

09-01-2005



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

8.31.05

1. Name of conveying party(ies): Resolution Performance Products LLC; Resolution Specialty Materials LLC; Borden Chemical, Inc.; Borden Chemical Investments, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State [x] Other Limited Liability Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Name: Wilmington Trust Company, as Collateral Agent Internal Address: Street Address: 1100 North Market Street City: Wilmington State: DE Zip: 19890-1615 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [] Corporation-State [x] Other Trust Company if assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [x] No

3. Nature of conveyance: [] Assignment [] Merger [x] Security Agreement [] Change of Name [] Other Execution Date: 8/31/2005

4. Application number(s) or registration number(s): A. Trademark Application No.(s) SEE ATTACHED B. Trademark Registration No.(s) SEE ATTACHED Additional number(s) attached [x] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Penelope Agodoa Internal Address: Federal Research Corporation Street Address: 1030 15th Street, NW Suite 920 City Washington State DC Zip: 20005

6. Total number of applications and registrations involved: 152 7. Total fee (37 CFR 3.41).....\$3815.00 + 120.00 [] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. MAYA WOLFSON [Signature] 8/31/2005 Name of Person Signing Signature Date

09/01/2005

Total number of pages including cover sheet, attachments, and document: Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

Trademark Schedule

US Trademarks owned by (i) Resolution Performance Products LLC, (ii) Resolution Specialty Materials LLC, (iii) Borden Chemical, Inc. or (iv) Borden Chemical Investments, Inc., or their respective successors in interest.

100-S	7222722	06-Jul-1965	815679	27-Sep-1966	
ABCO	75370988	09-Oct-1997	2518946	18-Dec-2001	
ABCURE	75403066	10-Dec-1997	2288549	26-Oct-1999	
ABFAB	73681264	26-Aug-1987	1518950	03-Jan-1989	
ABSIZE	73388035	23-Sep-1982	1258092	22-Nov-1983	
ACRYLAMAC	74585326	13-Oct-1994	1950642	23-Jan-1996	
ALBESTER	74556794	03-Aug-1994	1914408	29-Aug-1995	
ALCURE	75424133	27-Jan-1998	2369143	18-Jul-2000	
ALPHA-REZ	78299503	12-Sep-2003	2897359	26-Oct-2004	
ALVCOLITE	72245206	09-May-1966	826747	04-Apr-1967	
AQUA-HYDE	72289309	22-Jan-1968	860820	26-Nov-1968	
AQUAMAC	74610767	13-Oct-1994	1950840	23-Jan-1996	
ARCHEMIS	78219628	27-Feb-2003			
ARCHEMIS	78235231	08-Apr-2003			
ASTON	73735632	17-Jun-1988	1529165	14-Mar-1989	
CARBAMAC	74585327	13-Oct-1994	1950643	23-Jan-1996	
CHEMACOIL	74585328	13-Oct-1994	1952672	30-Jan-1996	
CINERGI	75106439	07-Jan-1997	2049160	01-Apr-1997	
DECOBRITE	73084790	22-Apr-1976	1058113	08-Feb-1977	
DECOTHERM	73025056	24-Jun-1974	1069192	12-Jul-1977	
DESIGN	72322773	26-Mar-1969	889551	21-Apr-1970	
DURAMAC	74585329	13-Oct-1994	1950644	23-Jan-1996	
FLEX-REZ	78155861	20-Aug-2002	2830818	06-Apr-2004	
FLUORON	73735967	23-Jun-1988	1520393	17-Jan-1989	
GELUSOL	73506205	29-Oct-1984	1356082	27-Aug-1985	
HALEX	72214881	24-Mar-1965	815678	27-Sep-1966	
HEXALON	73467638	27-Feb-1984	1345399	02-Jul-1985	
HYDREAU	75713544	25-May-1999	2474221	31-Jul-2001	
HYDRO-REZ	37173	09-Oct-2001	2571473	21-May-2002	

