

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328839

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MOMENTIVE PERFORMANCE MATERIALS INC.		01/13/2015	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: 2			
Property Type	Number	Word Mark	
Serial Number:	86387855	INVISISIL	
Serial Number:	86399746	ELAST-O-COAT	
CORRESPONDENCE DATA			
Fax Number:			
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; 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:	20037-012		
NAME OF SUBMITTER:	Scott McKinney		
SIGNATURE:	/Scott McKinney/		
DATE SIGNED:	01/13/2015		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT, dated as of January 13, 2015 (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 Amended and Restated Collateral Agreement dated as of January 13, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among MPM Intermediate Holdings Inc. ("Holdings"), the Pledgor, the subsidiaries of the Pledgor listed therein and the Collateral Agent. The Pledgor and the Collateral Agent have entered into the Amended and Restated Senior Secured Debtor-in-Possession and Exit Asset-Based Revolving Credit Agreement, dated as of April 15, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Holdings, 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, 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 (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.

[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 PERFORMANCE MATERIALS
INC.

By: George F. Knight
Name: George F. Knight
Title: Senior Vice President and Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005440 FRAME: 0019

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

By: Neil R. Boylan
Name: Neil R. Boylan
Title: Managing Director

[Signature Page to Trademark Security Agreement]

Schedule I

Pending Trademark Applications

Trademark	Application Date	Application Number	Status
INVISISIL	8-Sep-2014	86387855	Pending
ELAST-O-COAT	19-Sep-2014	86399746	Pending