

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302319

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MOMENTIVE PERFORMANCE MATERIALS INC.		04/11/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., as collateral agent		
Street Address:	383 MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10179		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	86006198	SPEEDPAINT	
Serial Number:	86142348	OPHTHASIL	
Serial Number:	72369157	SF-96	
Serial Number:	73236514	FOAM GUARD	
Serial Number:	74202635	NAIL NO MORE	
Serial Number:	78544679	BIOSEAL	
Serial Number:	75511871		
Serial Number:	85605429	A SPACE FOR YOUR FACE	
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:	20037-002		
NAME OF SUBMITTER:	Scott McKinney		

CH \$215.00 86006198

SIGNATURE:	/Scott McKinney/
DATE SIGNED:	04/22/2014
Total Attachments: 5 source=Trademark Security Agreement (Cash Flow + 1L)#page1.tif source=Trademark Security Agreement (Cash Flow + 1L)#page2.tif source=Trademark Security Agreement (Cash Flow + 1L)#page3.tif source=Trademark Security Agreement (Cash Flow + 1L)#page4.tif source=Trademark Security Agreement (Cash Flow + 1L)#page5.tif	

TRADEMARK SECURITY AGREEMENT, dated as of April 11, 2014 (this "Agreement"), between MOMENTIVE PERFORMANCE MATERIALS INC., a Delaware corporation (the "Pledgor"), and JPMORGAN CHASE BANK, N.A., as collateral agent (the "Collateral Agent") under the Security Agreement referred to below.

Reference is made to the Second Amended and Restated Collateral Agreement dated as of April 24, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Momentive Performance Materials Holdings Inc., the Pledgor, certain subsidiaries of the Pledgor listed therein and the Collateral Agent. The Pledgor and the Collateral Agent have entered into the Second Amended and Restated Credit Agreement, dated as of April 24, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Momentive Performance Materials Holdings Inc., the Pledgor, the subsidiaries of the Pledgor party thereto, the lenders from time to time party thereto, the Collateral Agent, and the other parties party thereto, and the Pledgor and The Bank of New York Mellon Trust Company, N.A. have entered into the Indenture, dated as of October 25, 2012 (as supplemented by the Supplemental Indenture, dated as of November 16, 2012, and as further amended, restated, supplemented or otherwise modified from time to time, the "Indenture"), among the Pledgor, as issuer, certain subsidiaries of the Pledgor from time to time party thereto, as guarantors, and The Bank of New York Mellon Trust Company, N.A., as trustee.

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 or the Indenture, 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 when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of its Obligations, the Pledgor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, and confirms its prior grants to the Collateral Agent for the ratable benefit of the Secured Parties in existence at the time of such grants, 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.


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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 PERFORMANCE
MATERIALS INC.

By: George F. Knight
Name: GEORGE KNIGHT
Title: SUPR TREASURER

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

By: 
Name: Charles O. Freedgood
Title: Managing Director

Schedule I
Trademarks

Trademark	Application Date	Application Number	Registration Number	Status
SPEEDPAINT	10-Jul-2013	86006198	4484788	Registered
OPHTHASIL	12-Dec-2013	86142348	N/A	Pending
SF-96	27-Aug-70	72369157	0934317	Registered
FOAM GUARD	24-Oct-79	73236514	1158689	Registered
NAIL NO MORE	12-Sep-91	74202635	1745397	Registered
BIOSEAL	10-Jan-05	78544679	3340996	Registered
 [Design Only]	1-Jul-98	75511871	2394012	Registered
A SPACE FOR YOUR FACE	23-Apr-12	85605429	N/A	Pending
SILOPREN	27-Dec-13	79142964 ¹	N/A	Pending

¹ The filing basis for this trademark application is 66A (extension of protection of an international registration to the United States), so this security interest cannot be recorded against this application directly through the USTPO, but will have to be filed through WIPO's International Bureau using a form MM19.