# CH \$2465.00 26204

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM526581

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN TERM LOAN TRADEMARK AGREEMENT

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MOMENTIVE PERFORMANCE MATERIALS INC.		05/15/2019	Corporation: DELAWARE

### **RECEIVING PARTY DATA**

Name:	BNP PARIBAS, AS ADMINISTRATIVE AGENT
Street Address:	787 SEVENTH AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Société Anonyme (Sa): FRANCE

## **PROPERTY NUMBERS Total: 98**

Property Type	Number	Word Mark
Registration Number:	2620433	A-LINK
Registration Number:	3124439	ANCHORSIL
Registration Number:	3110096	ANCHORSIL 2000
Registration Number:	1703088	BORALECTRIC
Registration Number:	763741	BORALLOY
Registration Number:	4781845	CAULK IT LIKE YOU MEAN IT
Registration Number:	3343368	COATOSIL
Registration Number:	3598983	COOLFLOW
Registration Number:	4539193	COOLFX
Registration Number:	5349864	E-FREE
Registration Number:	5060936	ELEMAX
Registration Number:	3871578	ELEMENT14
Registration Number:	5060935	ENDURIS
Registration Number:	3518108	FORMASIL
Registration Number:	1709051	GEOLITE
Registration Number:	3226622	121
Registration Number:	4961358	INVENTING POSSIBILITIES
Registration Number:	4727169	INVISISIL
	_	TDADEMADIZ

<del>TRADEMARK</del>

900501453 REEL: 006663 FRAME: 0150

Property Type	Number	Word Mark
Registration Number:	4919221	IRON GRIP
Registration Number:	1320264	LAST-O-COAT
Registration Number:	2023532	
Registration Number:	5584825	LIGHTHOUSE PRODUCTS
Registration Number:	1206856	LIM
Registration Number:	1391240	MAGNASOFT
Registration Number:	3110210	MAGNASOFT DERMA
Registration Number:	2948811	MAGNASOFT PRIME
Registration Number:	4009908	MAGNASOFT SILQ
Registration Number:	4369671	MAX
Registration Number:	4008557	MD
Registration Number:	2312957	M-D
Registration Number:	3915197	MOMENTIVE
Registration Number:	4400560	MOMENTIVE SOFTOUCH
Registration Number:	798993	NIAX
Registration Number:	1960872	NUWET
Registration Number:	2725572	NXT
Registration Number:	3795080	NXT Z
Registration Number:	2134455	OMBRELLA
Registration Number:	4914250	OPHTHASIL
Registration Number:	5171036	OPTIC
Registration Number:	3162974	PEARLENE
Registration Number:	1317483	PENSIL
Registration Number:	5082754	POINT & SEAL
Registration Number:	2126905	POLARTHERM
Registration Number:	5590398	PUR Q
Registration Number:	2417864	Q COAT
Registration Number:	3172063	RAPIDSTRENGTH
Registration Number:	683846	SAG
Registration Number:	2195739	SAGTEX
Registration Number:	3490108	SAGTEX PHD
Registration Number:	4049927	SCS1200
Registration Number:	1356085	SF1154
Registration Number:	3231138	SILBLOCK
Registration Number:	3068526	SILBREAK
Registration Number:	1334957	SILCAT
Registration Number:	3269196	SILCOOL
Registration Number:	3107678	SILCOOL

Property Type	Number	Word Mark
Registration Number:	3877220	SILFORCE
Registration Number:	3804892	SILFORM
Registration Number:	4400675	SILFORT
Registration Number:	1019759	SILGRIP
Registration Number:	3184892	SILICONE 1
Registration Number:	2966422	SILICONE II
Registration Number:	1773956	SILPLUS
Registration Number:	1035342	SILPRUF
Registration Number:	1833053	SILQUEST
Registration Number:	1961675	SILQUEST
Registration Number:	2055403	SILQUEST A-1100
Registration Number:	2055404	SILQUEST A-171
Registration Number:	2055440	SILQUEST A-174
Registration Number:	2055405	SILQUEST A-187
Registration Number:	5170930	SILSHIELD
Registration Number:	2983914	SILSHINE
Registration Number:	1418833	SILSOFT
Registration Number:	4649572	SILTRUST
Registration Number:	1244021	SILWET
Registration Number:	1719724	SILWET L-77
Registration Number:	3146300	SLAM
Registration Number:	3536721	SNAPSIL
Registration Number:	2400687	SOFTOUCH
Registration Number:	4484788	SPEEDPAINT
Registration Number:	4053153	SPUR+
Registration Number:	4142900	STATSIL
Registration Number:	2326014	TC1050
Registration Number:	2747472	TPG
Registration Number:	1244903	TUFEL
Registration Number:	1445813	ULTRAGLAZE
Registration Number:	2738193	VELVESIL
Registration Number:	3401887	VIP
Registration Number:	619252	VISCASIL
Registration Number:	1844968	WELD-R-WHITE
Registration Number:	2623972	WETLINK
Registration Number:	2388336	XL-PEARL
Registration Number:	3541907	SIDEGUARD
Registration Number:	3518240	CAULK-IT

