

## 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.		12/31/2013	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT		
Street Address:	10 SOUTH DEARBORN		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86074405	HYDROSEAL	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	smckinney@paulweiss.com, dewilliams@paulweiss.com		
Correspondent Name:	Scott A. McKinney		
Address Line 1:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	20035-009		
NAME OF SUBMITTER:	Scott McKinney		
Signature:	/Scott McKinney/		
Date:	02/11/2014		

CH \$40.00 86074405

**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT, dated as of December 31, 2013 (this "Agreement"), among MOMENTIVE SPECIALTY CHEMICALS INC., a New Jersey corporation (the "Pledgor") and JPMORGAN CHASE BANK, N.A., as collateral agent (the "Collateral Agent") under the Collateral Agreement referred to below.

Reference is made to the Collateral Agreement dated as of March 28, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Pledgor, each subsidiary of the Pledgor listed therein and the Collateral Agent. The Pledgor and JPMorgan Chase Bank, N.A. have entered into the Asset-Based Revolving Credit Agreement dated as of March 28, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Momentive Specialty Chemicals Holdings LLC, the Pledgor, the subsidiaries of the Pledgor party thereto, the lenders from time to time party thereto, JPMorgan Chase Bank N.A., as administrative agent, collateral agent, swingline lender and initial issuing bank, and the other parties party thereto.

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, if not defined therein, in the Credit 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 when due, as the case may be, in full of the Obligations, the Pledgor, pursuant to the Security Agreement, hereby grants to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title and interest in or to any and all Trademarks 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, including those listed on Schedule I (collectively, the "Trademark Collateral"); provided, however, that the Trademark Collateral shall not include any intent-to-use United States trademark applications for which an amendment to alleged use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted by the United States Patent and Trademark Office.

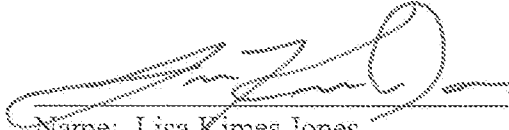
SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Pledgor hereby acknowledges and affirms that the rights and 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.

SECTION 4. 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.

[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.

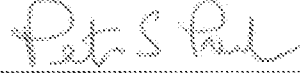


Name: Lisa Kimes Jones

Title: Associate General Counsel, IP

JPMORGAN CHASE BANK, N.A. as  
Collateral Agent,

By



.....  
Name:

Title:

Peter S. Pradun  
Executive Director

[Signature Page to Trademark Security Agreement -- MSC]

**TRADEMARK**  
**REEL: 005213 FRAME: 0851**

Schedule I

Trademarks

2013 US Trademark Applications filed in the name of Momentive Specialty Chemicals Inc.:

Trademark	Application No.	Filing Date
HYDROSEAL	86074405	25-Sep-2013