

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HEXION SPECIALTY CHEMICALS, INC.		06/30/2010	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST FSB, as Collateral Agent		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Federal Savings Bank: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85058436	AQUABOND	
Serial Number:	85025987	ROBUST	
CORRESPONDENCE DATA			
Fax Number:	(213)430-6407		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(213) 430-8308		
Email:	sgordon@omm.com		
Correspondent Name:	Shari L. Gordon		
Address Line 1:	400 S. Hope Street		
Address Line 2:	18th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071-2899		
ATTORNEY DOCKET NUMBER:	379,615-41		
NAME OF SUBMITTER:	Shari L. Gordon		

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**TRADEMARK
 REEL: 004286 FRAME: 0571**

Signature:	/Shari L. Gordon/
Date:	09/29/2010
Total Attachments: 7 source=Wilmington Trust FSB_06 30 2010#page1.tif source=Wilmington Trust FSB_06 30 2010#page2.tif source=Wilmington Trust FSB_06 30 2010#page3.tif source=Wilmington Trust FSB_06 30 2010#page4.tif source=Wilmington Trust FSB_06 30 2010#page5.tif source=Wilmington Trust FSB_06 30 2010#page6.tif source=Wilmington Trust FSB_06 30 2010#page7.tif	

TRADEMARK SECURITY AGREEMENT, dated as of June 30, 2010, among HEXION SPECIALTY CHEMICALS, INC., a New Jersey corporation (the "Parent"), the subsidiaries of the Parent party hereto (each, including the Parent, a "Grantor" and collectively the "Grantors"), and WILMINGTON TRUST FSB, as Collateral Agent (the "Collateral Agent").

Reference is made to the Collateral Agreement dated as of January 29, 2010 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Parent, each subsidiary of the Parent listed therein and the Collateral Agent. Each Grantor and Wilmington Trust FSB has entered into the Indenture dated as of January 29, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Indenture"), among Hexion Finance Escrow LLC and Hexion Escrow Corporation, as issuers, the other parties from time to time party thereto, and Wilmington Trust FSB, as trustee, pursuant to a supplemental indenture, dated as of January 29, 2010, by Hexion U.S. Finance Corp. and Hexion Nova Scotia Finance, ULC, as issuers, the guarantors party thereto, and Wilmington Trust FSB, as trustee. Each Grantor is executing and delivering this Agreement pursuant to the terms of the Indenture to induce potential investors to purchase the securities.

The subsidiary parties are affiliates of the Parent, will derive substantial benefits from the sale of the securities and are willing to execute and deliver this Agreement in order to induce the potential investors to purchase the securities. 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. 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, each Pledgor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, 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 such Pledgor or in which such 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 Collateral Agent herein are granted in furtherance and not in limitation of the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

HEXION SPECIALTY CHEMICALS,
INC.,

By *Ellen G. Berndt*

Name: Ellen G. Berndt
Title: Vice President and Secretary

BORDEN CHEMICAL FOUNDRY, LLC,

By *Ellen G. Berndt*

Name: Ellen G. Berndt
Title: Vice President and Secretary

BORDEN CHEMICAL INVESTMENTS,
INC.,

By *Ellen G. Berndt*

Name: Ellen G. Berndt
Title: Vice President and Secretary

HEXION U.S. FINANCE CORP.,

By *Ellen G. Berndt*

Name: Ellen G. Berndt
Title: Vice President and Secretary

HSC CAPITAL CORPORATION,

By 

Name: Ellen G. Berndt
Title: Vice President and Secretary

LAWTER INTERNATIONAL INC.,

By 

Name: Ellen G. Berndt
Title: Vice President and Secretary

BORDEN CHEMICAL
INTERNATIONAL, INC.,

By 

Name: Ellen G. Berndt
Title: Vice President and Secretary

OILFIELD TECHNOLOGY GROUP, INC.,

by 

Name: Ellen G. Berndt
Title: Vice President and Secretary

HEXION CI HOLDING COMPANY
(CHINA) LLC

by 

Name: Ellen G. Berndt
Title: Vice President and Secretary

WILMINGTON TRUST FSB, as
Collateral Agent,

By


Name: Jane Schweiger
Title: Vice President

Schedule I

See Attachment.

Thursday, July 01, 2010

Trademark List (by Trademark)

Page: 1 of 1

Trademark	Case Number: Country	Sub Case	Case Type	Application No. Filing Date	Registration No. Registration Date	Status Next Renewal
AQUABOND	AQUABOND United States of America		ORD	85058436 09-Jun-2010		Pending
	<u>Class(es):</u>					
	<u>Owner:</u> Hexion Specialty Chemicals, Inc.				<u>Attorneys:</u>	
	<u>Division:</u> Performance Products - Oil Technologies				<u>Division Ref:</u>	
	<u>Agent:</u>				<u>Agent Reference:</u>	
ROBUST	ROBUST United States of America		ORD	85025987 29-Apr-2010		Pending
	<u>Class(es):</u>					
	<u>Owner:</u> Hexion Specialty Chemicals, Inc.				<u>Attorneys:</u>	
	<u>Division:</u>				<u>Division Ref:</u>	
	<u>Agent:</u>				<u>Agent Reference:</u>	