Property Type	Number	Word Mark
Registration Number:	3532491	NXT LOWV
Registration Number:	2109037	NUDRY
Registration Number:	2200558	MAX 5000
Registration Number:	2200557	MAX 3500

#### **CORRESPONDENCE DATA**

**Fax Number:** 2124552502

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.

**Phone:** (212) 455-3346

Email: ksolomon@stblaw.com

Correspondent Name: MELANIE JOLSON, 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:	002151/0004
NAME OF SUBMITTER:	MELANIE JOLSON
SIGNATURE:	/MJ/
DATE SIGNED:	06/05/2019

#### **Total Attachments: 9**

source=Project Mom - TLB Trademark Agreement (Execution Version) (002)#page1.tif source=Project Mom - TLB Trademark Agreement (Execution Version) (002)#page2.tif source=Project Mom - TLB Trademark Agreement (Execution Version) (002)#page3.tif source=Project Mom - TLB Trademark Agreement (Execution Version) (002)#page4.tif source=Project Mom - TLB Trademark Agreement (Execution Version) (002)#page5.tif source=Project Mom - TLB Trademark Agreement (Execution Version) (002)#page6.tif source=Project Mom - TLB Trademark Agreement (Execution Version) (002)#page7.tif source=Project Mom - TLB Trademark Agreement (Execution Version) (002)#page8.tif source=Project Mom - TLB Trademark Agreement (Execution Version) (002)#page9.tif

#### First Lien Term Loan Trademark Agreement

#### May 15, 2019

This FIRST LIEN TERM LOAN TRADEMARK AGREEMENT, dated as of the date hereof ("Agreement"), is made by MOMENTIVE PERFORMANCE MATERIALS INC., a Delaware corporation, located at 260 Hudson River Road, Waterford, New York 12188 ("Grantor") in favor of BNP Paribas ("BNPP"), as administrative agent (in such capacity, together with its successors and assigns in such capacities, the "Administrative Agent") for the Lenders, parties to the First Lien Term Loan Credit Agreement, dated as of the date herof (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among MPM INTERMEDIATE HOLDINGS INC., a Delaware corporation ("Holdings"), MOM Special Company, a Delaware corporation, as the initial Borrower ("AcquisitionCo"), Grantor, as the Borrower after giving effect to the Acquisition (the "Borrower"), the Lenders party thereto from time to time, the Administrative Agent and BNPP and Citibank, N.A., each as co-collateral agents, and the other parties named therein.

- A. Pursuant to the terms and subject to the conditions set forth in the Credit Agreement, the Lenders have agreed to extend credit to the Borrower.
- B. In connection with the Credit Agreement, Holdings, AcquisitionCo, the Borrower, the other Grantors and the other Subsidiary Loan Parties (as defined in the Collateral Agreement) and the Administrative Agent have executed that certain First Lien Term Loan Collateral Agreement, dated as of the date hereof (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Collateral Agreement").
- C. Pursuant to the Credit Agreement, the Grantors have agreed to grant a security interest in the Collateral, including all Intellectual Property that is included in the Collateral, for the benefit of the Administrative Agent (for the ratable benefit of the Secured Parties) to secure the payment and performance of the Obligations, subject to the terms thereof and of the Intercreditor Agreements, including with respect to the relative rights and priorities in respect of the Collateral.

