

PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

EPAS ID: PAT5456339

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY INTEREST ASSIGNMENT AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
WILMINGTON TRUST, NATIONAL ASSOCIATION, AS THE PRIOR COLLATERAL AGENT	03/29/2019
RECEIVING PARTY DATA	
Name:	WILMINGTON SAVINGS FUND SOCIETY, FSB, AS THE CURRENT COLLATERAL AGENT
Street Address:	500 DELAWARE AVENUE
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19801
PROPERTY NUMBERS Total: 191	
Property Type	Number
Patent Number:	8143335
Patent Number:	8026300
Patent Number:	7450053
Patent Number:	7598898
Patent Number:	9062202
Patent Number:	7624802
Patent Number:	9096790
Patent Number:	8354939
Patent Number:	8088881
Patent Number:	8729282
Patent Number:	9199951
Patent Number:	8741430
Patent Number:	8354475
Patent Number:	8096355
Patent Number:	8802873
Patent Number:	9227947
Patent Number:	8791195
Patent Number:	7933718
Patent Number:	8392120

PATENT

Property Type	Number
Patent Number:	8076006
Patent Number:	8343634
Patent Number:	8802872
Patent Number:	8240383
Patent Number:	8586704
Patent Number:	8580871
Patent Number:	9234077
Patent Number:	9234116
Patent Number:	8404040
Patent Number:	8173745
Patent Number:	8445590
Patent Number:	8796391
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Patent Number:	9145378
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Patent Number:	8932401
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Patent Number:	9464152
Patent Number:	9550894
Patent Number:	8980774
Patent Number:	8822123
Patent Number:	9353208
Patent Number:	9453098
Patent Number:	9499692
Patent Number:	9404014
Patent Number:	9388269
Patent Number:	9217046
Patent Number:	9499672
Patent Number:	9550912
Patent Number:	9574152
Patent Number:	9404025
Patent Number:	5880297
Patent Number:	6136991
Patent Number:	6342615
Patent Number:	7726397

Property Type	Number
Patent Number:	8129318
Patent Number:	9243491
Patent Number:	6582819
Patent Number:	6632527
Patent Number:	6406789
Patent Number:	7919183
Patent Number:	8227026
Patent Number:	7153575
Patent Number:	7270879
Patent Number:	7424911
Patent Number:	6133403
Patent Number:	6316583
Patent Number:	6201094
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Patent Number:	6001950
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Patent Number:	6232399
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Patent Number:	6498883
Patent Number:	7238386
Patent Number:	6150492
Patent Number:	6132549

Property Type	Number
Patent Number:	6306241
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Patent Number:	6572804
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Patent Number:	7473713
Patent Number:	7696253
Patent Number:	7473712
Patent Number:	7488383
Patent Number:	7563826
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Patent Number:	7737297
Patent Number:	7960493
Patent Number:	6881799
Patent Number:	6677426
Patent Number:	7151192
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Patent Number:	6143809
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Patent Number:	6573357

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Patent Number:	6307095
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Patent Number:	6015873
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Patent Number:	6372295
Patent Number:	6515047
Patent Number:	6906425
Patent Number:	7001938
Patent Number:	7592067
Patent Number:	6232411
Application Number:	14713950
Application Number:	15356205
Application Number:	13131217
Application Number:	13692376
Application Number:	12642420
Application Number:	14973265
Application Number:	13160964
Application Number:	15060411
Application Number:	13805081
Application Number:	13627907
Application Number:	13880604
Application Number:	13997309
Application Number:	13997413
Application Number:	14989361
Application Number:	14116871
Application Number:	13588738
Application Number:	14352238
Application Number:	14352247

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Application Number:	14352258
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Application Number:	15336503
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Application Number:	14642285
Application Number:	62110068
Application Number:	14808498
Application Number:	62235158
Application Number:	14968488
Application Number:	15381554
Application Number:	14863054
Application Number:	14831586
Application Number:	15335693
Application Number:	15349650
Application Number:	62353444
Application Number:	62324757
Application Number:	62364631
Application Number:	62394609

CORRESPONDENCE DATA

Fax Number: (212)836-6337

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: 2128367319

Email: paul.somelofske@arnoldporter.com

Correspondent Name: PAUL J. SOMELOFSKE

Address Line 1: C/O ARNOLD & PORTER KAYE SCHOLER LLP

Address Line 2: 250 WEST 50TH STREET

Address Line 4: NEW YORK, NEW YORK 10019-9710

ATTORNEY DOCKET NUMBER:	1066516-00007-05948
NAME OF SUBMITTER:	PAUL J. SOMELOFSKE
SIGNATURE:	/Paul J. Somelofske/
DATE SIGNED:	04/03/2019

Total Attachments: 10

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**PATENT SECURITY INTEREST ASSIGNMENT
AGREEMENT**

THIS PATENT SECURITY INTEREST ASSIGNMENT AGREEMENT (this “Agreement”) is made and entered into as of this 29th day of March, 2019, by WILMINGTON TRUST, NATIONAL ASSOCIATION, as the prior collateral agent (in such capacity, “Assignor”), in favor of WILMINGTON SAVINGS FUND SOCIETY, FSB, as the current collateral agent (in such capacity, “Assignee”).

