

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ashland Licensing and Intellectual Property LLC		04/26/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	901 West Main Street		
Internal Address:	14th Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85289880	VALVOLINE NEXTGEN	
CORRESPONDENCE DATA			
Fax Number:	(614)790-4268		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	614.790.4684		
Email:	mamontana@ashland.com		
Correspondent Name:	Mark A. Montana		
Address Line 1:	5200 Blazer Parkway		
Address Line 2:	Ashland Inc.		
Address Line 4:	Dublin, OHIO 43017		
ATTORNEY DOCKET NUMBER:	TM SEC. AGR - 04/26		
NAME OF SUBMITTER:	Mark A. Montana		
Signature:	/Mark A. Montana/		

CH \$40.00 85289880

Date:

05/06/2011

Total Attachments: 3

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Supplemental Trademark Security Agreement

Supplemental Trademark Security Agreement, dated as of April 26, 2011, by **ASHLAND LICENSING AND INTELLECTUAL PROPERTY LLC** (the "**Pledgor**"), in favor of **BANK OF AMERICA, N.A.**, in its capacity as Administrative Agent pursuant to the Credit Agreement (in such capacity, the "**Administrative Agent**").

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement dated as of March 31, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), in favor of the Administrative Agent pursuant to which the Pledgor granted to the Administrative Agent a lien on the Pledgor's Intellectual Property Collateral;

WHEREAS, the Pledgor has acquired the additional Trademark listed on Schedule I attached hereto; and

WHEREAS, pursuant to Section 3.6 of the Security Agreement, the Pledgor is required to execute and deliver this Supplemental Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademark of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademark; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Supplemental Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Supplemental Trademark Security

Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent and the Pledgor shall otherwise agree.

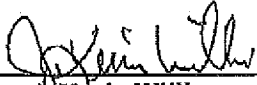
SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark under this Supplemental Trademark Security Agreement.

SECTION 5. Counterparts. This Supplemental Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Supplemental Trademark Security Agreement by signing and delivering one or more counterparts.

IN WITNESS WHEREOF, the Pledgor has caused this Supplemental Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**ASHLAND LICENSING AND
INTELLECTUAL PROPERTY LLC,**
as Pledgor

By: _____


Name: J. Kevin Willis
Title: Vice President - Finance

Accepted and Agreed:

BANK OF AMERICA, N.A.
as Administrative Agent

By: _____


Name: Henry Pennell
Title: Vice President

SCHEDULE I
to
SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

Trademark Application:

Owner	Application No.	Trademark	Filing Date
Ashland Licensing and Intellectual Property, LLC	85/289,880	VALVOLINE NEXTGEN	04/08/2011