

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM517245

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Interest Assignment Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association, as the prior collateral agent		03/29/2019	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Wilmington Savings Fund Society, FSB, as the current collateral agent
Street Address:	500 Delaware Avenue
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	Federal Savings Bank: DELAWARE

PROPERTY NUMBERS Total: 55

Property Type	Number	Word Mark
Registration Number:	3328328	ACE
Registration Number:	3817196	ACTIVATOR
Registration Number:	4942891	AQUABOND
Registration Number:	4624163	BORDRILL
Registration Number:	747425	CARDURA
Registration Number:	3977424	CASCOCOAT
Registration Number:	3321677	ECOBIND
Registration Number:	0570404	EPIKOTE
Registration Number:	2024235	EPIKURE
Registration Number:	0641951	EPI-REZ
Registration Number:	534577	EPI-REZ
Registration Number:	0625682	EPON
Registration Number:	1197554	EPON
Registration Number:	1444691	EPON HPT
Registration Number:	1192680	EPONEX
Registration Number:	0720158	EPONOL
Registration Number:	4318689	FINES-STA
Registration Number:	3236573	HELOXY

OP \$1390.00 3328328

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3732729	HEXICRETE
Registration Number:	4828291	HEXION
Registration Number:	2244630	KLEEROX
Registration Number:	5090700	KRT
Registration Number:	4195912	OILPLUS
Registration Number:	4091028	PRIMAX
Registration Number:	3834216	PRIME PLUS
Registration Number:	1460464	PROGASOL
Registration Number:	3437184	PROPTRAC
Registration Number:	3732651	SMART PROPPANT
Registration Number:	3917949	STRESS BOND
Registration Number:	1753482	SUPRALEV
Registration Number:	5091305	TRUE NORTH
Registration Number:	1723117	VEOVA
Registration Number:	3271227	VERSATIC
Registration Number:	4673013	X-AIR
Registration Number:	1787723	ARICEL
Registration Number:	0788887	BAKELITE
Registration Number:	2990484	BORD'N-SEAL
Registration Number:	388311	CASCAMITE
Registration Number:	132322	CASCO
Registration Number:	860354	CASCOMEL
Registration Number:	0384795	CASCOPHEN
Registration Number:	1070827	CASCO-RESIN
Registration Number:	435742	CASCOREZ
Registration Number:	1251443	CASCOWAX
Registration Number:	2913251	CERAMAX
Registration Number:	166026	DURITE
Registration Number:	3013774	KLEARSHIELD
Registration Number:	2511107	PROTACT
Registration Number:	1282904	SEACO
Registration Number:	2935507	SPECTRASHIELD
Registration Number:	2402737	STRUCTURFAST
Registration Number:	0857305	WONDER BOND
Registration Number:	2830843	XRT
Serial Number:	86395843	EPOSIL
Serial Number:	87184713	R RESONANCE

CORRESPONDENCE DATA**Fax Number:** 2128366337

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: 212-836-7319**Email:** paul.somelofske@arnoldporter.com**Correspondent Name:** Paul J. Somelofske**Address Line 1:** c/o Arnold & Porter Kaye Scholer LLP**Address Line 2:** 250 West 50th Street**Address Line 4:** New York, NEW YORK 10019-9710

NAME OF SUBMITTER:	Paul J. Somelofske
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SIGNATURE:	/Paul J. Somelofske/
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DATE SIGNED:	04/03/2019
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Total Attachments: 7

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**TRADEMARK SECURITY INTEREST ASSIGNMENT
AGREEMENT**

THIS TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT (this “Agreement”) is made and entered into as of this 29th day of March, 2019, by WILMINGTON TRUST, NATIONAL ASSOCIATION, as the prior collateral agent (in such capacity, “Assignor”), in favor of WILMINGTON SAVINGS FUND SOCIETY, FSB, as the current collateral agent (in such capacity, “Assignee”).