Accordingly, the Grantors and the Administrative Agent agree as follows:

- SECTION 1. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Collateral Agreement or, if not defined therein, in the Credit Agreement.
- SECTION 2. Each Grantor hereby grants to the Administrative Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, a security interest (the "Security Interest") in all such Grantor's right, title and interest in, under or to any and all of the Trademarks listed on Schedule I hereto (collectively, the "Intellectual Property Collateral").
- SECTION 3. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of the Security Interest herein with the United States Patent and Trademark Office. The Security Interest granted hereby has been granted in connection with the Collateral Agreement, and the Collateral Agreement is hereby incorporated herein by reference and shall remain in full force and effect in accordance with its terms. 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 govern.

SECTION 4. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed signature page of this Agreement by facsimile (or other electronic) transmission (including, without limitation, by electronic mail as a ".pdf" or ".tif" attachment) shall be effective as delivery of a manually executed counterpart hereof.

SECTION 5. The Grantors authorize the Administrative Agent to file this Agreement with the United States Patent and Trademark Office (and any successor office and any similar office in any United States state or other country) for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interest granted by such Grantor, and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 6. 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.

SECTION 7. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Collateral Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall (except as otherwise expressly permitted by the Collateral Agreement) be in writing and given as provided in Section 5.01 of the Collateral Agreement.

SECTION 9. The Grantors agree to reimburse the Administrative Agent for its reasonable out-of-pocket expenses in connection with this Agreement, including the reasonable documented fees, disbursements and other charges of counsel for the Administrative Agent.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, the Grantor and the Administrative Agent have duly executed this Agreement as of the day and year first above written.

MOMENTIVE PERFORMANCE MATERIALS INC.

Name: Erick R. Asmussen

Title: Senior Vice President, Chief Financial Officer

and Treasurer

[Signature Page to Trademark Agreement]

BNP PARIBAS,

as Administrative Agent

Name: Title:

David L. Berge: Managing Director

Ву:

Name Sang W. Han Title: Sang W. Han

[Signature Page to First Lien Term Loan Trademark Agreement]

# Schedule I to the First Lien Term Loan Trademark Agreement

# INTELLECTUAL PROPERTY

[See attached.]

