

Submitter COMPANY: Faxed to Submitter's Fax Number

16173287004

12/11/2013

11:43:33 a.m. 11-19-2013

14/29



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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)
- Partnership
- Corporation - State _____
- Other Bank
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) August 9, 2013

- Assignment
- Security Agreement
- Other Agreement Real/Frame 4913/0751
- Merger
- Change of Name

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).

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) 701-3355

Fax Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

6

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

August 28, 2013

Date

Total number of pages including cover sheet, attachments, and document: 8

135, pd.

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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

MRD 8/28/13
RF 900264825

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Addendum to Cover Page of Trademarks Form Cover Sheet

2. Name and address of receiving party(ies)

ISP Investments Inc., a Delaware Corporation
1011 Centre Road, Suite 315
Wilmington, DE 19805
Citizenship - USA - Delaware

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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	85/767,108	WE KEEP YOU GOING
Ashland Licensing and Intellectual Property LLC	85/767,039	BEETLE JUICE
ISP Investments Inc.	85/496,316	CHROMAFEND
ISP Investments Inc.	85/706,550	HYDROSHEER
ISP Investments Inc.	85/714,635	NEWVIXYL
ISP Investments Inc.	85/685,111	VINCIENCE (Design)

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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 December 6, 2012 at Reel 004913 and Frame 0751;

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.

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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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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]

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SCHEDULE I
to
RELEASE OF TRADEMARK SECURITY AGREEMENT
PLEDGORS

<u>ENTITY</u>	<u>JURISDICTION</u>
Ashland Licensing and Intellectual Property LLC	Delaware
ISP Investment Inc.	Delaware

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

Date of Supplemental Trademark Security Agreement	Pledgors	Date Recorded with Trademark Division of the U.S. Patent & Trademark Office	Reel	Frame
11/12/2012	Ashland Licensing and Intellectual Property LLC	12/06/2012	4913	0751