

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM606577

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|--|---|---------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | PARTIAL RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| CITIBANK, N.A., As Administrative Agent | | 11/02/2020 | National Banking Association: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | MOMENTIVE PERFORMANCE MATERIALS INC. | | |
| Street Address: | 260 Hudson River Road | | |
| City: | Waterford | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 12188 | | |
| Entity Type: | Corporation: DELAWARE | | |
| Name: | MOMENTIVE PERFORMANCE MATERIALS GMBH | | |
| Street Address: | Chemiepark Leverkusen | | |
| Internal Address: | Building V7 | | |
| City: | Leverkusen | | |
| State/Country: | GERMANY | | |
| Postal Code: | 51368 | | |
| Entity Type: | Gesellschaft Mit Beschränkter Haftung (GmbH): GERMANY | | |
| PROPERTY NUMBERS Total: 18 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4781845 | CAULK IT LIKE YOU MEAN IT | |
| Registration Number: | 4919221 | IRON GRIP | |
| Registration Number: | 1320264 | LAST-O-COAT | |
| Registration Number: | 2023532 | | |
| Registration Number: | 5584825 | LIGHTHOUSE PRODUCTS | |
| Registration Number: | 4369671 | MAX | |
| Registration Number: | 4008557 | MD | |
| Registration Number: | 2312957 | M-D | |
| Registration Number: | 2134455 | OMBRELLA | |
| Registration Number: | 5082754 | POINT & SEAL | |
| Registration Number: | 3184892 | SILICONE I | |
| Registration Number: | 2966422 | SILICONE II | |
| TRADEMARK | | | |

| Property Type | Number | Word Mark |
|----------------------|----------|-------------|
| Registration Number: | 4484788 | SPEEDPAINT |
| Registration Number: | 3401887 | VIP |
| Serial Number: | 88960172 | KOVER KRACK |
| Serial Number: | 88960204 | NCS45 |
| Serial Number: | 88960227 | WHITE MAGIC |
| Serial Number: | 88955774 | INFINITY |

CORRESPONDENCE DATA

Fax Number: 2123099507

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: 2128016488

Email: chius@gtlaw.com

Correspondent Name: Greenberg Traurig, LLP attn: Sandy Chiu

Address Line 1: 200 Park Avenue, 38th Floor

Address Line 4: New York, NEW YORK 10166

| | |
|--------------------|--------------|
| NAME OF SUBMITTER: | Sandy Chiu |
| SIGNATURE: | /Sandy Chiu/ |
| DATE SIGNED: | 11/03/2020 |

Total Attachments: 4

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PARTIAL RELEASE OF ABL SECURITY INTEREST IN TRADEMARKS

THIS PARTIAL RELEASE OF ABL SECURITY INTEREST IN TRADEMARKS (this “Partial Release”) is made effective as of November 2, 2020, by and from CITIBANK, N.A., a National Banking Association, located at 1615 Brett Road OPS III, New Castle, Delaware 19720, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacities, the “Administrative Agent”), in favor of MOMENTIVE PERFORMANCE MATERIALS INC., a Delaware corporation, located at 260 Hudson River Road, Waterford, New York 12188 (“MPM”) and MOMENTIVE PERFORMANCE MATERIALS GMBH, a company organized under the laws of Germany, located at Chemiepark Leverkusen, Building V7, 51368 Leverkusen, Germany (together with MPM, each a “Grantor” and collectively, “Grantors”). Capitalized terms used herein and not otherwise herein defined have the meanings set forth in the Trademark Security Agreement or the Collateral Agreement (each as defined below), as applicable.

WHEREAS, the Administrative Agent, Grantors, and certain other parties thereto are parties to that certain ABL Collateral Agreement, dated as of May 15, 2019 (as amended, restated, supplemented, waived or otherwise modified from time to time, the “Collateral Agreement”), executed in order to secure the payment and performance of the Obligations in accordance with the terms and conditions of the Loan Documents;

WHEREAS, on May 15, 2019, Grantors and Administrative Agent entered into that certain ABL Trademark Agreement (“Trademark Security Agreement”), whereby each Grantor granted the Administrative Agent (for the ratable benefit of the Secured Parties) a security interest in all of all of its right, title and interest in all of Grantor’s Intellectual Property, including the Trademarks listed on Schedule A hereto.

