

04/08/2013



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TRADEMARKS ONE

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

Form PTO-1594 (Rev. 01-09)
Collection 0651-0027 (exp. 02/28/2008)

RE

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

4-3-13

1. Name of conveying party(ies):

Momentive Performance Materials Inc.
22 Corporate Woods Blvd.,
Albany, New York 12211

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) NOVEMBER 16, 2012

- Assignment
- Security Agreement
- Other Trademark Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: The Bank of New York Mellon Trust Company, N.A.

Internal

Address: 38th Floor

Street Address: 525 William Penn Place

City: Pittsburgh

State: PA

Country: USA Zip: 15259

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See attached schedule "Momentive Performance Materials Inc. (U.S.) U.S. Trademark Applications as of September 30, 2012"

B. Trademark Registration No.(s)

See attached schedule "Momentive Performance Materials Inc. (U.S.) U.S. Trademark Registrations"

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Thomas Fahey

Internal Address: Team Leader, DC IP & Embassy

Street Address: 1100 G Street, N.W.

City: Washington

State: DC Zip: 20005

Phone Number: (202) 370-4761

Fax Number: (800) 494-7512

Email Address: tfahey@nationaldrp.com

6. Total number of applications and registrations involved:

108

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 2,715.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

04/09/2013 KNGUYEN1 00000026 3603828

Deposit Account Number 48.00

Authorized User Name 02 FC:8522 2675.00

9. Signature:

Katherine Stewart
Signature

November 16, 2012

Date

Katherine Stewart

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

17

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**Momentive Performance Materials Inc. (U.S.)
U.S. Trademark Registrations as of September 30, 2012**

| Trademark | Registration Date | Registration Number | Status |
|---|--------------------------|----------------------------|---------------|
| ACEBA | 7-Apr-2009 | 3603828 | Registered |
| ADDISIL | 23-Jul-2002 | 2596803 | Registered |
| AGROSPRED | 22-Jul-2010 | 3807521 | Registered |
| A-LINK | 17-Sep-2002 | 2620433 | Registered |
| ANCHORSIL | 1-Aug-2006 | 3124439 | Registered |
| ANCHORSIL 2000 | 27-Jun-2006 | 3110096 | Registered |
| BIOSEAL | 20-Nov-2007 | 3340996 | Registered |
| BORALECTRIC | 28-Jul-1992 | 1703088 | Registered |
| BORALLOY | 28-Jan-1964 | 763741 | Registered |
| CAULK SINGLES | 11-Aug-2009 | 3665551 | Registered |
| CAULK-IT | 15-Mar-2005 | 2934012 | Registered |
| CAULK-IT | 14-Oct-2008 | 3518240 | Registered |
| COATOSIL | 27-Nov-2007 | 3343368 | Registered |
| COOLFLOW | 31-Mar-2009 | 3598983 | Registered |
| ELEMENT 14 | 2-Nov-2010 | 3871578 | Registered |
| FLEXIBLE SOLUTIONS TO CONCRETE PROBLEMS | 19-Mar-1985 | 1325293 | Registered |
| FORMASIL | 14-Oct-2008 | 3518108 | Registered |
| GEOLITE | 18-Aug-1992 | 1709051 | Registered |
| GET YOUR GROOV ON | 17-Jan-2012 | 4088474 | Registered |
| GROOV | 15-Mar-2011 | 3932240 | Registered |
| HYDROSTABLE | 13-Jan-2009 | 3562573 | Registered |
| I21 | 10-Apr-2007 | 3226622 | Registered |
| INVISISIL | 23-Jan-2007 | 3202594 | Registered |
| LAST-O-COAT | 19-Feb-1985 | 1320264 | Registered |
| LIGHTHOUSE LOGO | 17-Dec-1996 | 2023532 | Registered |
| LIGHTHOUSE PRODUCTS | 17-Dec-1996 | 2023572 | Registered |

