

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ashland Inc.		10/31/2007	CORPORATION: KENTUCKY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ashland Licensing and Intellectual Property LLC		
<b>Street Address:</b>	5200 Blazer Parkway		
<b>City:</b>	Dublin		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	43017		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	78598840	VALVOLINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(858)357-7147		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	859-357-7405		
<b>Email:</b>	pafredrick@ashland.com		
<b>Correspondent Name:</b>	Patricia a. Fredrick		
<b>Address Line 1:</b>	3499 Blazer Parkway		
<b>Address Line 4:</b>	Lexington, KENTUCKY 40509		
<b>ATTORNEY DOCKET NUMBER:</b>	91380EUS		
<b>NAME OF SUBMITTER:</b>	/Patricia A. Fredrick/		
<b>Signature:</b>	/Patricia A. Fredrick/		
<b>Date:</b>	11/07/2007		

OP \$40.00 78598840

Total Attachments: 2

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**TRADEMARK ASSIGNMENT**  
**United States**

WHEREAS, **Ashland Inc.**, a corporation organized under the laws of the State of Kentucky, U.S.A., whose business address is 50 E. RiverCenter Boulevard, Covington, Kentucky 41012-0391, U.S.A., (hereinafter "Assignor"), has adopted and used and is the owner of the trademark shown on the attached Schedule A and the application and related goodwill therefor (hereinafter "the Trademark").

WHEREAS, **Ashland Licensing and Intellectual Property LLC**, a limited liability company organized under the laws of the State of Delaware, U.S.A., whose business address is 5200 Blazer Parkway, Dublin, Ohio 43017, U.S.A. (hereinafter "Assignee"), desires to acquire the Trademark;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to the Trademark, including all claims for damages for past infringement, together with the goodwill of the business symbolized by the Trademark.

This Assignment shall be effective on **October 31, 2007**.

Ashland Inc.

By: Thomas F. Davis  
Thomas F. Davis, Assistant Secretary

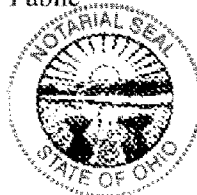
Ashland Licensing and Intellectual Property LLC

By: Vernon F. Venne  
Vernon F. Venne, President *pfv*

STATE OF OHIO ) ss.  
COUNTY OF FRANKLIN )  
UNITED STATES OF AMERICA )

On this 31<sup>st</sup> day of October, 2007, Thomas F. Davis and Vernon F. Venne personally appeared and executed the foregoing instrument before me and acknowledged that they executed the same, of their own free will and for the purposes set forth with authority to do so.

Patricia E. Carothers  
Notary Public



PATRICIA E. CAROTHERS  
Notary Public, State of Ohio  
My Commission Expires 01/17/2010

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**TRADEMARK**  
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