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IRLONII	73270223	14-Jul-1980	1191006	02-Mar-1982	
KLEEROX	75455107	23-Mar-1998	2244630	11-May-1999	
LAWTER	78425281	26-May-2004			
LAWTER (stylized A) Not to be used by RSM	75856541	23-Nov-1999	2621822	17-Sep-2002	
LITHKYD	73274063	14-Aug-1980	1217996	30-Nov-1982	
LO-CAL	73084791	22-Apr-1976	1058114	08-Feb-1977	
LUBRIL	74401953	15-Jun-1993	1932479	07-Nov-1995	
LUMICURE	78118149	28-Mar-2002			
MACOPOL	74585331	13-Oct-1994	1950646	23-Jan-1996	
MIRREX	73360128	16-Apr-1982	1247475	16-Apr-1982	
MIRRITE	73368296	07-Jun-1982	1251391	20-Sep-1983	
NORPOL	75454036	20-Mar-1998	2246001	18-May-1999	
NYPOL	73084789	22-Apr-1976	1080103	27-Dec-1977	
PERMALOID	75453571	20-Mar-1998	2384546	12-Sep-2000	
PETRO-REZ	73108197	01-Dec-1976	1073871	27-Sep-1977	
PEXATE	72338781	24-Sep-1969	903690	08-Dec-1970	
PLASTICRYL	75402835	10-Dec-1997	2260576	13-Jul-1999	
POLYMAC	74585333	13-Oct-1994	1950647	23-Jan-1996	
POLYMID	72126526	23-Aug-1961	738065	25-Sep-1962	
POLYSPERSE	73025057	24-Jun-1974	1046604	24-Aug-1976	
PRIMEX	73600070	21-May-1986	1419653	09-Dec-1986	
PROGASOL	73595760	28-Apr-1986	1460464	13-Oct-1987	
QUABOND (stylized)	71682061	21-Feb-1955	614661	25-Oct-1955	
REACTOL	76070741	13-Jun-2000	2477814	14-Aug-2001	
REZIMAC	74585334	13-Oct-1994	1950648	23-Jan-1996	
SUPRALEV	74225366	21-Nov-1991	1753482	23-Feb-1993	
SYNTHEBOND	78369983	18-Feb-2004			
SYNTHESIZE	73308253	30-Apr-1981	1200788	13-Jul-1982	
TEXALON	72185302	24-Jan-1964	775599	25-Aug-1964	
TEXBLEND	76338703	15-Nov-2001	2674496	14-Jan-2003	
THERMEX	72121742	09-Jun-1961	738456	02-Oct-1962	
THERMOGEL	72390126	23-Apr-1971	935897	20-Jun-1972	
TRIONOL	72150175	31-Jul-1962	758664	22-Oct-1963	
ULTRA-REZ	74022948	26-Jan-1990	1621861	13-Nov-1990	

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UVITRON	72058210	02-Sep-1958	682427	28-Jul-1959	
VELVETOL	78610793	18-Apr-2005			
VELVETOL (stylized)	71473337	16-Aug-1944	411605	23-Jan-1945	
VICOL	75454034	20-Mar-1998	2246000	18-May-1999	
WEBVAR	74674421	16-May-1995	2014972	12-Nov-1996	
CARDURA	144546	14-May-1962	747425	02-Apr-1963	
EPIKOTE	71629822	16-May-1952	570404	10-Feb-1953	
EPIKURE	74444730	06-Oct-1993	2024235	17-Dec-1996	
EPI-REZ	72009030	29-May-1956	641951	26-Feb-1957	
EPI-REZ	71555061	20-Apr-1948	534577	12-Dec-1950	
EPON	71693727	23-Aug-1955	625682	24-Apr-1956	
EPON	73257740	11-Apr-1980	1197554	15-Jun-1982	
EPON CURING AGENT	71668932	25-Jun-1954	611978	13-Sep-1955	
EPON HPT	73627410	28-Oct-1986	1444691	30-Jun-1987	
EPONEX	73232524	24-Sep-1979	1192680	30-Mar-1982	
EPONOL	72107216	26-Oct-1960	720158	22-Aug-1961	
HELOXY	73028420	01-Aug-1974	1009790	06-May-1975	
NEW GEN	75783329	24-Aug-1999	2858210	29-Jun-2004	
RESOLUTION	76238388	10-Apr-2001	2743497	29-Jul-2003	
RESOLUTION	78009629	24-May-2000	2735553	08-Jul-2003	
VEOVA	74251218	02-Mar-1992	1723117	13-Oct-1992	
BABY BORDEN	76/385709	21-Mar-2002			
BORDEN	75/812572	01-Oct-1999	2703415	08-Apr-2003	
BORDEN BRINGS THE DAIRY HOME	75/716508	25-May-1999	2400981	31-Oct-2000	
BORDEN (CORPORATE LOGO)	359758	15-May-1970	921370	05-Oct-1971	
BORDEN HOME WALLCOVERINGS	538343	17-May-1985	1385315	04-Mar-1986	
BORDEN LOGO WITH COW	74/351841	25-Jan-1993	1905115	11-Jul-1995	
BORDEN PLUS	76/433029	19-Jul-2002	2715645	13-May-2003	
ELSIE	231036	22-Oct-1965	810861	05-Jul-1966	
ELSIE BORDEN DESIGN	76/591578	11-May-2004			
ELSIE BORDEN DESIGN	75/747000	09-Jul-1999	2464457	26-Jun-2001	