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|------------------------------|-------------------|---------------------|------------|
| LIM | 7-Sep-1982 | 1206856 | Registered |
| MAGNASOFT | 29-Apr-1986 | 1391240 | Registered |
| MAGNASOFT DERMA | 27-Jun-2006 | 3110210 | Registered |
| MAGNASOFT PRIME | 10-May-2005 | 2948811 | Registered |
| MAGNASOFT SILQ | 9-Aug-2011 | 4009908 | Registered |
| MAX 3500 | 27-Oct-1998 | 2200557 | Registered |
| MAX 5000 | 27-Oct-1998 | 2200558 | Registered |
| MD & House Design (New Form) | 9-Aug-2011 | 4008557 | Registered |
| M-D AND HOUSE Design | 17-Feb-1998 | 2136538 | Registered |
| M-D AND HOUSE DESIGN | 1-Feb-2000 | 2312957 | Registered |
| MOMENTIVE | 1-Feb-2011 | 3915197 | Registered |
| NAIL NO MORE | 12-Jan-1993 | 1745397 | Registered |
| NIAX | 23-Nov-1965 | 798993 | Registered |
| NUDRY | 28-Oct-1997 | 2109037 | Registered |
| NUWET | 5-Mar-1996 | 1960872 | Registered |
| NXT | 10-Jun-2003 | 2725572 | Registered |
| NXT LOWV | 11-Nov-2008 | 3532491 | Registered |
| NXT Z | 25-May-2010 | 3795080 | Registered |
| OMBRELLA | 3-Feb-1998 | 2134455 | Registered |
| PEARLENE | 24-Oct-2006 | 3162974 | Registered |
| PENSIL | 5-Feb-1985 | 1317483 | Registered |
| POLARTHERM | 6-Jan-1998 | 2126905 | Registered |
| Q COAT | 2-Jan-2001 | 2417864 | Registered |
| RAPIDSTRENGTH | 14-Nov-2006 | 3172063 | Registered |
| SAG | 25-Aug-1959 | 683846 | Registered |
| SAGTEX | 13-Oct-1998 | 2195739 | Registered |
| SAGTEX PHD | 19-Aug-2008 | 3490108 | Registered |
| SCS1200 | 1-Nov-2011 | 4049927 | Registered |
| SEALDRI | 30-Jan-2001 | 2424510 | Registered |
| SF1154 | 27-Aug-1985 | 1356085 | Registered |

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| SIDEGUARD | 2-Dec-2008 | 3541907 | Registered |
| SILBLOCK | 17-Apr-2007 | 3231138 | Registered |
| SILBREAK | 14-Mar-2006 | 3068526 | Registered |
| SILCAT | 14-May-1985 | 1334957 | Registered |
| SILCOOL | 20-Jun-2006 | 3107678 | Registered |
| SILCOOL | 24-Jul-2007 | 3269196 | Registered |
| SILFORCE | 16-Nov-2010 | 3877220 | Registered |
| SILFORM | 15-Jun-2010 | 3804892 | Registered |
| SILGRIP | 9-Sep-1975 | 1019759 | Registered |
| SILICONE 1 | 12-Dec-2006 | 3184892 | Registered |
| SILICONE II | 12-Jun-2005 | 2966422 | Registered |
| SILMATE | 27-Dec-1983 | 1262096 | Registered |
| SILPLUS | 1-Jun-1993 | 1773956 | Registered |
| SILPRUF | 9-Mar-1976 | 1035342 | Registered |
| SILQUEST | 12-Mar-1996 | 1961675 | Registered |
| SILQUEST | 26-Apr-1994 | 1833053 | Registered |
| SILQUEST A-1100 | 22-Apr-1997 | 2055403 | Registered |
| SILQUEST A-171 | 22-Apr-1997 | 2055404 | Registered |
| SILQUEST A-174 | 22-Apr-1997 | 2055440 | Registered |
| SILQUEST A-187 | 22-Apr-1997 | 2055405 | Registered |
| SILSHINE | 9-Aug-2005 | 2983914 | Registered |
| SILSOFT | 2-Dec-1986 | 1418833 | Registered |
| SILWET | 5-Jul-1983 | 1244021 | Registered |
| SILWET L-77 | 29-Sep-1992 | 1719724 | Registered |
| SLAM | 19-Sep-2006 | 3146300 | Registered |
| SNAPSIL | 25-Nov-2008 | 3536721 | Registered |
| SOFTOUCH | 31-Oct-2000 | 2400687 | Registered |
| SPUR+ | 8-Nov-2011 | 4053153 | Registered |
| STATSIL | 15-May-2012 | 4142900 | Registered |
| TC1050 | 7-Mar-2000 | 2326014 | Registered |

| Trademark | Registration Date | Registration Number | Status |
|----------------------------------|-------------------|---------------------|------------|
| THE SCIENCE BEHIND THE SOLUTIONS | 20-Jul-2010 | 3820497 | Registered |
| TOUGH ON THE JOB. EASY ON YOU. | 1-Nov-2011 | 4049899 | Registered |
| TPG | 5-Aug-2003 | 2747472 | Registered |
| TUFEL | 12-Jul-1983 | 1244903 | Registered |
| ULTRAGLAZE | 7-Jul-1987 | 1445813 | Registered |
| UNIVERSEAL | 27-Sep-2011 | 4032170 | Registered |
| VELVESIL | 15-Jul-2003 | 2738193 | Registered |
| VIP | 25-Mar-2008 | 3401887 | Registered |
| VISCASIL | 17-Jan-1956 | 619252 | Registered |
| WELD-R-WHITE | 12-Jul-1994 | 1844968 | Registered |
| WETLINK | 24-Sep-2002 | 2623972 | Registered |
| XL-PEARL | 19-Sep-2000 | 2388336 | Registered |
| XST (STYLIZED) | 22-Mar-2005 | 2934908 | Registered |

