

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ashland Licensing and Intellectual Property, LLC		08/31/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Drew Marine USA, Inc.		
Street Address:	450 Park Ave., 6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	1054326	AMERFLON	
Registration Number:	1754734	AMEROX	
Registration Number:	3161382	COMBOMAR	
Registration Number:	2049903	DREWFRESH	
Registration Number:	2851683	DREW HATCH GRIP	
Registration Number:	1049319	FERROFILM	
Registration Number:	1510565	MAGNAKOTE	
Registration Number:	0872448	STOP-SOOT	
Registration Number:	1942188	THE SUPERIOR ALTERNATIVE	
CORRESPONDENCE DATA			
Fax Number:	(202)772-5858		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202.772.5800		

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Email: trademarks@blankrome.com
Correspondent Name: Susan B. Flohr c/o Blank Rome LLP
Address Line 1: 600 New Hampshire Ave., N.W.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20037

ATTORNEY DOCKET NUMBER:	133110.00100
NAME OF SUBMITTER:	Susan B. Flohr
Signature:	/sbf/
Date:	09/04/2009

Total Attachments: 6
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TRADEMARK ASSIGNMENT

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 "Assignor"), is the owner of the trademarks and the registrations therefor and the domain names set forth on the attached Schedule 1 and all goodwill related thereto (hereinafter "the Trademarks").

WHEREAS, **Drew Marine USA, Inc.**, a corporation organized and existing under the laws of the State of Delaware, U.S.A., having a place of business c/o JFL-DMH Partners I, L.P., 450 Park Ave, 6th Floor, New York, NY 10022 U.S.A., (hereinafter referred to as "Assignee"), desires to acquire the Trademarks;

WHEREAS, Assignee's parent, JFL-DMH Partners I L.P. and Assignor's parent, Ashland Inc., entered into a Agreement entitled Agreement of Purchase and Sale ("Purchase Agreement") pursuant to which Ashland Inc., agreed that Assignor will assign to Assignee all rights in and to the Trademarks used exclusively in the "Business," as defined in the Purchase Agreement, since October 1, 2007 which transactions are to close on August 31, 2009 ("the Closing").

NOW, THEREFORE, in consideration of the premises, and for other 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 Trademarks, including all rights to take action in respect of and past infringement and claims for damages for past infringement, together with the goodwill of the business symbolized by the Trademarks.

To the extent after Closing, but no later than twelve (12) months after the Effective Date, Assignor and Assignee become aware that Ashland and/or its Affiliates and/or Assignor own

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certain registered trademarks not on Schedule 1 which are used exclusively in the Business, Assignor agrees to enter into such additional assignments as are required to effectuate the transfer of such registered trademarks to Assignee, and all the other terms of this Assignment shall apply equally thereto. To the extent that after Closing, but no later than twelve (12) months after the Effective Date, Assignor and Assignee become aware that certain Trademarks set forth on Schedule 1 are not used exclusively in the Business, but are used in the Business, Assignee agrees that such registered trademarks will be transferred to the Trademark License Agreement entered into by Assignor and Assignee of even date hereof and all the terms of this Trademark License Agreement shall apply equally. To the extent after Closing, but no later than twelve (12) months after the Effective Date, Assignor and Assignee become aware that certain Trademarks set forth on Schedule 1 are not used in the Business, Assignee agrees to remove such Trademarks entirely from the transaction and Assignee will assign such Trademarks to Assignor. Nothing in this paragraph shall alter the warranties set forth in paragraph 5.16(c) of the Purchase Agreement.

The Parties further agree, without any additional consideration, that should any further documents be required to effectuate the assignment of the Trademarks or their recordation anywhere worldwide, Assignor will execute and deliver such documents as reasonably requested to Assignee and at Assignee's expense.

Signatures on next page of Assignment

In witness whereof, said Assignor and Assignee have duly executed and delivered this Assignment to be effective on August 31, 2009, ("the Effective Date").

Ashland Licensing and Intellectual Property LLC

By: _____
Name:
Title:

STATE OF _____) ss.
COUNTY OF _____)
UNITED STATES OF AMERICA)

On this _____ day of _____, 2009, _____ personally appeared and executed the foregoing instrument before me and acknowledged that he/she executed the same, of his/her own free will and for the purposes set forth with authority to do so.

Notary Public

Drew Marine USA, Inc.

By: _____
Name: Louis N. Mintz
Title: Assistant Secretary

STATE OF New York) ss.
COUNTY OF New York)
UNITED STATES OF AMERICA)

On this 31st day of August, 2009, Louis N. Mintz personally appeared and executed the foregoing instrument before me and acknowledged that he/she executed the same, of his/her own free will and for the purposes set forth with authority to do so.