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ELSIE DESIGN (COW HEAD DESIGN)	576309	30-Mar-1949	529468	22-Aug-1950	
ELSIE DESIGN (DAISY)	440908	24-Feb-1941	397158	25-Aug-1942	
ELSIE (DESIGN PLUS OVAL)	463642	25-Sep-1943	405706	15-Feb-1944	
ELSIE'S KITCHEN	75/703923	06-May-1999	2458209	05-Jun-2001	
GAIL BORDEN (STYLIZED LETTERS)	71/007,815	10-Jun-1905	52243	01-May-1906	
IF IT'S BORDEN, IT'S GOT TO BE GOOD GOOD	480909	18-May-1984	1335708	14-May-1985	
IF IT'S BORDEN, IT'S GOT TO BE GOOD GOOD	612134	30-Jul-1986	1504138	13-Sep-1988	
IF IT'S BORDEN, IT'S GOT TO BE GOOD	454209	25-Nov-1983	1344828	25-Jun-1985	
IF IT'S BORDEN, IT'S GOT TO BE GOOD	48287	02-Apr-1975	1042420	29-Jun-1976	
REP OF ELSIE IN DAISY DESIGN	17152	09-Oct-1956	647962	02-Jul-1957	
ACFRAC (block)	461465	18-Jan-1984	1309548	18-Dec-1984	18-Dec-2004
ACPACK (STYLIZED LETTERS)	535527	02-May-1985	1368489	05-Nov-1985	05-Nov-2005
ARICEL	74/262172	03-Apr-1992	1787723	17-Aug-1993	17-Aug-2013
BURNETT'S	14500	11-Nov-1905	53316	29-May-1906	29-May-2006
CASCAMITE	71/440540	11-Feb-1941	388311	17-Jun-1941	17-Jun-2011
CASCO	71/126172	17-Dec-1919	132322	22-Jun-1920	22-Jun-2010
CASCOBOND	76482	06-Feb-1976	1049327	05-Oct-1976	05-Oct-2006
CASCOMEL	286999	15-Dec-1967	860354	19-Nov-1968	19-Nov-2008
CASCOMELT	182459	06-Dec-1963	785790	02-Mar-1965	02-Mar-2005
CASCOPHEN	71/434774	08-Aug-1940	0384795	04-Feb-1941	04-Feb-2011
CASCO-RESIN	73/106972	18-Nov-1976	1070827	09-Aug-1977	09-Aug-2007
CASCOREZ	519508	25-Mar-1947	435742	06-Jan-1948	06-Jan-2008
CASCOWAX	73/380608	18-Aug-1982	1251443	20-Sep-1983	20-Sep-2013
COSTYRENEBLAK	19950	27-Nov-1956	650334	20-Aug-1957	20-Aug-2007
DURITE	71/163717	11-May-1922	166026	27-Mar-1923	27-Mar-2013
FIRE PRF2	73/830861		1626489	11-Dec-1990	11-Dec-2010