W I T N E S S E T H

WHEREAS, Assignor is party to the Collateral Agreement, dated as of February 8, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among Hexion Inc., a New Jersey corporation (“Hexion”), Hexion Investments Inc., a Delaware corporation (“Hexion Investments” and collectively with Hexion, the “Pledgors”), the other subsidiaries of Hexion party thereto and Assignor;

WHEREAS, pursuant to the Security Agreement, each Pledgor has granted to Assignor, its successors and assigns, for the ratable benefit of the Secured Parties (as defined in the Security Agreement), a security interest in all right, title and interest in or to any and all Trademarks (as defined in the Security Agreement) then owned or at any time thereafter acquired by such Pledgor or in which such Pledgor then had or at any time thereafter may acquire any right, title or interest, including those listed on Schedule I annexed hereto and made a part hereof (collectively, the “Trademark Collateral”);

WHEREAS, that certain Trademark Security Agreement (the “Trademark Security Agreement”) with respect to the security interest granted by each Pledgor under the Security Agreement in the Trademark Collateral, was recorded with the United States Patent and Trademark Office on February 13, 2017 on Reel 005987 / Frame 0850;

WHEREAS, pursuant to that certain Agreement of Resignation, Appointment and Acceptance, dated as of March 29, 2019, among Assignor, Assignee and Hexion, Assignee has assumed and succeeded to all of the rights, powers, discretions, privileges and duties of Assignor as collateral agent under the Indenture and the Security Documents (as defined in the Indenture); and

WHEREAS, Assignor and Assignee desire to enter into this Agreement to evidence the assignment by Assignor to Assignee of all of Assignor’s right, title and interest under the Security Agreement and the Trademark Security Agreement, including, without limitation, Assignor’s security interest in, and lien on, the Trademark Collateral.

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

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement.

2. Assignment. Assignor does hereby transfer, assign, grant and convey to Assignee all of its right, title and interest in and to the Security Agreement and the Trademark Security Agreement, including, without limitation, its security interest in, and lien on, the Trademark Collateral, and Assignee does hereby accept and assume all of such right, title, interest, security interests and liens.

3. Acknowledgment of Pledgors. Each Pledgor hereby (i) confirms its grant to Assignee of a security interest in, and lien on, the Trademark Collateral to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations and (ii) acknowledges and affirms that the rights and remedies of Assignee with respect to its security interest in, and lien on, 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.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

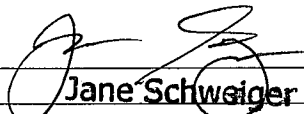
ASSIGNOR:

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as the prior collateral agent

By: _____

Name: _____

Title: _____


Jane Schweiger
Vice President

ASSIGNEE:

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as the current collateral agent

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

ASSIGNOR:

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as the prior collateral agent

By: _____
Name: _____
Title: _____

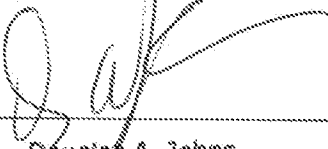
ASSIGNEE:

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as the current collateral agent


By: [Signature]
Name: HELEN A HARRIS
Title: TRUST OFFICER

ACKNOWLEDGED AND AGREED:

HEXION INC.

By: 
Name: _____
Title: Douglas A. Johns
VP, General Counsel
Secretary

HEXION INVESTMENTS INC.

By: 
Name: _____
Title: Douglas A. Johns
Executive Vice President
Secretary

SCHEDULE I
TO
TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT

Trademarks

Hexion Inc.