[Signature]

Notary Public

RUSTIN PAUL
Notary Public, State of New York
No. 02PA6164857
Qualified in New York County
My Commission Expires April 30, 2011

In witness whereof, said Assignor and Assignee have duly executed and delivered this Assignment to be effective on August 31, 2009, ("the Effective Date").

Ashland Licensing and Intellectual Property LLC

By: Gregory S. Bickett
Name: Gregory S. Bickett
Title: AUTHORIZED SIGNATORY

STATE OF New York) ss.
COUNTY OF New York)
UNITED STATES OF AMERICA)

On this 31 day of August, 2009, Gregory S. Bickett personally appeared and executed the foregoing instrument before me and acknowledged that he/she executed the same, of his/her own free will and for the purposes set forth with authority to do so.

RUSTIN PAUL
Notary Public, State of New York
No. 02PA6164857
Qualified in New York County
My Commission Expires April 30, 2011

[Signature]
Notary Public

Drew Marine USA, Inc.

By: _____
Name: _____
Title: _____

STATE OF _____) ss.
COUNTY OF _____)
UNITED STATES OF AMERICA)

On this _____ day of _____, 2009, _____ personally appeared and executed the foregoing instrument before me and acknowledged that he/she executed the same, of his/her own free will and for the purposes set forth with authority to do so.

Notary Public
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**SCHEDULE 1
TRADEMARKS**

Trademark	Country	Registration Number	Registration Date
AMERET	Indonesia	290664	March 31, 1993
AMERFLON	United States of America	1054326	December 14, 1976
AMEROX	United States of America	1754734	March 2, 1993
BN TREND TEC	Germany	39916515	March 20, 1999
BUNKER MONITOR	Germany	39916516	March 20, 1999
COMBOMAR	China (Peoples Republic)	3814170	November 21, 2005
COMBOMAR	Germany	39916514	March 20, 1999
COMBOMAR	United States of America	3161382	October 24, 2006
DREWFRESH	United States of America	2049903	April 1, 1997
DREW HATCH GRIP	United States	2851683	June 8, 2004
DREW HATCH GRIP	Canada	TMA609803	May 10, 2004
FERROFILM	United States of America	1049319	October 5, 1976
MAGNAKOTE	China (Peoples Republic)	3810114	October 21, 2005
MAGNAKOTE	United States of America	1510565	November 1, 1988
MAR-TEC	Germany	30051978	November 24, 2000
MAR-TEC LOGO	Germany	30051979	December 13, 2000
SAMPEL-TEC	Germany	39962904	January 21, 2000
STOP-SOOT	United States of America	872448	July 8, 1969
THE SUPERIOR ALTERNATIVE	United States of America	1942188	December 19, 1995
ULTRATEST	Benelux	056868	August 26, 1971

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**SCHEDULE 1
DOMAIN NAMES**

DOMAIN NAME	REGISTRATION DATE	NEXT RENEWAL DATE
COMBOMAR.COM	May 26, 2005	May 26, 2010
COMBOMAR.NET	May 26, 2005	May 26, 2010
COMBOMAR.ORG	May 26, 2005	May 26, 2010
MAR-TEC.COM	December 28, 2005	December 28, 2010
MAR-TEC.NET	May 26, 2005	May 26, 2010
DREWWATCH.BIZ	October 3, 2001	November 6, 2012
DREWWATCH.COM	April 7, 2003	February 2, 2011
DREWWATCH.NET	June 22, 2000	June 22, 2013
DREWWATCH.ORG	June 22, 2000	June 22, 2013
DREWMARINE.BIZ	October 3, 2001	November 6, 2013
DREW-MARINE.BIZ	October 3, 2001	November 6, 2013
DREW-MARINE.COM	October 18, 2000	October 18, 2010
DREWMARINE.NET	June 23, 2000	June 23, 2011
DREW-MARINE.NET	October 18, 2000	October 18, 2010
DREWMARINE.ORG	June 23, 2000	June 23, 2011
DREW-MARINE.ORG	October 18, 2000	October 18, 2010
DREWMARINE.US	May 2, 2002	May 1, 2010
DREWMARINESAFETY.BIZ	October 3, 2001	November 6, 2012
DREWMARINESAFETY.COM	April 7, 2003	February 1, 2010
DREWMARINESAFETY.NET	June 22, 2000	June 22, 2010
DREWMARINESAFETY.ORG	June 22, 2000	June 22, 2010
DREWWATERSERVICES.COM	June 14, 2000	June 14, 2014
DREWWATERSERVICES.NET	June 14, 2000	June 14, 2014
DREWWATERSERVICES.ORG	June 14, 2000	June 14, 2014
DREWMARINEEZORDER.COM	January 4, 2002	January 4, 2011
DREWMARINE-EZORDER.COM	January 18, 2002	January 18, 2014
DREWMARINE-EZORDER.NET	January 24, 2002	January 24, 2011
DREWMARINE-EZORDER.ORG	January 24, 2002	January 24, 2011

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