

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312914

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	U.S. Assignment of Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ashland Licensing and Intellectual Property LLC		07/31/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Solenis Technologies, L.P.		
Street Address:	Rheinweg 11, 8200		
City:	Schaffhausen		
State/Country:	SWITZERLAND		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 63			
Property Type	Number	Word Mark	
Registration Number:	2012756	ACC/ME	
Registration Number:	1452693	ADJUNCT	
Registration Number:	1812634	ADVANTAGE PLUS	
Registration Number:	1024421	AGK	
Registration Number:	976197	AMERCOR	
Registration Number:	1069582	AMERFLOC	
Registration Number:	1405406	AMERGIZE	
Registration Number:	1012530	AMERGY	
Registration Number:	1099925	AMEROYAL	
Registration Number:	1053931	AMERPACK	
Registration Number:	1038352	AMERSEP	
Registration Number:	969456	AMERSITE	
Registration Number:	1039961	AMERSPERSE	
Registration Number:	996036	AMERSTAT	
Registration Number:	973181	AMERTROL	
Registration Number:	1038353	AMERZINE	
Registration Number:	4481530	BIOBOND. IMPROVING THE SUSTAINABILITY OF	
Registration Number:	1012512	BIOSPERSE	
Registration Number:	3432380	BRINEHIB	
Registration Number:	1792266	CHARGE PAC	
TRADEMARK			

CH \$1590.00 2012756

Property Type	Number	Word Mark
Registration Number:	1786375	DIOLTECH
Registration Number:	1480337	DREWAMINE
Registration Number:	1891882	DREWBROM
Registration Number:	1254199	DREWCHLOR
Registration Number:	1252665	DREWCLEAN
Registration Number:	1816545	DREWCOR
Registration Number:	1077204	DREWFAX
Registration Number:	628085	DREWFLOC
Registration Number:	1125892	DREWGARD
Registration Number:	2170089	DREWGARD
Registration Number:	1979849	DREWPHOS
Registration Number:	1810344	DREWPLEX
Registration Number:	1281980	DREWPLUS
Registration Number:	1068788	DREWSPERSE
Registration Number:	1821051	DREW TRAX
Registration Number:	1810343	DREWTROL
Registration Number:	2433556	DREWZYME
Registration Number:	1796206	DWS
Registration Number:	3502125	EASYDREW
Registration Number:	3147114	EDGE
Registration Number:	2074233	ENVIROCARE
Registration Number:	4195439	ENVIROINNOVATION
Registration Number:	1252086	ENVIROMATE
Registration Number:	2973885	ENVIROPLUS
Registration Number:	2243806	FERROCLEAN
Registration Number:	1181734	MAXIGARD
Registration Number:	1467847	MEKOR
Registration Number:	1271395	MILLSPERSE
Registration Number:	1378696	OILBREAK
Registration Number:	1781208	ONGUARD
Registration Number:	1935767	ONGUARD
Registration Number:	4276527	OPTIFILL
Registration Number:	3378640	POLYSTABIL
Registration Number:	2031123	POWERBOOST
Registration Number:	1193821	PRAESTOL
Registration Number:	1777569	PROTECSOL
Registration Number:	2973666	SONOXIDE
Registration Number:	1769576	SURESPERSE
Registration Number:	1753497	SURETEX

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2167571	TALLOFIN
Registration Number:	1896880	TRAKSET
Registration Number:	1951669	ULTRA-SERV
Registration Number:	2044680	VALUGARD

CORRESPONDENCE DATA

Fax Number: 2129096836
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-909-6000
Email: trademarks@debevoise.com
Correspondent Name: Brandon C. Gruner, Esq.
Address Line 1: 919 Third Avenue
Address Line 2: Debevoise & Plimpton LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	15555-1429
NAME OF SUBMITTER:	Brandon C. Gruner
SIGNATURE:	/Brandon C. Gruner/
DATE SIGNED:	08/04/2014

