

MG02

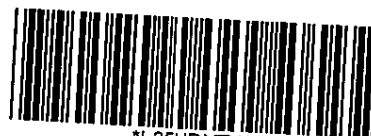
Statement of satisfaction in full or in part of mortgage or charge



☒ **What this form is for**
You may use this form to register a
statement of satisfaction in full or in
part of a mortgage or charge.

☐ **What this form is for**
You cannot use this form to register
a statement of satisfaction in full or
in part of a fixed charge or a
company registered in the
do this, please use

WEDNESDAY



L25HDYT4

LD2

03/04/2013

#72

COMPANIES HOUSE

1 Company details

Company number 00867053

Company name in full Momenve Specialty Chemicals UK Limited

for official use

Filing in this form
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Creation of charge

Date charge created 31/05/2013

Description IP Security Agreement
(see Part 1 of the attached Continuation Sheets for further details)

Date of registration 31/05/2013

**You should give a description of
the instrument (if any) creating or
evidencing the charge,
e.g. 'Legal charge'**

**The date of registration may be
confirmed from the certificate**

3 Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the
debenture holders

Name J P Morgan Europe Limited

Address 125 London Wall, London

Postcode EC2Y 5AJ

Name

Address

Postcode

Name

Address

Postcode

Continuation page
Please use a continuation page if
you need to enter more details.

MG02

Statement of satisfaction in full or in part of mortgage or charge

4

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page
Please use a continuation page if
you need to enter more details.

Short particulars

See Part 3 of the attached Continuation Sheets for particulars of the property charged and Part 2 of the attached Continuation Sheets for the definitions of terms used in this form MG02 and in Parts 1 and 3 of the attached Continuation Sheets

5

Satisfaction of the debt

I confirm that the debt for which the charge described above was given has been paid or satisfied ●

- ☒ In full
☐ In part.

● Please tick one box only

6

Signature

Please sign the form here

Signature

Signature

X



X

This form must be signed by a person with an interest in the registration of the charge.

MG02

Statement of satisfaction in full or in part of mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Karen Ireland

Company name O'Melveny & Myers

Address Warwick Court

5 Paternoster Square

Post town London

County/Region

Postcode E C 4 M 7 D X

Country UNITED KINGDOM

DX

Telephone



Important information

Please note that all information on this form will appear on the public record.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland.
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have completed the charge details in Section 2.
- ☐ You have completed the name and address of the chargee, or trustee for the debenture holders.
- ☐ You have completed the short particulars of the property mortgaged or charged
- ☐ You have confirmed whether the charge is to be satisfied in full or in part.
- ☐ You have signed the form



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

MOMENTIVE SPECIALTY CHEMICALS UK LIMITED

CONTINUATION SHEETS TO FORM MG02

PART 1

Description of charge

Intellectual Property Security Agreement (the "**IP Agreement**") dated 31 May 2005 between the Chargor as counterparty and J P Morgan Europe Limited as administrative agent (the "**Administrative Agent**") for itself and for the benefit of the other Secured Parties

MOMENTIVE SPECIALTY CHEMICALS UK LIMITED

CONTINUATION SHEETS TO FORM MG02

PART 2

Definitions

In this Form MG02 the following terms have the following meanings and apply equally to the singular and plural forms of the terms defined

"Chargor" means Borden Chemical GB Limited (now known as Momentive Specialty Chemicals UK Limited)

"Collateral Agreement" shall mean the Collateral Agreement, in the form of Exhibit E as defined in the Credit Agreement, as amended, supplemented or otherwise modified from time to time, among Hexion LLC, the U S Borrower and each Domestic Subsidiary Loan Party and the Administrative Agent

"Copyrights" means all of the Chargor's current and future copyrights including, but not limited to, the copyrights, if any, listed in Schedule "A" of the IP Agreement

