

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MOMENTIVE PERFORMANCE MATERIALS INC.		05/25/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
Street Address:	525 WILLIAM PENN PLACE, 38TH FLOOR
City:	PITTSBURGH
State/Country:	PENNSYLVANIA
Postal Code:	15259
Entity Type:	BANK: NEW YORK

PROPERTY NUMBERS Total: 109

Property Type	Number	Word Mark
Registration Number:	3603828	ACEBA
Registration Number:	2596803	ADDISIL
Registration Number:	3807521	AGROSPRED
Registration Number:	2620433	A-LINK
Registration Number:	3124439	ANCHORSIL
Registration Number:	3110096	ANCHORSIL 2000
Registration Number:	3340996	BIOSEAL
Registration Number:	1703088	BORAELECTRIC
Registration Number:	763741	BORALLOY
Registration Number:	3665551	CAULK SINGLES
Registration Number:	2934012	CAULK-IT
Registration Number:	3518240	CAULK-IT
Registration Number:	3343368	COATOSIL
Registration Number:	3598983	COOLFLOW

TRADEMARK

Registration Number:	3871578	ELEMENT14
Registration Number:	1325293	FLEXIBLE SOLUTIONS TO CONCRETE PROBLEMS
Registration Number:	3518108	FORMASIL
Registration Number:	1709051	GEOLITE
Registration Number:	4088474	GET YOUR GROOV ON
Registration Number:	3932240	GROOV
Registration Number:	3562573	HYDROSTABLE
Registration Number:	3226622	I21
Registration Number:	3265193	INFINITY
Registration Number:	3202594	INVISISIL
Registration Number:	1320264	LAST-O-COAT
Registration Number:	2023532	
Registration Number:	2023572	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:	2200557	MAX 3500
Registration Number:	2200558	MAX 5000
Registration Number:	4008557	MD
Registration Number:	2136538	MD
Registration Number:	2312957	M-D
Registration Number:	3915197	MOMENTIVE
Registration Number:	1745397	NAIL NO MORE
Registration Number:	798993	NIAX
Registration Number:	2109037	NUDRY
Registration Number:	1960872	NUWET
Registration Number:	2725572	NXT
Registration Number:	3532491	NXT LOWV
Registration Number:	3795080	NXT Z
Registration Number:	2134455	OMBRELLA
Registration Number:	3162974	PEARLENE
Registration Number:	1317483	PENSIL
Registration Number:	2126905	POLARTHERM

	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:	2424510	SEALDRI
Registration Number:	1356085	SF1154
Registration Number:	934317	SF-96
Registration Number:	3541907	SIDEGUARD
Registration Number:	3231138	SILBLOCK
Registration Number:	3068526	SILBREAK
Registration Number:	1334957	SILCAT
Registration Number:	3107678	SILCOOL
Registration Number:	3269196	SILCOOL
Registration Number:	3877220	SILFORCE
Registration Number:	3804892	SILFORM
Registration Number:	1019759	SILGRIP
Registration Number:	3184892	SILICONE 1
Registration Number:	2966422	SILICONE II
Registration Number:	1262096	SILMATE
Registration Number:	1773956	SILPLUS
Registration Number:	1035342	SILPRUF
Registration Number:	1961675	SILQUEST
Registration Number:	1833053	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:	2983914	SILSHINE
Registration Number:	1418833	SILSOFT
Registration Number:	1244021	SILWET
Registration Number:	1719724	SILWET L-77
Registration Number:	3146300	SLAM
Registration Number:	3536721	SNAPSIL

	2400687	SOFTOUCH
Registration Number:	4053153	SPUR+
Registration Number:	2326014	TC1050
Registration Number:	3820497	THE SCIENCE BEHIND THE SOLUTIONS
Registration Number:	4049899	TOUGH ON THE JOB. EASY ON YOU.
Registration Number:	2747472	TPG
Registration Number:	1244903	TUFEL
Registration Number:	1445813	ULTRAGLAZE
Registration Number:	4032170	UNIVERSEAL
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:	2934908	XST
Serial Number:	77776666	MAGNASOFT SCITEX
Serial Number:	85592536	MAX
Serial Number:	85098511	M-D
Serial Number:	85267600	MOMENTIVE SOFTOUCH
Serial Number:	85416438	SILFORT
Serial Number:	77891421	SILICONE III
Serial Number:	85607772	SILTRUST
Serial Number:	77490148	STATSIL
Serial Number:	85602429	STEP

