#### 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                |
|------|---|----------------|----------------------------|
|      | FORMERLY Hexion Specialty Chemicals, Inc. | 106/30/2012    | CORPORATION: NEW<br>JERSEY |

# **RECEIVING PARTY DATA**

| Name:           | Wilmington Trust Company, as Collateral Agent |  |
|-----------------|---|--|
| Street Address: | 1100 North Market Street                      |  |
| City:           | Wilmington                                    |  |
| State/Country:  | DELAWARE                                      |  |
| Postal Code:    | 19890   |  |
| Entity Type:    | CORPORATION: DELAWARE                         |  |

# PROPERTY NUMBERS Total: 1

| Property Type  | Number   | Word Mark |
|----------------|----------|-----------|
| Serial Number: | 85588916 | FINES-STA |

### **CORRESPONDENCE DATA**

**Fax Number**: 8772455951

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

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: | #2 WTC TM Q2 2012  |
|-------------------------|--------------------|
| NAME OF SUBMITTER:      | Lisa Kimes Jones   |
| Signature:              | /Lisa Kimes Jones/ |
|                         | TRADEMARK          |

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| Date:  | 08/20/2012                          |
|--|-------------------------------------|
| Total Attachments: 7 source=WTC TM Q2 2012_Fully signed#4# | page2.tif<br>page3.tif<br>page4.tif |
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TRADEMARK REEL: 004845 FRAME: 0526 TRADEMARK SECURITY AGREEMENT, dated as of June 30, 2012, among MOMENTIVE SPECIALTY CHEMICALS, INC. (formerly known as 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 Company, as Collateral Agent (the "Collateral Agent").

Reference is made to the Collateral Agreement dated as of November 3, 2006 (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 Company has entered into the Indenture dated as of November 3, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Indenture"), among Hexion U.S. Finance Corp. and Hexion Nova Scotia Finance, ULC, as issuers, the Guarantors named therein, and Wilmington Trust Company, 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. <u>Terms.</u> 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

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(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.

> MOMENTIVE SPECIALTY CHEMICALS INC.,

By Ellew &Bernd

Name: Ellen, G. Berndt

Title: Vice President and Secretary

BORDEN CHEMICAL FOUNDRY, LLC,

Ву

Ellew / Bernoll

Name: Ellen, G. Berndt

Title: Vice President and Secretary

MOMENTIVE SPECIALTY CHEMICALS INVESTMENTS INC. (formerly known as Borden Chemical Investments, Inc.),

By

Ellen & Sernal

Name: Ellen, G. Berndt

Title: Vice President and Secretary

HEXION U.S. FINANCE CORP.,

Ву

Name: Ellen. G. Berndt

Title: Vice President and Secretary

Ellew Brud

HEXION NOVA SCOTIA FINANCE, ULC,

TitlMce President - Treasurer

HSC CAPITAL CORPORATION,

By Ellew & Berndy

Name: Ellen. G. Berndt

Title: Vice President and Secretary

LAWTER INTERNATIONAL INC.,

Ву

Name: Ellen, G. Berndt

Title: Vice President and Secretary

Ellew HoBerndt

MOMENTIVE INTERNATIONAL INC. (formerly known as Borden Chemical International, Inc.),

By

Di G B G

Name: Ellen. G. Berndt

Title: Vice President and Secretary

Ellew BBernett

OILFIELD TECHNOLOGY GROUP, INC.,

by

Ellew BBerndt

Name: Ellen. G. Berndt

Title: Vice President and Secretary

MOMENTIVE CI HOLDING COMPANY (CHINA) LLC (formerly known as Hexion CI Holding Company (China) LLC

by

Ellew Bornd

Name: Ellen, G. Berndt

Title: Vice President and Secretary

WILMINGTON TRUST COMPANY, as Collateral Agent,

Ву

Name:

Title:

Joshua C. Jones Financial Services Officer

| See Attachment. |  |
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Schedule I

JATreasury-Finance- MSC Notices & Certificates NVTC TM Agmt-Form-2006 Agmt.doc

TRADEMARK REEL: 004845 FRAME: 0532

# 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   |

TRADEMARK REEL: 004845 FRAME: 0533

**RECORDED: 08/20/2012**