

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Momentive Specialty Chemicals Inc.		06/30/2012	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	P.O. Box 2558		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77252		
Entity Type:	A National Banking Association of the US: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85588916	FINES-STA	
CORRESPONDENCE DATA			
Fax Number:	8772455951		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2813253368		
Email:	lisa.jones@momentive.com		
Correspondent Name:	Momentive Specialty Chemicals Inc.		
Address Line 1:	12650 Directors Drive, Suite 100		
Address Line 2:	Attn: Lisa Kimes Jones		
Address Line 4:	Stafford, TEXAS 77477		
ATTORNEY DOCKET NUMBER:	2012 2Q JPMORGAN TM		
NAME OF SUBMITTER:	Lisa Kimes Jones		
Signature:	/Lisa Kimes Jones/		

CH \$40.00 85588916

Date:

07/25/2012

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT, dated as of June 30, 2012, between MOMENTIVE SPECIALTY CHEMICALS INC. (formerly known as Hexion Specialty Chemicals, Inc.), a New Jersey corporation (the "Pledgor") and JPMORGAN CHASE BANK, N.A., as Applicable First Lien Representative (the "Applicable First Lien Representative").

Reference is made to the Third Amended and Restated Collateral Agreement dated as of January 29, 2010 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Momentive Specialty Chemicals Holdings LLC (f/k/a/Hexion LLC) ("Holdings"), Momentive Specialty Chemicals Inc. ("MSC"), each subsidiary of MSC identified therein and the Applicable First Lien Representative, as supplemented by the Additional Secured Party Consent, dated March 14, 2012, among Holdings, MSC, each subsidiary of MSC identified therein, JPMorgan Chase Bank, N.A. ("JPM"), as Applicable First Lien Representative and collateral agent, and Wilmington Trust, National Association ("WTNA"), as trustee and as Authorized Representative for the holders of the 6.625% first-priority senior secured notes due 2020 (the "First-Lien Notes"). MSC and/or its subsidiaries have been extended credit subject to the terms and conditions set forth in the Third Amended and Restated Credit Agreement dated as of January 29, 2010 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") and the Indenture, dated March 14, 2012 (as amended, supplemented or otherwise modified from time to time, the "Indenture"), among Hexion U.S. Finance Corp., MSC, the other subsidiaries of MSC party thereto (the "Indenture Subsidiary Parties") and WTNA, as Trustee, in respect of the First-Lien Notes. The obligations of the Lenders under the Credit Agreement to extend such credit are conditioned upon, and the terms of the Indenture require, among other things, the execution and delivery of this Agreement. Holdings and the Subsidiary Parties are affiliates of MSC, will derive substantial benefits from the extension of credit to MSC and its subsidiaries pursuant to the Credit Agreement and the First-Lien Notes and are willing to execute and deliver this Agreement in order to induce and as a requirement of such extensions of credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Pledgor, pursuant to the Security Agreement, did and hereby does grant to the Applicable First Lien Representative, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Pledgor or in which the Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, 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 and recordings thereof, 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 extensions or renewals thereof, including those listed on Schedule I (the "Trademarks"); and

(b) all goodwill associated with or symbolized by the Trademarks.

SECTION 3. Security Agreement. The security interests granted to the Applicable First Lien Representative herein are granted in furtherance, and not in limitation of, the security interests granted to the Applicable First Lien Representative pursuant to the Security Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Applicable First Lien Representative with respect to the Trademark 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. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MOMENTIVE SPECIALTY CHEMICALS INC.,

By




Name: Ellen. G. Berndt

Title: Vice President & Corporate Secretary

JPMORGAN CHASE BANK, N.A., as
Applicable First Lien Representative,

By



Name:

Title:

Peter S. Produn
Executive Director

Schedule I
Trademark Applications

See Attachment.

Schedule I

US Trademark applications filed in the name of Momentive Specialty Chemicals Inc. 2Q 2012

Trademark	Application No	Filing Date
FINES-STA	85588916	04-Apr-12