

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		09/22/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Bank Of Nova Scotia, GWS Loan Operations		
Street Address:	720 King Street West		
Internal Address:	4th Floor Mailroom		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5V 2T3		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85405451	APPCAROUSEL	
Serial Number:	85405478	MAXRELEASE	
Serial Number:	85406163	REDUCES ENVIRONMENTAL IMPACT SEE BACK V VALVOLINE NEXTGEN 50% RECYCLED OIL 100% VALVOLINE PROTECTION BACKED BY ENGINE GUARANTEE 150000 MILES OFFER! MUST ENROLL VEHICLE BY 125000 MILES SEE VALVOLINE.COM OR STORE FOR BENEFITS AND LIMITATIONS AMERICAN PETROLEUM INSTITUTE CERTIFIED FOR GASOLINE ENGINES CONVENTIONAL SAE5W-20 MOTOR OIL ACEITE PARA MOTORES A GASOLINA 1 U.S. QT./CONT.NET.:946ML	
Serial Number:	85418578	VEKKOVEM	
CORRESPONDENCE DATA			
Fax Number:	(614)790-4268		
Phone:	614 790 4684		

CH \$1115.00 85405451

Email: ddsmith@ashland.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Mark A. Montana

Address Line 1: 5200 Blazer Parkway

Address Line 2: Bldg DA/5

Address Line 4: Dublin, OHIO 43017

ATTORNEY DOCKET NUMBER:

STMSAGR09222011

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Mark A. Montana

Signature:

/MARK A. MONTANA/

Date:

10/06/2011

Total Attachments: 3

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Supplemental Trademark Security Agreement

Supplemental Trademark Security Agreement, dated as of September 22, 2011, by Ashland Licensing and Intellectual Property LLC (the "Pledgor"), in favor of THE BANK OF NOVA SCOTIA, 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 August 23, 2011 (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 Trademarks 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) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; 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 Trademarks 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 Trademarks 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. Delivery by telecopier or by electronic pdf copy of an executed counterpart of a signature page to this Supplemental Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Supplemental Trademark Security Agreement.

SECTION 6. Governing Law. This Supplemental Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Supplemental Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

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

DAR
MS

By: Lynn P. Freeman
Name: Lynn P. Freeman
Title: Treasurer

Accepted and Agreed:

THE BANK OF NOVA SCOTIA,
as Administrative Agent

By: David Schwartzbard
Name: David Schwartzbard
Title: Director

SCHEDULE I
to
SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

Trademark Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>TRADEMARK</u>
Ashland Licensing and Intellectual Property LLC	85/405451	ENVIRO SHINE
Ashland Licensing and Intellectual Property LLC	85/405478	MAXRELEASE
Ashland Licensing and Intellectual Property LLC	85406163	NEXTGEN (Bot- tle Design)
Ashland Licensing and Intellectual Property LLC	85/418578	PURERAD