**Momentive Performance Materials Inc. (U.S.)
U.S. Trademark Applications as of September 30, 2012**

| Trademark | Application Date | Application Number | Status |
|----------------------|-------------------------|---------------------------|---------------|
| MAGNASOFT SCITEX | 8-Jul-2009 | 77776666 | Pending |
| MAX | 9-Apr-2012 | 85592536 | Pending |
| M-D AND HOUSE DESIGN | 2-Aug-2010 | 85098511 | Pending |
| MOMENTIVE SOFTOUCH | 15-Mar-2011 | 85267600 | Pending |
| SILFORT | 7-Sep-2011 | 85416438 | Pending |
| SILICONE III | 11-Dec-2009 | 77891421 | Pending |
| SILSOFT SILK | 25-Sep-2012 | 85738067 | Pending |
| SILTRUST | 25-Apr-2012 | 85607772 | Pending |
| STEP | 19-Apr-2012 | 85602429 | Pending |

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of November 14, 2012 is entered into by MOMENTIVE PERFORMANCE MATERIALS INC., a Delaware corporation (the “**Grantor**”) in favor of THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. (“**BONY**”), as collateral agent (the “**Collateral Agent**”) for the Secured Parties.

WHEREAS, the Grantor, BONY, as trustee and Collateral Agent and certain other parties as named therein entered into a Springing Lien Indenture, dated as of November 5, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the “**Indenture**”);

WHEREAS, pursuant to the Indenture, the Grantor has executed and delivered that certain Collateral Agreement, dated as of November 8, 2012, in favor of the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”); and

WHEREAS, under the terms of the Collateral Agreement the Grantor has granted security interests in certain property, including, without limitation, certain Intellectual Property of the Grantor, to the Collateral Agent for the ratable benefit of the Secured Parties, and the Grantor has agreed to execute this Agreement for recording with the United States Patent and Trademark Office (the “**PTO**”) and other applicable Governmental Authorities.

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

Section 1. *Defined Terms.* Capitalized terms not otherwise defined herein have the meanings set forth in the Collateral Agreement.

Section 2. *Grant Of Security Interest In Trademark Collateral.* The Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor’s right, title, and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (the “**Trademark Collateral**”):

(a) all trademarks, service marks, 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 thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the PTO or any similar offices in any State of the United States or any other country or any political subdivision thereof

(except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of Lanham Act has been filed, to extent, if any, that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act), including, but not limited to, the registrations and applications referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time);

- (b) all renewals thereof,
- (c) all goodwill associated therewith or symbolized thereby,
- (d) all claims for, and rights to sue for, past or future infringements of any of the foregoing, and
- (e) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

Section 3. *Representations And Warranties.* The Grantor represents and warrants to the Collateral Agent and the Secured Parties that:

(a) This Agreement is sufficient to establish a legal and valid security interest in favor of the Collateral Agent, for the ratable benefit of the Secured Parties, in respect of all Trademark Collateral.

(b) Upon the receipt and recording of this Agreement and the schedules hereto with the PTO, the security interest in favor of the Collateral Agent, for the ratable benefit of the Secured Parties, shall be perfected in all Trademark Collateral in which a security interest may be perfected by recording with the PTO, and no further or subsequent filing, refile, recording, rerecording, registration or reregistration with the PTO is necessary (other than such actions as are necessary to perfect the Security Interest with respect to the Trademark Collateral (or registration or application for registration thereof) acquired or developed after the date hereof), except as provided under applicable law with respect to the filing of continuation statements.

Section 4. *Precedence.* The security interest granted hereby is granted in conjunction with the security interest granted to the Secured Parties under the Collateral Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Collateral Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Collateral Agreement, the terms of the Collateral Agreement shall control.

Section 5. *Recordation.* The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 6. *Modification of Agreement.* This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Indenture.

Section 7. *General.*

(a) GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

(b) *Successors and Assigns.* This Agreement shall be binding upon and inure to the benefit of the Collateral Agent and the Grantor and their respective permitted successors and assigns.