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FOREMOST ADHESIVES FORMULATOR	75/732375	18-Jun-1999	2448500	01-May-2001	01-May-2011
FOREMOST FORMULATOR	75/731678	18-Jun-1999	2452240	15-May-2001	15-May-2011
L-100	71/578817	13-May-1949	0530987	19-Sep-1950	19-Sep-2010
LUV	4878	29-Oct-1973	1002427	28-Jan-1975	28-Jan-2005
STRUCTURFAST	75/614963	04-Jan-1999	2402737	07-Nov-2000	07-Nov-2010
STRUCTURSEAL	76/162905	10-Nov-2000	2714167	06-May-2003	06-May-2013
THE WORLD OF FIBER OPTICS (& Design)	76/239062	10-Apr-2001	2602719	30-Jul-2002	30-Jul-2012
BETACURE	73/648696	09-Mar-1987	1472754	19-Jan-1988	19-Jan-2008
BETASET	73/648695	09-Mar-1987	1503497	13-Sep-1988	13-Sep-2008
BONDSHIELD (STYLIZED)	78/173010	10-Oct-2002			
BORD'N-SEAL (SPECIAL FORM)	78/334920	02-Dec-2003			
BORPAC (SPECIAL FORM)	78/351292	13-Jan-2004			
CASCO (STYLIZED)	71/126172	17-Dec-1919	132322	06-Jun-1980	22-Jun-2000
CELLOBOND	73/301102	16-Mar-1981	1252582	04-Oct-2003	
CERAMAX	78/340430	12-Dec-2003	2913251	21-Dec-2004	21-Dec-2114
DATASHIELD (STYLIZED)	78/173186	10-Oct-2002	2913826	21-Dec-2004	21-Dec-2114
FENTAK	78/221480	04-Mar-2003			
KLEARSHIELD (STYLIZED)	78/173117	10-Oct-2002			
PHENOMEL	78/140736	02-Jul-2002	2849332	01-Jun-2004	01-Jun-2114
PROTACT	75/845056	29-Nov-1999	2511107	20-Nov-2001	20-Nov-2011
PURMANENT CONTENTMENT AND DESIGN	75/385225	05-Nov-1997	2242119	27-Apr-1999	27-Apr-2009
QUALITY BENEATH THE SURFACE	75/385573	05-Nov-1997	2262294	20-Jul-1999	20-Jul-2009
SA STEPHENS AND DESIGN	74/166961	15-May-1991	1726264	20-Oct-2002	20-Oct-2012

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SE STEPHENS AND DESIGN	74/166962	15-May-1991	1728909	03-Nov-2002	03-Nov-2012
SEACO	73/428953	06-Jun-1983	1282904	26-Jun-2004	26-Jun-2014
SEACOBOND	75/385572	05-Nov-1997	2230360	09-Mar-1999	09-Mar-2009
SPECTRASHIELD (SPECIAL FORM)	78/447398	08-Jul-2004			
SPECTRASHIELD (STYLIZED)	78/172855	10-Oct-2002			
THOR (STYLIZED)	71/353319	29-Jun-1934	318619	30-Oct-1994	30-Oct-2004
WONDER BOND	72/274403	21-Jun-1967	857305	24-Sep-1988	24-Sep-2008
WONDER BOND PLUS	78/475273	28-Aug-2004			
XRT	78/163047	11-Sep-2002	2830843	06-Apr-2004	06-Aug-2014

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TRADEMARK SECURITY AGREEMENT, dated as of May 31, 2005, among HEXION SPECIALTY CHEMICALS, INC., a New Jersey corporation (the "Parent"), the subsidiaries of the Parent listed on Schedule I hereto (each, including the Parent, a "Grantor" and collectively the "Grantors") and WILMINGTON TRUST COMPANY, as Collateral Agent (the "Collateral Agent").

Reference is made to the Collateral Agreement dated as of May 31, 2005 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Parent, each subsidiary of the Parent listed therein and the Collateral Agent. Each Grantor and Wilmington Trust Company has entered into the Indenture dated as of May 20, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Indenture", among the Parent, Borden Nova Scotia Finance, ULC, a Nova Scotia unlimited liability company, Borden U.S. Finance Corp., a Delaware corporation, the Guarantors from time to time party thereto and Wilmington Trust Company, as trustee (the "Trustee"). Each Grantor is executing and delivering this Agreement pursuant to the terms of the Indenture to induce potential investors to purchase the securities.

