

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM531664

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Interest (Term Loan)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hexion Inc.		07/01/2019	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	10 S. Dearborn		
Internal Address:	7th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Registration Number:	3817196	ACTIVATOR	
Registration Number:	4942891	AQUABOND	
Registration Number:	4624163	BORDRILL	
Registration Number:	0747425	CARDURA	
Registration Number:	3977424	CASCOCOAT	
Registration Number:	3321677	ECOBIND	
Registration Number:	0570404	EPIKOTE	
Registration Number:	2024235	EPIKURE	
Registration Number:	0641951	EPI-REZ	
Registration Number:	0534577	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:	5151607	EPOSIL	
Registration Number:	4318689	FINES-STA	
Registration Number:	3236573	HELOXY	

CH \$865.00 3817196

Property Type	Number	Word Mark
Registration Number:	3732729	HEXICRETE
Registration Number:	4828291	HEXION
Registration Number:	5090700	KRT
Registration Number:	4195912	OILPLUS
Registration Number:	4091028	PRIMAX
Registration Number:	3834216	PRIME PLUS
Registration Number:	5697498	PROPSHIELD
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
Serial Number:	88059834	ARMORBUILT

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: 2124552121
Email: jnull@stblaw.com
Correspondent Name: Elizabeth Gladstone
Address Line 1: 425 Lexington Avenue
Address Line 4: new York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1484
NAME OF SUBMITTER:	J. Jason Mull
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	07/12/2019

Total Attachments: 6
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Notice of Grant of Security Interest (Term Loan) in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST (TERM LOAN) IN TRADEMARKS, dated as of July 1, 2019 (this “Notice”), made by HEXION INC., a New Jersey corporation (the “Pledgor”), in favor of JPMORGAN CHASE BANK, N.A., as Collateral Agent (as defined below).

Reference is made to the U.S. Collateral Agreement (Term Loan), dated as of July 1, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Pledgor (in its capacity as Borrower thereunder), each subsidiary of the Pledgor identified therein and JPMorgan Chase Bank, N.A., as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Notice.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as applicable, in full of the Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets 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, but excluding any Excluded Property, the “Trademark Collateral”):

all Trademarks, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “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 Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. *Collateral 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 Collateral 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 Collateral 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 Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. *Counterparts.* This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law.* THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

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

HEXION INC.

By: 

Name: Mark D. Bidstrup

Title: Senior Vice President and Treasurer

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

By: 
Name: Peter S. Predun
Title: Executive Director

[Signature Page to Notice of Grant of Security Interest in Trademarks (Term Loan)]

TRADEMARK
REEL: 006693 FRAME: 0041

Schedule I
to Notice of Grant of Security Interest (Term Loan) in Trademarks

U.S. Trademarks and Trademark Applications

Trademark	App. No.	File Date	Reg. No.	Reg. Date	Owner
ACTIVATOR	77868379	09-Nov-2009	3817196	13-Jul-2010	Hexion Inc.
AQUABOND	86634788	19-May-2015	4942891	19-Apr-2016	Hexion Inc.
ARMORBUILT	88059834	31-Jul-2018			Hexion Inc.
BORDRILL	86208925	03-Mar-2014	4624163	21-Oct-2014	Hexion Inc.
CARDURA	72144546	14-May-1962	747425	02-Apr-1963	Hexion Inc.
CASCOCOAT	85163910	28-Oct-2010	3977424	14-Jun-2011	Hexion Inc.
ECOBIND	78895887	30-May-2006	3321677	23-Oct-2007	Hexion Inc.
EPIKOTE	71629822	16-May-1952	0570404	10-Feb-1953	Hexion Inc.
EPIKURE	74444730	06-Oct-1993	2024235	17-Dec-1996	Hexion Inc.
EPI-REZ	72009030	29-May-1956	0641951	26-Feb-1957	Hexion Inc.
EPI-REZ	71555061	20-Apr-1948	534577	12-Dec-1950	Hexion Inc.
EPON	71693727	23-Aug-1955	0625682	24-Apr-1956	Hexion Inc.
EPON	73257740	11-Apr-1980	1197554	15-Jun-1982	Hexion Inc.
EPON HPT	73627410	28-Oct-1986	1444691	30-Jun-1987	Hexion Inc.
EPONEX	73232524	24-Sep-1979	1192680	30-Mar-1982	Hexion Inc.
EPONOL	72107216	26-Oct-1960	0720158	22-Aug-1961	Hexion Inc.
EPOSIL	86395843	16-Sep-2014	5151607	28-Feb-2017	Hexion Inc.
FINES-STA	85588916	04-Apr-2012	4318689	09-Apr-2013	Hexion Inc.
HELOXY	78824899	28-Feb-2006	3236573	01-May-2007	Hexion Inc.
HEXICRETE	77723297	27-Apr-2009	3732729	29-Dec-2009	Hexion Inc.
HEXION (Word)	86338797	16-Jul-2014	4828291	06-Oct-2015	Hexion Inc.

Trademark	App. No.	File Date	Reg. No.	Reg. Date	Owner
KRT	87007292	20-Apr-2016	5090700	29-Nov-2016	Hexion Inc.
OILPLUS	85426911	20-Sep-2011	4195912	21-Aug-2012	Hexion Inc.
PRIMAX	85354010	23-Jun-2011	4091028	24-Jan-2012	Hexion Inc.
PRIME PLUS	77877641	20-Nov-2009	3834216	17-Aug-2010	Hexion Inc.
PROPSHIELD	88168982	25-Oct-2018	5697498	12-Mar-2019	Hexion Inc.
PROPTRAC	77114354	23-Feb-2007	3437184	27-May-2008	Hexion Inc.
SMART PROPPANT	77672074	17-Feb-2009	3732651	29-Dec-2009	Hexion Inc.
STRESS BOND	77877774	20-Nov-2009	3917949	08-Feb-2011	Hexion Inc.
SUPRALEV	74225366	21-Nov-1991	1753482	23-Feb-1993	Hexion Inc.
TRUE NORTH	87097665	08-Jul-2016	5091305	29-Nov-2016	Hexion Inc.
VEOVA	74251218	02-Mar-1992	1723117	13-Oct-1992	Hexion Inc.
VERSATIC	77015123	05-Oct-2006	3271227	31-Jul-2007	Hexion Inc.
X-AIR	86208942	03-Mar-2014	4673013	13-Jan-2015	Hexion Inc.