CORRESPONDENCE DATA

Fax Number: 8004947512
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 2023704761
Email: tfahey@nationalcorp.com
Correspondent Name: Thomas Fahey
Address Line 1: 1100 G Street NW, Suite 420
Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: F139419

	Joshua D. Hendricks
Signature:	/Joshua D. Hendricks/
Date:	05/25/2012
Total Attachments: 12 source=TSA.and.Cover.Sheet#page2.tif source=TSA.and.Cover.Sheet#page3.tif source=TSA.and.Cover.Sheet#page4.tif source=TSA.and.Cover.Sheet#page5.tif source=TSA.and.Cover.Sheet#page6.tif source=TSA.and.Cover.Sheet#page7.tif source=TSA.and.Cover.Sheet#page8.tif source=TSA.and.Cover.Sheet#page9.tif source=TSA.and.Cover.Sheet#page10.tif source=TSA.and.Cover.Sheet#page11.tif source=TSA.and.Cover.Sheet#page12.tif source=TSA.and.Cover.Sheet#page13.tif	

SCHEDULE I

Momentive Performance Materials Inc. (U.S.)
U.S. Trademark Registrations as of April 30, 2012

Trademark	Registration Date	Registration Number	Status
ACEBA	4/7/2009	3603828	Registered
ADDISIL	7/23/2002	2596803	Registered
AGROSPRED	7/22/2010	3807521	Registered
A-LINK	9/17/2002	2620433	Registered
ANCHORSIL	8/1/2006	3124439	Registered
ANCHORSIL 2000	6/27/2006	3110096	Registered
BIOSEAL	11/20/2007	3340996	Registered
BORALECTRIC	7/28/1992	1703088	Registered
BORALLOY	1/28/1964	763741	Registered
CAULK SINGLES	8/11/2009	3665551	Registered
CAULK-IT	3/15/2005	2934012	Registered
CAULK-IT	10/14/2008	3518240	Registered
COATOSIL	11/27/2007	3343368	Registered
COOLFLOW	3/31/2009	3598983	Registered
ELEMENT 14	11/2/2010	3871578	Registered
FLEXIBLE SOLUTIONS TO CONCRETE PROBLEMS	3/19/1985	1325293	Registered
FORMASIL	10/14/2008	3518108	Registered
GEOLITE	8/18/1992	1709051	Registered
GET YOUR GROOV ON	1/17/2012	4088474	Registered
GROOV	3/15/2011	3932240	Registered
HYDROSTABLE	1/13/2009	3562573	Registered
I21	4/10/2007	3226622	Registered
INFINITY	7/17/2007	3265193	Registered
INVISISIL	1/23/2007	3202594	Registered
LAST-O-COAT	2/19/1985	1320264	Registered
LIGHTHOUSE LOGO	12/17/1996	2023532	Registered

Trademark	Registration Date	Registration Number	Status
LIGHTHOUSE PRODUCTS	12/17/1996	2023572	Registered
LIM	9/7/1982	1206856	Registered
MAGNASOFT	4/29/1986	1391240	Registered
MAGNASOFT DERMA	6/27/2006	3110210	Registered
MAGNASOFT PRIME	5/10/2005	2948811	Registered
MAGNASOFT SILQ	8/9/2011	4009908	Registered
MAX 3500	10/27/1998	2200557	Registered
MAX 5000	10/27/1998	2200558	Registered
MD & House Design (New Form)	8/9/2011	4008557	Registered
M-D AND HOUSE Design	2/17/1998	2136538	Registered
M-D AND HOUSE DESIGN	2/1/2000	2312957	Registered
MOMENTIVE	2/1/2011	3915197	Registered
NAIL NO MORE	1/12/1993	1745397	Registered
NIAX	11/23/1965	799993	Registered
NUDRY	10/28/1997	2109037	Registered
NUWET	3/5/1996	1960872	Registered
NXT	6/10/2003	2725572	Registered
NXT LOWV	11/11/2008	3532491	Registered
NXT Z	5/25/2010	3795080	Registered
OMBRELLA	2/3/1998	2134455	Registered
PEARLENE	10/24/2006	3162974	Registered
PENSIL	2/5/1985	1317483	Registered
POLARTHERM	1/6/1998	2126905	Registered
Q COAT	1/2/2001	2417864	Registered
RAPIDSTRENGTH	11/14/2006	3172063	Registered
SAG	8/25/1959	683846	Registered
SAGTEX	10/13/1998	2195739	Registered
SAGTEX PHD	8/19/2008	3490108	Registered
SCS1200	11/1/2011	4049927	Registered
SEALDRI	1/30/2001	2424510	Registered