Trademark	App. No.	File Date	Reg. No.	Reg. Date
ACE	77012374	03-Oct-06	3328328	06-Nov-07
ACTIVATOR	77868379	09-Nov-09	3817196	13-Jul-10
AQUABOND	86634788	19-May-15	4942891	19-Apr-16
BORDRILL	86208925	03-Mar-14	4624163	21-Oct-14
CARDURA	72144546	14-May-62	747425	02-Apr-63
CASCOCOAT	85163910	28-Oct-10	3977424	14-Jun-11
ECOBIND	78895887	30-May-06	3321677	23-Oct-07
EPIKOTE	71629822	16-May-52	0570404	10-Feb-53
EPIKURE	74444730	06-Oct-93	2024235	17-Dec-96
EPI-REZ	72009030	29-May-56	0641951	26-Feb-57
EPI-REZ	71555061	20-Apr-48	534577	12-Dec-50
EPON	71693727	23-Aug-55	0625682	24-Apr-56
EPON	73257740	11-Apr-80	1197554	15-Jun-82
EPON HPT	73627410	28-Oct-86	1444691	30-Jun-87
EPONEX	73232524	24-Sep-79	1192680	30-Mar-82
EPONOL	72107216	26-Oct-60	0720158	22-Aug-61
EPOSIL	86395843	16-Sep-14	N/A	N/A
FINES-STA	85588916	04-Apr-12	4318689	09-Apr-13
HELOXY	78824899	28-Feb-06	3236573	01-May-07
HEXICRETE	77723297	27-Apr-09	3732729	29-Dec-09
HEXION (word)	86338797	16-Jul-14	4828291	06-Oct-15
KLEEROX	75455107	23-Mar-98	2244630	11-May-99
KRT	87007292	20-Apr-16	5090700	29-Nov-16
OILPLUS	85426911	20-Sep-11	4195912	21-Aug-12
PRIMAX	85354010	23-Jun-11	4091028	24-Jan-12
PRIME PLUS	77877641	20-Nov-09	3834216	17-Aug-10
PROGASOL	73595760	28-Apr-86	1460464	13-Oct-87
PROPTRAC	77114354	23-Feb-07	3437184	27-May-08
RESONANCE with Infinity Design	87184713	27-Sep-16	N/A	N/A
SMART PROPPANT	77672074	17-Feb-09	3732651	29-Dec-09
STRESS BOND	77877774	20-Nov-09	3917949	08-Feb-11
SUPRALEV	74225366	21-Nov-91	1753482	23-Feb-93

Trademark	App. No.	File Date	Reg. No.	Reg. Date
TRUE NORTH	87097665	08-Jul-16	5091305	29-Nov-16
VEOVA	74251218	02-Mar-92	1723117	13-Oct-92
VERSATIC	77015123	05-Oct-06	3271227	31-Jul-07
X-AIR	86208942	03-Mar-14	4673013	13-Jan-15

Hexion Investments Inc.

Trademark	App. No.	File Date	Reg. No.	Reg. Date
ARICEL	74262172	03-Apr-92	1787723	17-Aug-93
Bakelite (Word)	72187976	04-Mar-64	0788887	04-May-65
BORD'N-SEAL (SPECIAL FORM)	78334920	02-Dec-03	2990484	30-Aug-05
CASCAMITE	71440540	11-Feb-41	388311	17-Jun-41
CASCO	71126172	17-Dec-19	132322	22-Jun-20
CASCOMEL	72286999	15-Dec-67	860354	19-Nov-68
CASCOPHEN	71434774	08-Aug-40	0384795	04-Feb-41
CASCO-RESIN	73106972	18-Nov-76	1070827	09-Aug-77
CASCOREZ	71519508	25-Mar-47	435742	06-Jan-48
CASCOWAX	73380608	18-Aug-82	1251443	20-Sep-83
CERAMAX	78340430	12-Dec-03	2913251	21-Dec-04
DURITE	71163717	11-May-22	166026	27-Mar-23
KLEARSHIELD (STYLIZED)	78173117	10-Oct-02	3013774	08-Nov-05
PROTACT	75845056	29-Nov-99	2511107	20-Nov-01
SEACO	73428953	06-Jun-83	1282904	26-Jun-84
SPECTRASHIELD (Stylized)	78172855	10-Oct-02	2935507	22-Mar-05
STRUCTURFAST	75614963	04-Jan-99	2402737	07-Nov-00
WONDER BOND	72274403	21-Jun-67	0857305	24-Aug-68
XRT	78163047	11-Sep-02	2830843	06-Apr-04