

12/11/2013



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Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
The Bank of Nova Scotia

Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other Bank _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)
Additional names, addresses, or citizenship attached? Yes No

Name: Ashland Licensing and Intellectual Property LLC

Street Address: 5200 Blazer Parkway

City: Dublin

State: OH

Country: USA Zip: 43017

Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other LLC Citizenship USA-DE

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance/Execution Date(s) :
Execution Date(s) August 9 2013

Assignment Merger
 Security Agreement Change of Name
 Other and Intellectual Property LLC at reel/frame 4637/0372
Release of Security Agreement to Ashland Licensing

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____
 See Schedule II

B. Trademark Registration No.(s) _____
 See Schedule II

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:
Name Elaine Carrera Legal Assistant

Internal Address: _____

Street Address c/o Cahill Gordon & Reindel LLP
80 Pine Street

City New York

State NY Zip: 10005

Phone Number: (212) 701-3365

Doc# et Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

Authorized to be charged to deposit account
 Enclosed

8. Payment Information:
 Deposit Account Number _____
 Authorized User Name _____

9. Signature: Elaine Carrera
 Signature
 Elaine Carrera
 Name of Person Signing

12/11/2013 AMBUTENI 00000007 05405451
 August 28, 2013
 01 FC:8521 Date
 02 FC:8522
 Total number of pages including cover sheet, attachments, and document: 7

115.00 pd

40.00 OP
75.00 OP

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

MKD 8/28/13
RF 900264825

Submitter COMPANY:Faxed to Submitter's Fax Number

16173287004

11:47:06 a.m. 11-19-2013 27/29

SCHEDULE II**to****RELEASE OF TRADEMARK SECURITY AGREEMENT****TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

TRADEMARK REGISTRATIONS: None

TRADEMARK APPLICATIONS

Owner	Application No.	Trademark
Ashland Licensing and Intellectual Property LLC	85/405,451	APPCAROUSEL
Ashland Licensing and Intellectual Property LLC	85/405,478	MAXRELEASE
Ashland Licensing and Intellectual Property LLC	85/406,163	NEXTGEN (Bottle Design)
Ashland Licensing and Intellectual Property LLC	85/418,578	VEKKOVEM

:Submitter COMPANY:Faxed to Submitter's Fax Number

16173287004

11:46:09 a.m. 11-19-2013

23 /29

RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Release") is made as of August 9, 2013 (the "Effective Date"), by The Bank of Nova Scotia, as administrative agent (in such capacity, the "Administrative Agent") for the benefit of the parties listed on Schedule I attached hereto (collectively, the "Pledgors").

WHEREAS, pursuant to the terms and conditions of (i) that certain Security Agreement dated as of August 23, 2011, between Ashland, Inc., a Kentucky corporation, the Pledgors, the other guarantors party thereto and the Administrative Agent, (ii) the Trademark Security Agreement dated as of August 23, 2011 (the "Trademark Security Agreement"), between the Pledgors and the Administrative Agent and (iii) each of the Supplemental Trademark Security Agreements set forth on Schedule III attached hereto, between each of the Pledgors party thereto and the Administrative Agent (collectively, the "Supplemental Trademark Security Agreements"), the Pledgors pledged, assigned and granted to the Administrative Agent a continuing security interest in all of its right, title and interest in and to certain collateral including, without limitation, the trademark registrations and applications set forth on Schedule I to the Trademark Security Agreement and Schedule I to each of the Supplemental Trademark Security Agreements, along with the goodwill associated therewith (collectively, the "Trademarks");

WHEREAS, the Trademark Security Agreement was recorded with the Trademark Division of the United States Patent & Trademark Office on October 6, 2011 at Reel 004637 and Frame 0372;

WHEREAS, each of the Supplemental Trademark Security Agreements was recorded with the Trademark Division of the United States Patent & Trademark Office on the respective date on Schedule III attached hereto, at Reel and Frame listed on Schedule III attached hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby terminates the Trademark Security Agreement and each of the Supplemental Trademark Security Agreements, and hereby terminates, cancels, re-pledges, reassigns and releases any and all security interests it has against the Trademarks, including those Trademarks listed under Schedule II attached hereto.

:Submitter COMPANY:Faxed to Submitter's Fax Number

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If and to the extent the Administrative Agent has acquired any right, title or interest to any of the Trademarks, it hereby assigns and transfers such rights, title or interest to the respective Pledgors.

The Administrative Agent shall take all further actions, and provide to the Pledgors and their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Pledgors to more fully and effectively effectuate the purposes of this Release.

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Submitter COMPANY: Faxed to Submitter's Fax Number

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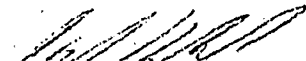
11:46:45 a.m. 11-19-2013

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IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

THE BANK OF NOVA SCOTIA,
as Administrative Agent

By:



Name: David Mahmood
Title: Managing Director

[Signature Page to Ashland Trademark Release]

Submitter COMPANY:Faxed to Submitter's Fax Number

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SCHEDULE 1
to
RELEASE OF TRADEMARK SECURITY AGREEMENT

PLEDGORS

<u>ENTITY</u>	<u>JURISDICTION</u>
Ashland Licensing and Intellectual Property LLC	Delaware

Submitter COMPANY: Faxed to Submitter's Fax Number

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11:47:18 a.m. 11-19-2013 28/29

SCHEDULE III
 to
RELEASE OF TRADEMARK SECURITY AGREEMENT
SUPPLEMENTAL TRADEMARK SECURITY AGREEMENTS

Date of Supplemental Trademark Security Agreement	09/22/2011	Pledgors Ashland Licensing and Intellectual Property LLC	Date Recorded with Trademark Division of the U.S. Patent & Trademark Office	Reel	Frame
			10/06/2011	4637	0372