W I T N E S S E T H

WHEREAS, Assignor is party to the Collateral Agreement, dated as of February 8, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among Hexion Inc., a New Jersey corporation (“Hexion”), Hexion Investments Inc., a Delaware corporation (“Hexion Investments” and collectively with Hexion, the “Pledgors”), the other subsidiaries of Hexion party thereto and Assignor;

WHEREAS, pursuant to the Security Agreement, each Pledgor has granted to Assignor, its successors and assigns, for the ratable benefit of the Secured Parties (as defined in the Security Agreement), a security interest in all right, title and interest in or to any and all Patents (as defined in the Security Agreement) then owned or at any time thereafter acquired by such Pledgor or in which such Pledgor then had or at any time thereafter may acquire any right, title or interest, including those listed on Schedule I annexed hereto and made a part hereof (collectively, the “Patent Collateral”);

WHEREAS, that certain Patent Security Agreement (the “Patent Security Agreement”) with respect to the security interest granted by each Pledgor under the Security Agreement in the Patent Collateral, was recorded with the United States Patent and Trademark Office on February 13, 2017 on Reel 041693 / Frame 0888;

WHEREAS, pursuant to that certain Agreement of Resignation, Appointment and Acceptance, dated as of March 29, 2019, among Assignor, Assignee and Hexion, Assignee has assumed and succeeded to all of the rights, powers, discretions, privileges and duties of Assignor as collateral agent under the Indenture and the Security Documents (as defined in the Indenture); and

WHEREAS, Assignor and Assignee desire to enter into this Agreement to evidence the assignment by Assignor to Assignee of all of Assignor’s right, title and interest under the Security Agreement and the Patent Security Agreement, including, without limitation, Assignor’s security interest in, and lien on, the Patent Collateral.

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

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement.

2. Assignment. Assignor does hereby transfer, assign, grant and convey to Assignee all of its right, title and interest in and to the Security Agreement and the Patent Security Agreement, including, without limitation, its security interest in, and lien on, the Patent Collateral, and Assignee does hereby accept and assume all of such right, title, interest, security interests and liens.

3. Acknowledgment of Pledgors. Each Pledgor hereby (i) confirms its grant to Assignee of a security interest in, and lien on, the Patent Collateral to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations and (ii) acknowledges and affirms that the rights and remedies of Assignee with respect to its security interest in, and lien on, the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

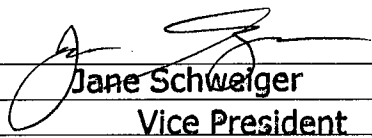
5. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

ASSIGNOR:

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as the prior collateral agent

By: 
Name: Jane Schweiger
Title: Vice President

ASSIGNEE:

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as the current collateral agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

ASSIGNOR:

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as the prior collateral agent

By: _____
Name: _____
Title: _____

ASSIGNEE:

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as the current collateral agent

By: *[Signature]*
Name: HALEY H. HARRIS
Title: TRUST OFFICER

ACKNOWLEDGED AND AGREED:

HEXION INC.

By: 

Name: Douglas A. Johns

Title: EVP, General Counsel

Secretary

SCHEDULE I
TO
PATENT SECURITY INTEREST ASSIGNMENT AGREEMENT

Patents

App. No.	File Date	Patent No.	Issue Date
12/135813	09-Jun-08	8143335	27-Mar-12
12/226159	09-Oct-08	8026300	27-Sep-11
11/520234	13-Sep-06	7450053	11-Nov-08
11/520229	13-Sep-06	7598898	06-Oct-09
14/713950	15-May-15	N/A	N/A
12/037231	26-Feb-08	9062202	23-Jun-15
11/726573	22-Mar-07	7624802	01-Dec-09
12/605990	26-Oct-09	9096790	04-Aug-15
15/356205	18-Nov-16	N/A	N/A
12/088544	12-Sep-07	8354939	15-Jan-13
12/145871	25-Jun-08	8088881	03-Jan-12
13/056793	31-Jan-11	8729282	20-May-14
14/223794	24-Mar-14	9199951	01-Dec-15
12/145667	25-Jun-08	8741430	03-Jun-14
12/740169	28-Apr-10	8354475	15-Jan-13
13/131217	25-May-11	N/A	N/A
12/436217	06-May-09	8096355	17-Jan-12
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14/285124	22-May-14	9227947	05-Jan-16
12/713791	26-Feb-10	8791195	29-Jul-14
12/268856	11-Nov-08	7933718	26-Apr-11
13/093296	25-Apr-11	8392120	05-Mar-13
12/360655	27-Jan-09	8076006	13-Dec-11
12/687491	14-Jan-10	8343634	01-Jan-13
13/692376	03-Dec-12	N/A	N/A
13/377470	04-Jan-12	8802872	12-Aug-14
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14/061002	23-Oct-13	9234116	12-Jan-16
12/498481	07-Jul-09	8404040	26-Mar-13
12/639726	16-Dec-09	8173745	08-May-12
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12/642343	18-Dec-09	8796391	05-Aug-14
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13/574693	23-Jul-12	9174955	03-Nov-15

App. No.	File Date	Patent No.	Issue Date
13/574704	23-Jul-12	9145378	29-Sep-15
13/580568	22-Aug-12	9221959	29-Dec-15
12/858096	17-Aug-10	9249251	02-Feb-16
14/973265	17-Dec-15	N/A	N/A
13/160964	15-Jun-11	N/A	N/A
15/060411	03-Mar-16	N/A	N/A
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13/627907	26-Sep-12	N/A	N/A
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14/352238	16-Apr-14	N/A	N/A
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14/260142	23-Apr-14	9453098 B2	27-Sep-16
14/275093	12-May-14	9499692	22-Nov-16
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14/648885	01-Jun-15	N/A	N/A
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App. No.	File Date	Patent No.	Issue Date
14/863054	23-Sep-15	N/A	N/A
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62/394609	14-Sep-16	N/A	N/A
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App. No.	File Date	Patent No.	Issue Date
09/116922	17-Jul-98	6143809	07-Nov-00
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