(c) *Counterparts.* This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

Section 8. *Intercreditor Agreement.* Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted to (a) JPMorgan Chase Bank, N.A., as applicable first lien representative (and its permitted successors) pursuant to the Amended and Restated Collateral Agreement dated as of November 8, 2012 (as amended, restated, supplemented or otherwise modified from time to time), by and among Momentive Performance Materials Inc., Momentive Performance Materials USA, Inc., JPMorgan Chase Bank, N.A., as applicable first lien representative and the other parties party thereto, or (b) any agent or trustee for any other Senior Lenders (as defined in the Intercreditor Agreement referred to below) and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of, the Intercreditor Agreement dated as of November 8, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "**Intercreditor Agreement**"), by and among JPMorgan Chase Bank, N.A., as Intercreditor Agent, The Bank of New York Mellon Trust Company, N.A., as Trustee and Collateral Agent, Momentive Performance Materials Inc., Momentive Performance Materials USA, Inc., and the other parties party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered as of the date first above written.


[Signature Pages Follow]

MOMENTIVE PERFORMANCE
MATERIALS INC.

By: W.H.C.
Name: William H. Carter
Title: Executive Vice President and
Chief Financial Officer

[Signature Page to Trademark Security Agreement]

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A. AS
COLLATERAL AGENT

By: 
Name: R. Tamas
Title: Vice President

**Momentive Performance Materials Inc. (U.S.)
U.S. Trademark Registrations as of September 30, 2012**

| Trademark | Registration Date | Registration Number | Status |
|---|--------------------------|----------------------------|---------------|
| ACEBA | 7-Apr-2009 | 3603828 | Registered |
| ADDISIL | 23-Jul-2002 | 2596803 | Registered |
| AGROSPRED | 22-Jul-2010 | 3807521 | Registered |
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| COATOSIL | 27-Nov-2007 | 3343368 | Registered |
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| ELEMENT 14 | 2-Nov-2010 | 3871578 | Registered |
| FLEXIBLE SOLUTIONS TO CONCRETE PROBLEMS | 19-Mar-1985 | 1325293 | Registered |
| FORMASIL | 14-Oct-2008 | 3518108 | Registered |
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| LAST-O-COAT | 19-Feb-1985 | 1320264 | Registered |
| LIGHTHOUSE LOGO | 17-Dec-1996 | 2023532 | Registered |
| LIGHTHOUSE PRODUCTS | 17-Dec-1996 | 2023572 | Registered |

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| LIM | 7-Sep-1982 | 1206856 | Registered |
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| MAGNASOFT DERMA | 27-Jun-2006 | 3110210 | Registered |
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| MAGNASOFT SILQ | 9-Aug-2011 | 4009908 | Registered |
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| PENSIL | 5-Feb-1985 | 1317483 | Registered |
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| SILFORM | 15-Jun-2010 | 3804892 | Registered |
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| SNAPSIL | 25-Nov-2008 | 3536721 | Registered |
| SOFTOUCH | 31-Oct-2000 | 2400687 | Registered |
| SPUR+ | 8-Nov-2011 | 4053153 | Registered |
| STATSIL | 15-May-2012 | 4142900 | Registered |
| TC1050 | 7-Mar-2000 | 2326014 | Registered |

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| TPG | 5-Aug-2003 | 2747472 | Registered |
| TUFEL | 12-Jul-1983 | 1244903 | Registered |
| ULTRAGLAZE | 7-Jul-1987 | 1445813 | Registered |
| UNIVERSEAL | 27-Sep-2011 | 4032170 | Registered |
| VELVESIL | 15-Jul-2003 | 2738193 | Registered |
| VIP | 25-Mar-2008 | 3401887 | Registered |
| VISCASIL | 17-Jan-1956 | 619252 | Registered |
| WELD-R-WHITE | 12-Jul-1994 | 1844968 | Registered |
| WETLINK | 24-Sep-2002 | 2623972 | Registered |
| XL-PEARL | 19-Sep-2000 | 2388336 | Registered |
| XST (STYLIZED) | 22-Mar-2005 | 2934908 | Registered |

**Momentive Performance Materials Inc. (U.S.)
U.S. Trademark Applications as of September 30, 2012**

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|----------------------|-------------------------|---------------------------|---------------|
| MAGNASOFT SCITEX | 8-Jul-2009 | 77776666 | Pending |
| MAX | 9-Apr-2012 | 85592536 | Pending |
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| SILFORT | 7-Sep-2011 | 85416438 | Pending |
| SILICONE III | 11-Dec-2009 | 77891421 | Pending |
| SILSOFT SILK | 25-Sep-2012 | 85738067 | Pending |
| SILTRUST | 25-Apr-2012 | 85607772 | Pending |
| STEP | 19-Apr-2012 | 85602429 | Pending |