Security Agreement as a whole and not to any particular provision of this Patent Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full

in cash or immediately available funds (or, (a) in the case of contingent reimbursement obligations with respect to Letters of Credit, providing Letter of Credit Collateralization, and (b) in the case of obligations with respect to Bank Products (other than Hedge Obligations), providing Bank Product Collateralization) of all of the Secured Obligations (including the payment of any termination amount then applicable (or which would or could become applicable as a result of the repayment of the other Secured Obligations) under Hedge Agreements provided by Hedge Providers) other than (i) unasserted contingent indemnification Secured Obligations, (ii) any Bank Product Obligations (other than Hedge Obligations) that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding without being required to be repaid or cash collateralized, and (iii) any Hedge Obligations that, at such time, are allowed by the applicable Hedge Provider to remain outstanding without being required to be repaid. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.

8. THE VALIDITY OF THIS PATENT SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

9. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS PATENT SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.

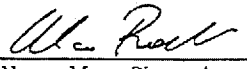
10. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS PATENT SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

PCCR USA, INC.,
a Delaware corporation

By: 
Name: Marco Pierettori
Title: Secretary

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE, LLC,
a Delaware limited liability company

By: _____
Name: Katherine Andersen
Title: Director

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

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a Delaware corporation

By: _____

Name: Marco Pierettori

Title: Secretary

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE, LLC,
a Delaware limited liability company

By:  _____

Name: Katherine Andersen

Title: Director

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

PATENT
REEL: 026363 FRAME: 0839

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

Country Name	Status	Filing Date	Issue Date	App No.	Pat No.
France	Granted	12-Apr-96	18-Aug-99	96911742.3	820478
Germany	Granted	12-Apr-96	18-Aug-99	96911742.3	69603840.4
Mexico	Granted	12-Apr-96	03-Jul-01	977883	202845
United Kingdom	Granted	12-Apr-96	18-Aug-99	96911742.3	0820478
United States of America	Granted	12-Apr-95	23-Jul-96	08/420550	5539073
United States of America	Granted	21-May-97	09-Feb-99	08/861430	5869590
United States of America	Granted	11-Dec-97	06-Apr-99	08/988567	5891966
United States of America	Granted	16-Mar-94	13-Jun-95	08/214076	5424365
United States of America	Granted	27-Jul-98	16-Jan-01	09/123105	6174947
Australia	Granted	09-Sep-99	18-Mar-04	59151/99	768278
Brazil	Granted	09-Sep-99	04-Nov-08	PI9913795-0	PI9913795-0
Canada	Granted	09-Sep-99	24-Nov-09	2344539	2344539
China (People's Republic)	Granted	09-Sep-99	23-Mar-05	99811081.7	99811081.7
Korea, Republic of	Granted	09-Sep-99	21-Nov-06	7003449/2001	650830
Mexico	Granted	09-Sep-99	16-Jun-05	2001002809	228536
Singapore	Granted	09-Sep-99	31-Jan-05	200101627-8	79729
South Africa	Granted	09-Sep-99	28-Aug-02	2001/2127	2001/2127
United States of America	Granted	18-Sep-98	19-Jun-01	09/156050	6248843
Australia	Granted	09-Sep-99	13-Mar-04	58185/99	769617
Brazil	Published	09-Sep-99		PI9913799-2	
China (People's Republic)	Granted	09-Sep-99	26-Dec-07	99811080.9	100357247C
Korea, Republic of	Granted	09-Sep-99	21-Nov-06	7003448/2001	650829
Mexico	Granted	09-Sep-99	16-Jun-05	2001002808	228537
Singapore	Granted	09-Sep-99	30-Apr-04	200101626-0	79728
South Africa	Granted	09-Sep-99	28-Aug-02	2001/2125	2001/2125

