

TRADEMARK ASSIGNMENT COVER SHEET

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ETAS ID: TM524486

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A.		05/15/2019	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	MOMENTIVE PERFORMANCE MATERIALS INC.		
Street Address:	260 HUDSON RIVER ROAD		
City:	WATERFORD		
State/Country:	NEW YORK		
Postal Code:	12188		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4727169	INVISISIL	
Serial Number:	86399746	ELAST-O-COAT	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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>			
Phone:	(212) 455-2073		
Email:	ksolomon@stblaw.com		
Correspondent Name:	NICOLE PALMADESSO, ESQ.		
Address Line 1:	SIMPSON THACHER & BARTLETT LLP		
Address Line 2:	425 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509600/0320		
NAME OF SUBMITTER:	NICOLE PALMADESSO		
SIGNATURE:	/NP/		
DATE SIGNED:	05/21/2019		
Total Attachments: 4			
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

TERMINATION AND RELEASE dated as of May 15, 2019, from JPMORGAN CHASE BANK, N.A., as collateral agent (the "Collateral Agent") to MOMENTIVE PERFORMANCE MATERIALS INC. (the "Pledgor").

WITNESSETH:

WHEREAS, pursuant 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, a security interest (the "Security Interest") was granted by the Pledgor to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of January 13, 2015, among the Collateral Agent and Pledgor (the "Trademark Security Agreement"), Pledgor, by reference to the Security Agreement, reaffirmed its intent to grant the Security Interest to the Collateral Agent specifically in certain Trademark Collateral;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on January 13, 2015 at Reel 5440 and Frame 0015; and

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Pledgor's right, title and interest of every kind and nature as of the date hereof in the U.S. trademark registrations and applications listed on Schedule A hereto. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the Security Agreement and the Trademark Security Agreement.

2. Release of Security Interest. The Collateral Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Collateral Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the day and year first above written.

JPMORGAN CHASE BANK, N.A.

By: 
Name: _____
Title: Peter S. Predun
Executive Director

Schedule A

Trademark	Registrant/ Applicant	Application Number	Registration Number
INVISISIL	Momentive Performance Materials Inc.	86387855	4727169
ELAST-O-COAT	Momentive Performance Materials Inc.	86399746	n/a