Trademark	Registration Date	Registration Number	Status
SF1154	8/27/1985	1356085	Registered
SF-96	5/23/1972	934317	Registered
SIDEGUARD	12/2/2008	3541907	Registered
SILBLOCK	4/17/2007	3231138	Registered
SILBREAK	3/14/2006	3068526	Registered
SILCAT	5/14/1985	1334957	Registered
SILCOOL	6/20/2006	3107678	Registered
SILCOOL	7/24/2007	3269196	Registered
SILFORCE	11/16/2010	3877220	Registered
SILFORM	6/15/2010	3804892	Registered
SILGRIP	9/9/1975	1019759	Registered
SILICONE I	12/12/2006	3184892	Registered
SILICONE II	6/12/2005	2966422	Registered
SILMATE	12/27/1983	1262096	Registered
SILPLUS	6/1/1993	1773956	Registered
SILPRUF	3/9/1976	1035342	Registered
SILQUEST	3/12/1996	1961675	Registered
SILQUEST	4/26/1994	1833053	Registered
SILQUEST A-1100	4/22/1997	2055403	Registered
SILQUEST A-171	4/22/1997	2055404	Registered
SILQUEST A-174	4/22/1997	2055440	Registered
SILQUEST A-187	4/22/1997	2055405	Registered
SILSHINE	8/9/2005	2983914	Registered
SILSOFT	12/2/1986	1418833	Registered
SILWET	7/5/1983	1244021	Registered
SILWET L-77	9/29/1992	1719724	Registered
SLAM	9/19/2006	3146300	Registered
SNAPSIL	11/25/2008	3536721	Registered
SOFTOUCH	10/31/2000	2400687	Registered
SPUR+	11/8/2011	4053153	Registered

Trademark	Registration Date	Registration Number	Status
TC1050	3/7/2000	2326014	Registered
THE SCIENCE BEHIND THE SOLUTIONS	7/20/2010	3820497	Registered
TOUGH ON THE JOB. EASY ON YOU.	11/1/2011	4049899	Registered
TPG	8/5/2003	2747472	Registered
TUFEL	7/12/1983	1244903	Registered
ULTRAGLAZE	7/7/1987	1445813	Registered
UNIVERSEAL	9/27/2011	4032170	Registered
VELVESIL	7/15/2003	2738193	Registered
VIP	3/25/2008	3401887	Registered
VISCASIL	1/17/1956	619252	Registered
WELD-R-WHITE	7/12/1994	1844968	Registered
WETLINK	9/24/2002	2623972	Registered
XL-PEARL	9/19/2000	2388336	Registered
XST (STYLIZED)	3/22/2005	2934908	Registered

Momentive Performance Materials Inc. (U.S.)
U.S. Trademark Applications as of April 30, 2012

Trademark	Application Date	Application Number	Status
MAGNASOFT SCITEX	7/8/2009	77776666	Pending
MAX	4/9/2012	85592536	Pending
M-D AND HOUSE DESIGN	8/2/2010	85098511	Pending
MOMENTIVE SOFTOUCH	3/15/2011	85267600	Pending
SILFORT	9/7/2011	85416438	Pending
SILICONE III	12/11/2009	77891421	Pending
SILTRUST	4/25/2012	85607772	Pending
STATSIL	6/3/2008	77490148	Pending
STEP	4/19/2012	85602429	Pending

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 25, 2012 is entered into by MOMENTIVE PERFORMANCE MATERIALS INC., a Delaware corporation (the "Grantor") in favor of THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. ("BONY"), as collateral agent (the "Collateral Agent") for the Secured Parties.