Total Attachments: 6
source=Executed Assignment of US Trademarks Ashland Lic and IP LLC to Solenis Tech LP#page1.tif
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U.S. ASSIGNMENT OF TRADEMARKS

THIS U.S. ASSIGNMENT OF TRADEMARKS made as of July 31, 2014 (this "Assignment") is entered into by and among Ashland Inc., a corporation organized under the laws of Kentucky, having its principal place of business at 50 E. RiverCenter Boulevard, Covington, Kentucky 41012 ("Parent"), Ashland Licensing and Intellectual Property LLC, a limited liability company organized under the laws of Delaware, having its principal place of business at 5200 Blazer Parkway, Dublin, Ohio 43017, and a wholly owned subsidiary of Parent ("Assignor"), and Solenis Technologies, L.P., a limited partnership organized under the laws of Delaware with a principal place of business at Rheinweg 11, 8200, Schaffhausen, Switzerland ("Assignee").

WHEREAS, Assignor has adopted, used, is using and is the owner of certain Trademarks constituting Transferred IP (all such Trademarks owned by Assignor, the "Assigned Trademarks"), including the United States Trademarks identified on Schedule A hereto, certain of which are registered in, or for which an application for registration has been filed in, the relevant filing offices of certain jurisdictions as set forth on Schedule A;

WHEREAS, Parent and CD&R Seahawk Bidco, LLC, n/k/a Solenis International, L.P. ("Buyer") are party to that certain Stock and Asset Purchase Agreement, dated as of February 18, 2014 (the "Purchase Agreement"), pursuant to which Parent agreed to sell, convey, assign, deliver and transfer certain assets, including all of Assignor's right, title and interest in and to the Assigned Trademarks, to Buyer or one or more of its controlled affiliates;

WHEREAS, Assignee is a controlled affiliate of Buyer; and

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to assign to Assignee, and Assignee desires to accept, all of Assignor's right, title and interest within the United States in and to the Assigned Trademarks (the "U.S. Assigned Trademarks"), including the United States Trademarks identified on Schedule A.

NOW, THEREFORE, in consideration of the promises and covenants set forth herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings accorded to them in the Purchase Agreement.

2. Assignment. Assignor hereby irrevocably sells, conveys, assigns, delivers and transfers to Assignee and its successors and assigns forever, without any restrictions, limitations or reservations and free and clear of all Encumbrances other than Permitted Encumbrances, all of Assignor's right, title and interest in and to the U.S. Assigned Trademarks as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made, including (i) all goodwill associated therewith and symbolized thereby, (ii) any and all rights of priority thereto and renewals thereof as may now or hereafter be granted to it by Law, (iii) all income, royalties or payments now or hereafter due or payable with respect to the U.S. Assigned Trademarks and (iv) any and all rights corresponding thereto, including rights, interests, claims

and demands recoverable in law or equity that Assignor has or may have in profits and damages for past, present and future infringements of the U.S. Assigned Trademarks, including, the right to compromise, sue for and collect such profits and damages (collectively, the "Assigned Rights"), and Assignee does hereby accept assignment of the Assigned Rights from Assignor.

3. Recordation. This Assignment has been executed and delivered by Assignor with the intention of recording the assignment herein with the United States Patent and Trademark Office and other relevant filing offices of the jurisdictions set forth on Schedule A.

4. Purchase Agreement. Nothing in this Assignment, express or implied, is intended to or shall be construed to supersede, modify, replace, amend, rescind, waive, expand or limit in any way the rights of the parties under, and the terms of, the Purchase Agreement (including the provisions on interpretation and construction contained in Section 1.3 therein). To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall govern, including with respect to the enforcement of the rights and obligations of the parties to this Assignment.

5. Further Assurances. From and after the Closing Date, and from time to time at the request of Assignee, Assignor shall, without further consideration, execute and deliver such instruments of transfer, conveyance, assignment and assumption, and, at Assignee's expense, take such other action as may reasonably be necessary, to confirm and assure the rights and obligations provided for in this Assignment (and in the Purchase Agreement with respect to this Assignment), or to give effect to the transactions contemplated by this Assignment (and by the Purchase Agreement with respect to this Assignment).

6. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

7. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the United States in respect of trademark issues and in all other respects by the laws of the State of New York, its rules of conflict of laws notwithstanding.

8. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall be deemed to constitute the same agreement. Delivery of an executed counterpart of a signature page of this Assignment by facsimile or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Assignment.

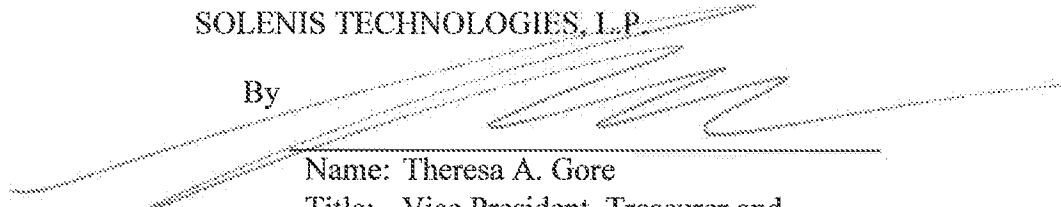
[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

ASSIGNEE

SOLENIS TECHNOLOGIES, L.P.

By



.....
Name: Theresa A. Gore

Title: Vice President, Treasurer and
Assistant Secretary

PARENT

ASHLAND INC.

By

.....
Name:

Title:

ASSIGNOR

ASHLAND LICENSING AND INTELLECTUAL
PROPERTY LLC

By

.....
Name:

Title:

[Signature page to U.S. Assignment of Trademarks (ALIP)]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

ASSIGNEE

SOLENIS TECHNOLOGIES, L.P.


By

Name:
Title:

PARENT

ASHLAND INC.

By




Name: MICHAEL S. ROE
Title: AUTHORIZED OFFICER

ASSIGNOR

ASHLAND LICENSING AND INTELLECTUAL
PROPERTY LLC

By



Name: LYNN P. FREEMAN
Title: VICE PRESIDENT

[Signature page to U.S. Assignment of Trademarks (ALIP)]

TRADEMARK
REEL: 005336 FRAME: 0732

SCHEDULE A
U.S. ASSIGNED TRADEMARKS

Registered and Applied For Trademarks

Mark	Application Date	Application Number	Registration Date	Registration Number
ACC/ME	13-Mar-1995	74/645207	29-Oct-1996	2012756
ADJUNCT	17-Nov-1974	73/480734	18-Aug-1987	1452693
ADVANTAGE PLUS	26-Oct-1992	74/325315	21-Dec-1993	1812634
AGK	26-Aug-1974	73/030427	11-Nov-1975	1024421
AMERCOR	25-May-1972	74/425531	08-Jan-1974	976197
AMERFLOC	02-Aug-1973	74/464574	12-Jul-1977	1069582
AMERGIZE	25-Nov-1985	73/570360	19-Aug-1986	1405406
AMERGY	23-Jul-1973	74/463713	03-Jun-1975	1012530
AMEROYAL	26-Jan-1977	73/113726	22-Aug-1978	1099925
AMERPACK	28-Apr-1976	73/085360	07-Dec-1976	1053931
AMERSEP	24-Mar-1975	73/047444	27-Apr-1976	1038352
AMERSITE	25-May-1972	72/425530	02-Oct-1973	969456
AMERSPERSE	24-Jul-1974	73/027605	25-May-1976	1039961
AMERSTAT	17-Oct-1973	73/003914	22-Oct-1974	996036
AMERTROL	25-May-1972	74/425529	20-Nov-1973	973181
AMERZINE	24-Mar-1975	73/047445	27-Apr-1976	1038353
BIOBOND, IMPROVING THE SUSTAINABILITY OF PAPER	08-Aug-2011	85/392062	11-Feb-2014	4481530
BIOSPERSE	09-Aug-1973	72/465225	03-Jun-1975	1012512
BRINEHIB	10-May-2007	77/177682	20-May-2008	3432380
CHARGE PAC	09-Nov-1992	74/329399	14-Sep-1993	1792266
DIOLTECH	24-Aug-1992	74/306803	10-Aug-1993	1786375
DREWAMINE	03-Aug-1987	73/676079	15-Mar-1988	1480337
DREWBROM	07-Apr-1994	74/509903	02-May-1995	1891882
DREWCHLOR	20-Sep-1982	73/386693	18-Oct-1983	1254199
DREWCLEAN	18-Jun-1982	73/370276	04-Oct-1983	1252665
DREWCOR	12-Nov-1992	74/330264	18-Jan-1994	1816545
DREWFAX	24-Aug-1976	73/097610	15-Nov-1977	1077204
DREWFLOC	19-Jul-1955	71/691557	05-Jun-1956	628085
DREWGARD	25-May-1978	73/171812	16-Oct-1979	1125892
DREWGARD	10-Jun-1996	75/116659	30-Jun-1998	2170089
DREWPHOS	31-Jul-1995	74/708289	11-Jun-1996	1979849
DREWPLEX	12-Nov-1992	74/330261	14-Dec-1993	1810344
DREWPLUS	03-Feb-1983	73/412057	19-Jun-1984	1281980
DREWSPERSE	09-Apr-1976	73/083244	05-Jul-1977	1068788
DREWTRAX and Design	15-Jun-1992	74/284415	15-Feb-1994	1821051