Country Name	Status	Filing Date	Issue Date	App No	Pat No
United States of America	Granted	18-Sep-98	03-Jul-01	09/156254	6255523
United States of America	Granted	29-May-01	01-Apr-03	09/867269	6541595
Austria	Granted	02-Jun-97	09-Mar-05	97929767.8	0918810
Belgium	Granted	02-Jun-97	09-Mar-05	97929767.8	0918810
Canada	Granted	02-Jun-97	09-Oct-08	2263120	5483926
Denmark	Granted	02-Jun-97	09-Mar-05	97929767.8	0918810
Finland	Granted	02-Jun-97	09-Mar-05	97929767.8	0918810
France	Granted	02-Jun-97	09-Mar-05	97929767.8	0918810
Germany	Granted	02-Jun-97	09-Mar-05	97929767.8	69732704.3-08
India	Granted	04-Jun-97	02-Jul-07	1190/MAS/1997	207908
Indonesia	Granted	09-Jun-97	31-Dec-02	P971968	ID0009616
Italy	Granted	02-Jun-97	09-Mar-05	97929767.8	0918810
Malaysia	Granted	09-Jun-97	31-Jul-06	PI97002556	MY-124913-A
Mexico	Granted	02-Jun-97	19-Nov-02	991471	211469
Netherlands	Granted	02-Jun-97	09-Mar-05	97929767.8	0918810
Portugal	Granted	02-Jun-97	09-Mar-05	97929767.8	0918810
Spain	Granted	02-Jun-97	09-Mar-05	97929767.8	0918810
Sweden	Granted	02-Jun-97	09-Mar-05	97929767.8	0918810
Switzerland	Granted	02-Jun-97	09-Mar-05	97929767.8	0918810
Thailand	Granted	09-Jun-97	27-Aug-07	037792	22449
Thailand	Granted	13-Sep-96	22-May-07	033224	21912
United Kingdom	Granted	02-Jun-97	09-Mar-05	97929767.8	0918810
United States of America	Granted	16-Sep-99	04-Sep-01	09/242380	6284845
United States of America	Granted	12-Aug-96	10-Jun-97	08/700764	5637654
Belgium	Granted	03-Apr-03	25-Jan-06	03746605.9	1495082
Brazil	Pending	24-Aug-04		PI0307941-4	
China (People's Republic)	Granted	03-Apr-03	21-Jan-09	03807978.X	ZL03807978.X
France	Granted	03-Apr-03	25-Jan-06	03746605.9	1495082

Country Name	Status	Filing Date	Issue Date	App No	Pat No
Germany	Granted	03-Apr-03	25-Jan-06	03746605.9	60303380.6-08
Italy	Granted	03-Apr-03	25-Jan-06	03746605.9	1495082
Mexico	Granted	03-Apr-03	17-Nov-06	2004009776	242110
Netherlands	Granted	03-Apr-03	25-Jan-06	03746605.9	1495082
Spain	Granted	03-Apr-03	25-Jan-06	03746605.9	1495082
Sweden	Granted	03-Apr-03	25-Jan-06	03746605.9	1495082
United Kingdom	Granted	03-Apr-03	25-Jan-06	03746605.9	1495082
United States of America	Granted	12-Apr-02	28-Jun-05	10/121927	6911493
Canada	Granted	11-Sep-03	24-Mar-09	2499323	2499323
Mexico	Granted	28-Mar-05	11-Apr-08	2005/003020	256212
United States of America	Granted	31-Jan-03	20-Sep-05	10/356286	6946509
Canada	Granted	09-Mar-05	10-Nov-09	2559440	2559440
Mexico	Granted	09-Mar-05	02-Sep-08	2006/009856	260131
Patent Cooperation Treaty	Published	09-Mar-05		US05/008042	
United States of America	Granted	15-Mar-04	14-Aug-07	10/800841	7256226
Patent Cooperation Treaty	Pending	03-Jun-10		PCT/US2010/37201	
United States of America	Pending	17-Aug-09		12/542034	

Patent Licenses

1. Patent License Agreement dated May 31, 2011, between PCCR USA, Inc. and Momentive Specialty Chemicals Inc.
2. License Agreement dated February 1, 2008, between Japan U-Pica Co., Ltd. and Hexion Specialty Chemicals, Inc.
3. Sublicense Agreement dated May 31, 2011, between PCCR USA, Inc. and Momentive Specialty Chemicals Inc.