

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		01/06/2012	CORPORATION: KENTUCKY
RECEIVING PARTY DATA			
Name:	The Bank Of Nova Scotia		
Street Address:	720 King Street West		
Internal Address:	4th Floor Mailroom		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5V2T3		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85498406	V VALVOLINE FLUID ANALYSIS	
CORRESPONDENCE DATA			
Fax Number:	(614)790-4268		
Phone:	614 790 4684		
Email:	ddsmith@ashland.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Mark A. Montana		
Address Line 1:	5200 Blazer Parkway		
Address Line 2:	4th Floor Mailroom		
Address Line 4:	Dublin, OHIO 43017		
ATTORNEY DOCKET NUMBER:	SUPTMSECAGR01062012		
DOMESTIC REPRESENTATIVE			

CH \$40.00 85498406

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Mark A. Montana
Signature:	/MARK A. MONTANA/
Date:	01/13/2012
Total Attachments: 3 source=SupTMSecAgr010612#page1.tif source=SupTMSecAgr010612#page2.tif source=SupTMSecAgr010612#page3.tif	

Supplemental Trademark Security Agreement

Supplemental Trademark Security Agreement, dated as of January 6, 2012, 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 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

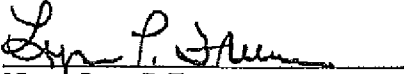
Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark under this Supplemental Trademark Security Agreement.

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. 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**

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

Accepted and Agreed:

**THE BANK OF NOVA SCOTIA,
as Administrative Agent**

By: 
Name: David Schwartzbard
Title: Director

SCHEDULE I
to
SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

Trademark Application:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>TRADEMARK</u>
Ashland Licensing and Intellectual Property LLC	85/498406	V Valvoline Fluid Analysis