Mark	Application Date	Application Number	Registration Date	Registration Number
DREWROL	12-Nov-1992	74/330259	14-Dec-1993	1810343
DREWZYME	18-Mar-2000	76/003445	06-Mar-2001	2433556
DWS	12-Nov-1992	74/330600	05-Oct-1993	1796206
EASYDREW	11-Apr-2006	76/658200	16-Sep-2008	3502125
EDGE	03-Nov-2003	76/560242	26-Sep-2006	3147114
ENVIROCARE	12-Dec-1994	74/609687	24-Jun-1997	2074233
ENVIROINNOVATION	28-Feb-2011	85/253265	21-Aug-2012	4195439
ENVIROMATE	04-Jun-1982	73/367970	27-Sep-1983	1252086
ENVIROPLUS	03-Oct-2003	78/309309	19-Jul-2005	2973885
FERROCLEAN	07-Oct-1997	75/369594	04-May-1999	2243806
MAXIGARD	09-May-1980	73/261393	15-Dec-1981	1181734
MEKOR	04-Mar-1987	73/647740	08-Dec-1987	1467847
MILLSPERSE	26-Jul-1982	73/376511	27-Mar-1984	1271395
OILBREAK	17-Sep-1984	73/499816	21-Jan-1986	1378696
ONGUARD	29-Oct-1992	74/326408	13-Jul-1993	1781208
ONGUARD	07-Dec-1992	74/342160	14-Nov-1995	1935767
OPTIFILL	16-Jun-2011	85/347694	15-Jan-2013	4276527
POLYSTABIL	04-May-2006	78/876156	05-Feb-2008	3378640
POWERBOOST	09-Jun-1995	74/686782	14-Jan-1997	2031123
PRAESTOL	10-May-1979	73/215061	20-Apr-1982	1193821
PROTECSOL	15-Oct-1992	74/322589	22-Jun-1993	1777569
SONOXIDE	26-Aug-2003	78/292290	19-Jul-2005	2973666
SURESPERSE	26-Jun-1992	74/288334	11-May-1993	1769576
SURETEX	26-Jun-1992	74/288333	23-Feb-1993	1753497
TALLOFIN	06-Jun-1997	75/304454	23-Jun-1998	2167571
TRAKSET	10-Nov-1993	74/456126	30-May-1995	1896880
ULTRA-SERV	19-Jan-1993	74/349430	23-Jan-1996	1951669
VALUGARD	17-Apr-1995	74/661772	11-Mar-1997	2044680