

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.		04/22/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.,as Collateral Agent		
Street Address:	270 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85592536	MAX	
Serial Number:	85738067	SILSOFT SILK	
Serial Number:	85607772	SILTRUST	
Serial Number:	85602429	STEP	
CORRESPONDENCE DATA			
Fax Number:	8668265420		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	3016380511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	Attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		
ATTORNEY DOCKET NUMBER:	PAW1-38610		

OP \$115.00 85592536

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	Penelope/J./A./Agodoa
Date:	04/25/2013
Total Attachments: 5 source=38610#page1.tif source=38610#page2.tif source=38610#page3.tif source=38610#page4.tif source=38610#page5.tif	

TRADEMARK SECURITY AGREEMENT, dated as of April 22, 2013 (this "Agreement"), between MOMENTIVE PERFORMANCE MATERIALS INC., a Delaware corporation (the "Pledgor"), and JPMORGAN CHASE BANK, N.A., as applicable first lien representative (the "Collateral Agent") under the Security Agreement referred to below.

Reference is made to the U.S. Collateral Agreement dated as of December 4, 2006 (as supplemented on December 20, 2007, as amended and restated on November 16, 2012 and as further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Momentive Performance Materials Holdings Inc., the Pledgor, certain subsidiaries of the Pledgor listed therein and the Collateral Agent. The Pledgor and the Collateral Agent have entered into the Amended and Restated Credit Agreement, dated as of February 10, 2011 (as amended by the Incremental Assumption Agreement, dated as of April 2, 2012, as further amended by Amendment No. 1, dated as of November 16, 2012, as further amended by the Second Incremental Facility Amendment, dated as of November 30, 2012, and as further amended, restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among Momentive Performance Materials Holdings Inc., the Pledgor, the subsidiaries of the Pledgor party thereto, the lenders from time to time party thereto, the Collateral 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 or its Secured Guarantee, as applicable, the Pledgor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and confirms its prior grants to the Collateral Agent for the 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.

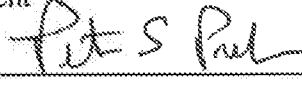
**MOMENTIVE PERFORMANCE MATERIALS
INC.**

By: William H. Carter
Name: William H. Carter
Title: Executive Vice President and Chief
Financial Officer

[Signature Page to Trademark Security Agreement – April 2013]

**TRADEMARK
REEL: 005014 FRAME: 0777**

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

By: 

Name: Peter S. Predun
Title: Executive Director

Schedule I

Trademarks

TRADEMARK	APPLICATION DATE	APPLICATION NUMBER	STATUS
MAX	9-Apr-2012	85592536	Pending
SILSOFT SILK	25-Sep-2012	85738067	Pending
SILTRUST	25-Apr-2012	85607772	Pending
STEP	19-Apr-2012	85602429	Pending