WHEREAS, the Grantor, BONY, as trustee and Collateral Agent and certain other parties as named therein have entered into an Indenture, dated as of May 25, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Indenture");

WHEREAS, pursuant to the Indenture, the Grantor has executed and delivered that certain Collateral Agreement, dated as of May 25, 2012, in favor of the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"); and

WHEREAS, under the terms of the Collateral Agreement the Grantor has granted security interests in certain property, including, without limitation, certain Intellectual Property of the Grantor, to the Collateral Agent for the ratable benefit of the Secured Parties, and the Grantor has agreed to execute this Agreement for recording with the United States Patent and Trademark Office (the "PTO") and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. *Defined Terms.* Capitalized terms not otherwise defined herein have the meanings set forth in the Collateral Agreement.

Section 2. *Grant Of Security Interest In Patent Collateral.* The Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor's right, title, and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (the "Trademark Collateral"):

(a) all trademarks, service marks, 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 thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the PTO or any similar offices in any State of the United States or any other country or any political subdivision thereof (except for "intent-to-use" applications for trademark or service mark

registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of Lanham Act has been filed, to extent, if any, that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act), including, but not limited to, the registrations and applications referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time);

- (b) all renewals thereof,
- (c) all goodwill associated therewith or symbolized thereby,
- (d) all claims for, and rights to sue for, past or future infringements of any of the foregoing, and
- (e) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

Section 3. *Representations And Warranties.* The Grantor represents and warrants to the Collateral Agent and the Secured Parties that:

- (a) This Agreement is sufficient to establish a legal and valid security interest in favor of the Collateral Agent, for the ratable benefit of the Secured Parties, in respect of all Trademark Collateral.
- (b) Upon the receipt and recording of this Agreement and the schedules hereto with the PTO, the security interest in favor of the Collateral Agent, for the ratable benefit of the Secured Parties, shall be perfected in all Trademark Collateral in which a security interest may be perfected by recording with the PTO, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration with the PTO is necessary (other than such actions as are necessary to perfect the Security Interest with respect to the Trademark Collateral (or registration or application for registration thereof) acquired or developed after the date hereof), except as provided under applicable law with respect to the filing of continuation statements.

Section 4. *Precedence.* The security interest granted hereby is granted in conjunction with the security interest granted to the Secured Parties under the Collateral Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Collateral Agreement. 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 control.

Section 5. *Recordation.* The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 6. *Modification of Agreement.* This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Indenture.

Section 7. *General.*

(a) 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.

(b) *Successors and Assigns.* This Agreement shall be binding upon and inure to the benefit of the Collateral Agent and the Grantor and their respective permitted successors and assigns.

(c) *Counterparts.* This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

Section 8. *Intercreditor Agreement.* Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted to (a) JPMorgan Chase Bank, N.A., as administrative agent and collateral agent (and its permitted successors) pursuant to the U.S. Collateral Agreement dated as of December 4, 2006 (as amended, restated, supplemented or otherwise modified from time to time), by and among Momentive Performance Materials Inc., Momentive Performance Materials USA, Inc., JPMorgan Chase Bank, N.A., as collateral agent and the other parties party thereto, or (b) any agent or trustee for any other Senior Lenders (as defined in the Intercreditor Agreement referred to below), pursuant to, and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of, the Intercreditor Agreement dated as of May 25, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), by and among JPMorgan Chase Bank, N.A., as Intercreditor Agent, Momentive Performance Materials Inc., Momentive Performance Materials USA, Inc., and the other parties party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

[Signature Pages Follow]

MOMENTIVE PERFORMANCE
MATERIALS INC.

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

[Signature Page to Trademark Security Agreement]

The Bank of New York Mellon Trust
Company, N.A. as Collateral Agent

By: 

Name: R. Tamas
Title: Vice President

[Signature Page to Trademark Security Agreement]