A-LINK  A-LINK  ANCHORSIL  ANCHORSIL  ANCHORSIL 2000  BORALECTRIC  Caulk it like you mean it  COOLFLOW  CO							
RSIL 2000 ICTRIC OY OY SIL IN 14 SIL	me Status	Applin No.	File Date	Registration No.	. Reg. Date	Next Renewal	Owner Name
ASIL 2000 CCTRIC OY OY SIL IT 14 SIL	menica Registered	76235879	04-Apr-2001	2620433	17-Sep-2002	17-Sep-2022	Momentive Performance Materials inc
RSIL 2000 OY Ike you mean it SIL OW OW S S S SIL SIL SIL OW	merica Registered	78407207	23-Apr-2004	3124439	01-Aug-2006	21-Aug-2026	Momentive Performance Materials Inc
OY  III   IIII   III   IIII   III	menica Registered	78365558	10-Feb-2004	3110096	27-Jun-2006	27-Jun-2026	Momentive Performance Materials Inc
OW SIL IT 14  SIL OW	merica Registered	74159921	23-Apr-1991	1703088	28-Jul-1992	28-Jul-2022	Momentive Performance Materials inc
OW  OW  IT 14  S  S  S  S  OUSE PRODUCTS	กษต่อล Registered	72136902	30-Jan-1962	763741	28-Jan-1964	28-Jan-2024	Momentive Performance Materials Inc.
OW  TIT 14  IT 14  S  S  S  S  S  S  S  S  S  S  S  S  S	merica Registered	86474023	08-Dec-2014	4781845	28-Jul-2015	28-Jul-2025	Womentive Performance Materials Inc
OW  IT 14  S S S IT 19 S S S S S S S S S S S S S S S S S S S	merica Registered	77128626	12-Mar-2007	3343368	27-Nov-2007	27-Nov-2027	Momentive Performance Materials Inc
IT 14 S S S III S III S COAT COAT CUSE LOGO DUSE PRODUCTS	merica Registered	77047959	20-Nov-2006	3598983	31-Mar-2009	31-Mar-2019	Momentive Performance Materials inc
IT 14 S S NG POSSIBILITIES COAT COAT OUSE LOGO	menca Registered	85844741	08-Feb-2013	4539193	27-May-2014	27-May-2024	Momentive Performance Materials inc
Ü	merica Registered	87431503	01-May-2017	5349864	05-Dec-2017	05-Dec-2027	Momentive Performance Materials Inc
100	menica Registered	86808965	04-Nov-2015	5060936	11-Oct-2016	11-Oct-2026	Momentive Performance Materials Inc
U	menta Registered	77979526	08-Aug-2008	3871578	02-Nov-2010	02-Nov-2020	Momentive Performance Materials Inc
U	ฑะหวล Registered	86808941	04-Nov-2015	5060935	11-Oct-2016	11-Oct-2026	Momentive Performance Materials inc
0,	menca Registered	78434039	11-Jun-2004	3516106	14-Oct-2008	14-Oct-2028	Womentive Performance Waterials Inc
	mericai Registered	74015930	02-Jan-1990	1709051	18-Aug-1992	18-Aug-2022	Momentive Performance Materials Inc
Ü	merica Registered	77015586	06-Oct-2006	3226622	10-Apr-2007	10-Apr-2027	Momentive Performance Materials inc
	menica Registered	86557346	09-Mar-2015	4961358	17-May-2016	17-May-2026	Momentive Performance Materials inc
	merica Registered	86387855	08-Sep-2014	4727169	28-Apr-2015	28-Apr-2025	Momentive Performance Materials Inc
	menica Registered	86469011	02-Dec-2014	4919221	15-Mar-2016	15-Mar-2026	Momentive Performance Materials Inc.
	merica Registered	73471617	22-Mar-1984	1320264	19-Feb-1985	19-Feb-2025	Momentive Performance Materials inc
	กะหวล Registered	75010516	25-Oct-1995	2023532	17-Dec-1996	17-Dec-2026	Momentive Performance Materials inc
	merica Registered	87814049	28-Feb-2018	5584825	16-Oct-2018	16-Oct-2028	Momentive Performance Materials inc
LIM United States of America		73272750	04-Aug-1980	1206856	07-Sep-1982	07-Sep-2022	Momentive Performance Materials inc
MAGNASOFT United States of America		73558677	16-Sep-1985	1391240	29-Apr-1986	29-Apr-2026	Momentive Performance Materials inc
MAGNASOFT DERMA Umited States of America		78420784	18-May-2004	3110210	27-Jun-2006	27-Jun-2026	Momentive Performance Materials inc
MAGNASOFT PRIME United States of America							Marriantiva Barrarmanna Matadala laa