WHEREAS, the Trademark Security Agreement was recorded with the Trademark Division of the U.S. Patent and Trademark Office (“USPTO”) on June 5, 2019 at Reel/Frame 6663/0269; and

WHEREAS, Grantors have requested the Administrative Agent release the Administrative Agent’s security interest in and to certain Trademarks as more particularly described on Schedule A hereto (the “Released Trademarks”) and the Administrative Agent hereby agrees to terminate and release such security interest in and to all such Released Trademarks in accordance with the terms of this Partial Release.

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

1. Release of Security Interest. The Administrative Agent hereby unconditionally and irrevocably terminates, releases, and forever discharges any security interest in the Released Trademarks, and hereby assigns and transfers to the Grantors, without recourse, all of the Administrative Agent’s right, title and interest in or to each of the Released Trademarks. For clarity, the Administrative Agent’s security interest in all Trademarks, other than the Released Trademarks, shall remain in full force and effect.

2. Authorization to Record. The Administrative Agent authorizes and requests that the USPTO record this Partial Release.

3. Further Assurances. The Administrative Agent agrees, at Grantors' sole cost and expense, to take further actions as reasonably requested by Grantors and their successors, assigns and legal representatives and to provide to Grantors and their successors, assigns and legal representatives such cooperation and assistance, including, without limitation, the execution and delivery of any further documents or other instruments, as Grantors and their successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Partial Release.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Administrative Agent has caused this Partial Release to be duly executed and delivered by its duly authorized officer as of the date first written above.

ADMINISTRATIVE AGENT:

CITIBANK, N.A.

By: 

Name: Christopher Navro

Title: Director & Vice President

SCHEDULE A**Released Trademarks**

| Trademark | Country | Status | Application No. | Filing Date | Registration Date | Registration No. |
|------------------------------|----------------|---------------|------------------------|--------------------|--------------------------|-------------------------|
| CAULK LIKE YOU MEAN IT | US | Registered | 86474023 | 08-Dec-2014 | 28-Jul-2015 | 4781845 |
| IRON GRIP | US | Registered | 86469011 | 02-Dec-2014 | 15-Mar-2016 | 4919221 |
| LAST-O-COAT | US | Registered | 73471617 | 22-Mar-1984 | 19-Feb-1985 | 1320264 |
| LIGHTHOUSE LOGO | US | Registered | 75010516 | 25-Oct-1995 | 17-Dec-1996 | 2023532 |
| LIGHTHOUSE PRODUCTS | US | Registered | 87814049 | 28-Feb-2018 | 16-Oct-2018 | 5584825 |
| MAX | US | Registered | 85592536 | 09-Apr-2012 | 16-Jul-2013 | 4369671 |
| MD & House Design (New Form) | US | Registered | 85101216 | 05-Aug-2010 | 09-Aug-2011 | 4008557 |
| M-D AND HOUSE DESIGN | US | Registered | 75403435 | 14-Nov-1997 | 01-Feb-2000 | 2312957 |
| OMBRELLA | US | Registered | 75248785 | 27-Feb-1997 | 03-Feb-1998 | 2134455 |
| POINT & SEAL | US | Registered | 86469033 | 02-Dec-2014 | 15-Nov-2016 | 5082754 |
| SILICONE I | US | Registered | 78661419 | 30-Jun-2005 | 12-Dec-2006 | 3184892 |
| SILICONE II | US | Registered | 7831079 | 08-Oct-2003 | 12-Jul-2005 | 2966422 |
| SPEEDPAINT | US | Registered | 86006198 | 10-Jul-2013 | 18-Feb-2014 | 4484788 |
| VIP | US | Registered | 78893675 | 26-May-2006 | 25-Mar-2008 | 3401887 |
| Kover Krack | US | Pending | 88960172 | 11-Jun-2020 | | |
| NSC45 | US | Pending | 88960204 | 11-Jun-2020 | | |
| White Magic | US | Pending | 88960227 | 11-Jun-2020 | | |
| Infinity | US | Pending | 88955774 | 09-Jun-2020 | | |