"Credit Agreement" means the credit agreement dated on or about the date hereof made between amongst others Hexion LLC (file/a BHI Acquisition Corp), Hexion Specialty Chemicals, Inc (f/k/a Borden Chemical, Inc) (the **"U.S. Borrower"**), Borden Chemical Canada, Inc , (the **"Canadian Borrower"**), Resolution Europe B V (the **"Dutch Borrower"**), Bakelite AG (upon satisfaction of the conditions set forth in Section 4.03 of the Credit Agreement, the **"German Borrower"**), Borden Chemical GB Limited and Borden Chemical UK Limited (together, the **"UK Borrowers"** and, together with the U S Borrower, the Canadian Borrower, the Dutch Borrower and the German Borrower, the **"Foreign Borrowers"**), the Lenders party thereto from time to time and JPMorgan Chase Bank, N A , as Administrative Agent for the Lenders each as defined in such agreement as amended, varied, novated or supplemented from time to time

"Debentures" mean the 8.375% Debentures of the U S Borrower due 2016, the 9.200% Debentures of the U S Borrower due 2021 and the 7.875% Debentures of the U S Borrower due 2023

"Debenture Indentures" mean the Indenture of the U S Borrower dated as of January 15, 1983, governing the Debentures due 2016, and the Indenture of the U S Borrower dated as of December 15, 1987, governing the Debentures due 2021 and 2023, in each case as amended, modified or supplemented from time to time

"Domestic Subsidiary Loan Party" means each Wholly-Owned Domestic Subsidiary other than (a) Unrestricted Subsidiaries and (b) Indenture Restricted Subsidiaries

"Equity Interests" of any person shall mean any and all shares, interests, rights to purchase, warrants, options, participation or other equivalents of or interests in (however designated) equity of such person, including any preferred stock, any limited or general partnership interest and any limited liability company membership interest

"Foreign Guarantee Agreement" mean the Foreign Guarantee Agreement, substantially in the form of Exhibit F-2 as defined in the Credit Agreement, as amended, supplemented or otherwise modified from time to time, among the Foreign Subsidiary Loan Parties and the Administrative Agent that provides for a Guarantee by such Foreign Subsidiary Loan Parties of the Obligations of Foreign Subsidiary Loan Parties, in form and substance reasonably satisfactory to the Administrative Agent

"Foreign Subsidiary Loan Parties" mean any Foreign Subsidiary listed under Schedule 101(b) of the Credit Agreement

"Grantee Licences" means all right, title and interest of the Chargor under the terms of any Grantee Licence Agreements, including any and all renewals, extensions, supplements, amendments and continuations thereof

"Grantee Licence Agreements" means all present and future license agreements to which the Chargor is a party, as licensee, including, but not limited to, the license agreements, if any, listed in Schedule "A" of the IP Agreement and noted as such

"Grantor Licences" means all right, title and interest of the Chargor under the terms of any Grantor Licence Agreements, including any and all (i) renewals, extensions, supplements, amendments and continuations thereof, (ii) income, royalties, damages and payments now and hereafter due or payable to the Chargor with respect thereto, including without limitation, damages and payments for past or future violations or infringements or misappropriations thereof, and (iii) rights to sue for past, present and future violations or infringements thereof

"Grantor Licence Agreements" means all present and future license agreements to which the Chargor is a party, as licensor, including, but not limited to, the license agreements, if any, listed in Schedule "A" of the IP Agreement and noted as such

"Indenture Restricted Subsidiary" means a "Restricted Subsidiary" under and as defined in either of the Debenture Indentures

"Industrial Designs" means all of the Chargor's current and future industrial designs including, but not limited to, the industrial designs, if any, listed in Schedule "A" of the IP Agreement

"Integrated Circuit Topographies" means, all of the Chargor's current and future integrated circuit topographies including, but not limited to, the integrated circuit topographies, if any, listed in Schedule "A" of the IP Agreement

"Intellectual Property" means all Copyrights, Licences, Patents, Trade Marks, Trade Secrets, Integrated Circuit Topographies, Industrial Designs and all other present and future intellectual property belonging to the Chargor or in which the Chargor has any right or interest, including, but not limited to, any and all (i) income, royalties, damages and payments now and hereafter due and/or payable to the Chargor with respect thereto, including, without limitation, damages and payments for past or future infringements or misappropriations thereof, (ii) rights to sue for past, present and future infringements or misappropriations thereof, (iii) all other rights corresponding thereto throughout the world, and (iv) Intellectual Property (as that term is defined in the Collateral Agreement) of the Chargor