SILBREAK	SILBLOCK	SF1154	SCS1200	SAGTEX PHD	SAGTEX	SAG	RAPIDSTRENGTH	Q COAT	PUR Q	POLARTHERM	POINT & SEAL	PENSIL	PEARLENE	OPTIC	OPHTHASIL	OMBRELLA	NXTZ	NXT	NUWET	NIAX	MOMENTIVE SOFTOUCH	MOMENTIVE	M-D AND HOUSE DESIGN	MD & House Design (New Form)	MAX	MAGNASOFT SILQ
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76225279	78633838	73508669	77927797	78361491	75351516	72060375	78369646	75369758	87866131	75173892	86469033	73388793	76326544	87147404	86142348	75248785	78858572	76325133	74497395	72211213	85267600	77980966	75403435	85101216	85592536	77770000
15-Mar-2001	20-May-2005	13-Nov-1984	04-Feb-2010	03-Feb-2004	04-Sep-1997	09-Oct-1958	18-Feb-2004	07-Oct-1997	06-Apr-2018	30-Sep-1996	02-Dec-2014	27-Sep-1982	16-Oct-2001	23-Aug-2016	12-Dec-2013	27-Feb-1997	11-Apr-2006	15-Oct-2001	07-Mar-1994	02-Feb-1965	15-Mar-2011	10-Nov-2006	14-Nov-1997	05-Aug-2010	09-Apr-2012	6007-106-90
3068526	3231138	1356085	4049927	3490108	2195739	683846	3172063	2417864	5590398	2126905	5082754	1317483	3162974	5171036	4914250	2134455	3795080	2725572	1960872	798993	4400560	3915197	2312957	4008557	4369671	.4009900
14-Mar-2006	17-Apr-2007	27-Aug-1985	01-Nov-2011	19-Aug-2008	13-Oct-1998	25-Aug-1959	14-Nov-2006	02-Jan-2001	23-Oct-2018	06-Jan-1998	15-Nov-2016	05-Feb-1985	24-Oct-2006	28-Mar-2017	08-Mar-2016	03-Feb-1998	25-May-2010	10-Jun-2003	05-Mar-1996	23-Nov-1965	10-Sep-2013	01-Feb-2011	01-Feb-2000	09-Aug-2011	16-Jul-2013	1102-BnW-60
14-Mar-2026	17-Apr-2027	27-Aug-2025	01-Nov-2021	19-Aug-2028	13-Oct-2028	25-Aug-2019	14-Nov-2026	02-Jan-2021	23-Oct-2028	06-Jan-2028	15-Nov-2026	05-Feb-2025	24-Oct-2026	28-Mar-2027	08-Mar-2026	03-Feb-2028	25-May-2020	10-Jun-2023	05-Mar-2026	23-Nov-2025	10-Sep-2023	01-Feb-2021	01-Feb-2020	09-Aug-2021	16-Jul-2023	1202-BnW-60
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) 0 2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	15-Apr-2008	02-Mar-2004	12-Jul-1991	09-Mar-1981	25-Apr-2012	27-May-1986	15-May-2003	22-Aug-2016	12-Jun-1996	21-Jun-1996	12-Jun-1996	12-Jun-1996	12-Dec-1994	13-Sep-1991	21-Aug-1974	13-Dec-1991	27-Dec-2013	08-Oct-2003	30-Jun-2005	23-Oct-1973	07-Sep-2011	28-Oct-2005	12-Mar-2007	26-Feb-2004	08-Oct-2004	16-Mar-1984
3 5 5 6 6 7 7	3536721	3146300	1719724	1244021	4649572	1418833	2983914	5170930	2055405	2055440	2055404	2055403	1961675	1833053	1035342	1773956	4683196	2966422	3184892	1019759	4400675	3804892	3877220	3107678	3269196	1334957
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) 	25-Nov-2028	19-Sep-2026	29-Sep-2022	05-Jul-2023	02-Dec-2024	02-Dec-2026	09-Aug-2025	28-Mar-2027	22-Apr-2027	22-Apr-2027	22-Apr-2027	22-Apr-2027	12-Mar-2026	26-Apr-2024	09-Mar-2026	01-Jun-2023	10-Feb-2025	12-Jul-2025	12-Dec-2026	09-Sep-2025	10-Sep-2023	15-Jun-2020	16-Nov-2020	20-Jun-2026	24-Jul-2027	14-May-2025
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75280689	75280779	75191299	78725189	78727681	78767622	75496766	76235878	74263405	71662212	78893675	76284788	73619376	73272752	75457180	75624519	77490148	85308380	86006198
24-Apr-1997	24-Apr-1997	01-Nov-1996	03-Oct-2005	06-Oct-2005	06-Dec-2005	05-Jul-1998	04-Apr-2001	07-Apr-1992	08-Mar-1954	26-May-2006	09-Jul-2001	11-Sep-1986	04-Aug-1980	25-Mar-1998	21-Jan-1999	03-Jun-2008	29-Apr-2011	10-Jul-2013
2200557	2200558	2109037	3532491	3518240	3541907	2388336	2623972	1844968	619252	3401887	2738193	1445813	1244903	2747472	2326014	4142900	4053153	4484788
27-Oct-1998	27-Oct-1998	28-Oct-1997	11-Nov-2008	14-Oct-2008	02-Dec-2008	19-Sep-2000	24-Sep-2002	12-Jul-1994	17-Jan-1956	25-Mar-2008	15-Jul-2003	07-Jul-1987	12-Jul-1983	05-Aug-2003	07-Mar-2000	15-May-2012	08-Nov-2011	18-Feb-2014
						19-Sep-2020	24-Sep-2022	12-Jul-2024	17-Jan-2026	25-Mar-2028	15-Jul-2023	07-Jul-2027	12-Jul-2023	05-Aug-2023	07-Mar-2020	15-May-2022	08-Nov-2021	18-Feb-2024 Women
Momentive Performance Materials Inc.	Momentive Performance Materials inc	Momentive Performance Materials Inc.	Momentive Performance Materials Inc	Momentive Performance Waterials inp	Momentive Performance Materials inc													
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\* indicates Trademarks that are currently owned by a Pledgor but are not considered by Pledgors to be material to their business and therefore may not be renewed or maintained.

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