The subsidiary parties are affiliates of the Parent, will derive substantial benefits from the sale of the securities and are willing to execute and deliver this Agreement in order to induce the potential investors to purchase the securities. Accordingly, 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. 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, as the case may be, in full of the Obligations, each Pledgor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United

States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II (the "Trademarks"); and

(b) all goodwill associated with or symbolized by the Trademarks.

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. Each 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.

{{2537999}}

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

HEXION SPECIALTY CHEMICALS,
INC.,

By Ellen G. Berndt
Name: Ellen G. Berndt
Title: Secretary

BORDEN U.S. FINANCE CORP.,

By Ellen G. Berndt
Name: Ellen G. Berndt
Title: Secretary

BORDEN SERVICES COMPANY,

By Ellen G. Berndt
Name: Ellen G. Berndt
Title: Secretary

BORDEN CHEMICAL FOUNDRY, INC.,

By Ellen G. Berndt
Name: Ellen G. Berndt
Title: Secretary

[[2537999]]

BAKELITE NORTH AMERICA
HOLDING COMPANY,

By

George F. Knight

Name: George F. Knight
Title: vice president

BAKELITE EPOXY POLYMERS
CORPORATION,

By

George F. Knight

Name: George F. Knight
Title: vice president

BORDEN CHEMICAL INVESTMENTS,
INC.,

By

Name:

Title:

BDS TWO, INC.,

By

Name:

Title:

[[2537999]]

**BAKELITE NORTH AMERICA
HOLDING COMPANY,**

By

Name:
Title:


**BAKELITE EPOXY POLYMERS
CORPORATION,**

By

Name:
Title:

**BORDEN CHEMICAL INVESTMENTS,
INC.,**


By



Name: Alyssa A. Anton
Title: President

BDS TWO, INC.,

By



Name: Alyssa A. Anton
Title: Vice President

[[2530056]]

RESOLUTION SPECIALTY MATERIALS
LLC,

By

Ellen G. Berndt

Name: Ellen G. Berndt

Title: Asst. Secretary

OILFIELD TECHNOLOGY GROUP, INC.,

By

Ellen G. Berndt

Name: Ellen G. Berndt

Title: Secretary

LAWTER INTERNATIONAL INC.,

By

George F. Knight

Name: George F. Knight

Title: Vice President

RESOLUTION SPECIALTY MATERIALS
CAPITAL CORP.,

By

George F. Knight

Name: George F. Knight

Title: Vice President

RESOLUTIONS' JV LLC,

By

Ellen G. Berndt

Name: Ellen G. Berndt

Title: Asst. Secretary

BORDEN CHEMICAL
INTERNATIONAL, INC.,

By

Ellen G. Berndt

Name: *Ellen G. Berndt*
Title: *Secretary*

BORDEN NOVA SCOTIA FINANCE,
ULC,

By

Ellen G. Berndt

Name: *Ellen G. Berndt*
Title: *Secretary*

[[2537999]]

Schedule I

SUBSIDIARY PARTIES

Bakelite North America Holding Company	Bakelite Epoxy Polymers Corporation
Oilfield Technology Group, Inc.	Borden U.S. Finance Corp.
Borden Services Company	Borden Chemical Foundry, Inc.
Borden Chemical Investments, Inc.	BDS Two, Inc.
Borden Chemical International, Inc.	Borden Nova Scotia Finance, ULC
Resolution Specialty Materials LLC	Resolutions' JV LLC
Lawter International Inc.	Resolution Specialty Materials Capital Corp.

[[2537999]]

Schedule II

I. Trademarks

Please see attached Trademark Schedule. Please note, the attached Trademark Schedule contains trademarks owned by Grantors and other affiliate entities; however, only trademarks owned by Grantors constitute Collateral under this Agreement.

II. Trademark Licenses

None.

[[2537999]]