"Licences" means Grantor Licences and Grantee Licences

"Patents" means all of the Chargor's patents that have been or will be granted, including, but not limited to, any and all (i) inventions and improvements thereof and (ii) reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, including, but not limited to, the patents and patent applications, if any, listed in Schedule "A" of the IP Agreement

"Secured Parties" has the meaning given to such term in the Foreign Guarantee Agreement, and any reference herein to the "Secured Parties" shall be interpreted as referring to "the Secured Parties or any of them" ,

"Trade Marks" means all of the Chargor's current and future trade marks including, but not limited to, the trade marks, if any, listed in Schedule "A" of the IP Agreement

"Trade Secrets" means all of the Chargor's current and future trade secrets and other proprietary know-how or information including, but not limited to, the trade secrets, if any, listed in Schedule "A" of the IP Agreement

"Unrestricted Subsidiary" shall mean (i) any subsidiary of the U S Borrower identified on Schedule 101(d) of the Credit Agreement and (ii) any additional subsidiary of the U S Borrower designated as such by the U S Borrower that, together with all other Unrestricted Subsidiaries designated pursuant to this clause (ii), constitutes in the aggregate less than 5% of (i) aggregate net sales on a trailing twelve months' basis and (ii) Consolidated Total Assets at such date of determination, provided that, at any time an Unrestricted Subsidiary designation pursuant to this clause (ii) causes the aggregate sales or aggregate assets test set forth above to no longer be satisfied, the Unrestricted Subsidiary or Unrestricted Subsidiaries, as applicable, that has or have either the highest sales or the largest book value of assets, as applicable, of all such Unrestricted Subsidiaries as of the date of the most recent financial statements delivered pursuant to Section 5.04(a) or (b) shall automatically constitute a Subsidiary and cease to constitute an Unrestricted Subsidiary and the U S Borrower shall promptly cause the U S Guarantee Agreement or the Foreign Guarantee Agreement, as applicable, and appropriate Security Documents to be executed and delivered to the Administrative Agent (such that, following such conversion of each such Unrestricted Subsidiary to a Subsidiary, the Collateral and Guarantee Requirement (as defined in the Credit Agreement) shall be satisfied and the remaining Unrestricted Subsidiaries shall satisfy this definition), provided, further, that no Existing Notes Issuer shall be an Unrestricted Subsidiary

"Wholly Owned Subsidiary" of any person shall mean a subsidiary of such person, all of the Equity Interests of which (other than directors' qualifying shares or nominee or other similar shares required pursuant to applicable law) are owned by such person or another Wholly Owned Subsidiary of such person

MOMENTIVE SPECIALTY CHEMICALS UK LIMITED

CONTINUATION SHEETS TO FORM MG02

Part 3

Short particulars of all the property mortgaged or charged

The Chargor mortgaged and charged to the Administrative Agent for and on behalf of and for the benefit of itself and the other Secured Parties, as and by way of a fixed and specific mortgage and charged and granted to the Administrative Agent a security interest for and on behalf of and for the benefit of itself and the other Secured Parties in all of the Chargor's entire right, title and interest now owned or existing and hereafter acquired or arising in the Intellectual Property (the "**Intellectual Property Collateral**")

DETAILS OF MORTGAGED PROPERTY

Trademarks

Country	Owner	Trade-mark	Reg./Appl. No.	Date
----------------	--------------	-------------------	-----------------------	-------------

None

Patents

Country	Owner	Patent Grant Number	Description
Canada	Borden Chemical GB Limited (now known as Momentive Specialty Chemicals UK Limited)	2048683	Process for Producing Improved Phenolic Foams from Phenolic Resole Resins
Canada	Borden Chemical GB Limited (now known as Momentive Specialty Chemicals UK Limited)	1252946	Process for Producing Phenolic Foams