

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Supplemental Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ashland Licensing and Intellectual Property LLC		11/20/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	201 Clayton Road, Building B
City:	Concord
State/Country:	CALIFORNIA
Postal Code:	94520-2405
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	1714857	VALBOND
Registration Number:	0792773	VALTAC
Registration Number:	0556293	VINAC
Serial Number:	77847754	KEEP CLEAN WHEEL PROTECTOR
Serial Number:	77832782	KEEP CLEAN WHEEL
Serial Number:	77823402	VALVOLUME
Serial Number:	77765747	KEEP CLEAN
Serial Number:	77765763	VALVOLUME
Serial Number:	77765793	V
Serial Number:	77724591	ENGINE GUARANTEE 150,000 MILES
Serial Number:	77724594	ENGINE GUARANTEE 225,000 MILES
Serial Number:	77724596	ENGINE GUARANTEE 300,000 MILES
Serial Number:	77723909	V VALVOLUME ENGINE GUARANTEE 150,000 MILES
Serial Number:	77724035	V VALVOLUME ENGINE GUARANTEE 225,000 MILES

CH \$515.00 1714857

900148333

**TRADEMARK
 REEL: 004101 FRAME: 0307**

Serial Number:	77724081	V VALVOLINE ENGINE GUARANTEE 300,000 MILES
Serial Number:	77724132	V VALVOLINE ENGINE GUARANTEE
Serial Number:	77781380	VALVOLINE
Serial Number:	77781400	VISIBLADE
Serial Number:	77470338	VALVOLINE
Serial Number:	77475198	VALVOLINE

CORRESPONDENCE DATA

Fax Number: (415)393-9887
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 216.479.8500
Email: trademark@ssd.com
Correspondent Name: Patrick J. Burke
Address Line 1: Squire, Sanders & Dempsey L.L.P.
Address Line 2: 4900 Key Tower, 127 Public Square
Address Line 4: Cleveland, OHIO 44114-1304

ATTORNEY DOCKET NUMBER:	011085.00142
NAME OF SUBMITTER:	Patrick J. Burke
Signature:	/Patrick J. Burke/
Date:	11/23/2009

Total Attachments: 6
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Supplemental Trademark Security Agreement

Supplemental Trademark Security Agreement, dated as of November 20, 2009, by ASHLAND LICENSING AND INTELLECTUAL PROPERTY LLC and HERCULES INCORPORATED (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of BANK OF AMERICA, N.A., in its capacity as Administrative Agent pursuant to the Credit Agreement (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement dated as of November 13, 2008 (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 Pledgors granted to the Administrative Agent a lien on the Pledgors’ Intellectual Property Collateral;

WHEREAS, the Pledgors have acquired the additional Trademarks listed on Schedule I attached hereto; and

WHEREAS, pursuant to Section 3.6 of the Security Agreement, the Pledgors are 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 Pledgors hereby agree 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. Each 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 such Pledgor:

- (a) Trademarks of such 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 Pledgors hereby acknowledge and affirm 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 Pledgors 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 Pledgors 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.

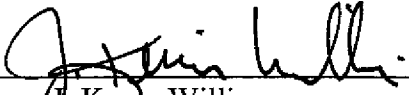
SECTION 5. Counterparts. This Supplemental Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Supplemental Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

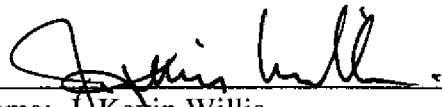
IN WITNESS WHEREOF, each Pledgor has caused this Supplemental Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ASHLAND LICENSING AND
INTELLECTUAL PROPERTY LLC,
as Pledgor

By: 
Name: J. Kevin Willis
Title: Vice President - Finance

HERCULES INCORPORATED,
as Pledgor

By: 
Name: J. Kevin Willis
Title: Vice President - Finance

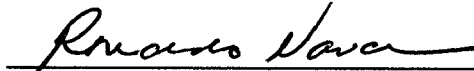
Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____
Name:
Title:

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: Ronaldo Naval
Title: Vice President

SCHEDULE I
to
SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

<u>TRADEMARK</u>	<u>OWNER</u>	<u>REG. NO.</u>
VALBOND	Ashland Licensing and Intellectual Property LLC	1714857
VALTAC	Ashland Licensing and Intellectual Property LLC	792773
VINAC	Ashland Licensing and Intellectual Property LLC	556293

Trademark Applications:

<u>TRADEMARK</u>	<u>OWNER</u>	<u>APP. NO.</u>
KEEP CLEAN WHEEL PROTECTOR	Ashland Licensing and Intellectual Property LLC	77/847754
KEEP CLEAN WHEEL	Ashland Licensing and Intellectual Property LLC	77/832782
VALVOLUBE	Ashland Licensing and Intellectual Property LLC	77/823402
KEEP CLEAN	Ashland Licensing and Intellectual Property LLC	77/765747
VALVOLINE	Ashland Licensing and Intellectual Property LLC	77/765763
V Design	Ashland Licensing and Intellectual Property LLC	77/765793
ENGINE GUARANTEE 150,000 MILES and Design	Ashland Licensing and Intellectual Property LLC	77/724591
ENGINE GUARANTEE 225,000 MILES and Design	Ashland Licensing and Intellectual Property LLC	77/724594
ENGINE GUARANTEE 300,000 MILES and Design	Ashland Licensing and Intellectual Property LLC	77/724596
V VALVOLINE ENGINE GUARANTEE 150,000 MILES and Design	Ashland Licensing and Intellectual Property LLC	77/723909
V VALVOLINE ENGINE GUARANTEE 225,000 MILES and Design	Ashland Licensing and Intellectual Property LLC	77/724035
V VALVOLINE ENGINE GUARANTEE 300,000 MILES and Design	Ashland Licensing and Intellectual Property LLC	77/724081
V VALVOLINE ENGINE GUARANTEE and Design	Ashland Licensing and Intellectual Property LLC	77/724132

VALVOLINE	Ashland Licensing and Intellectual Property LLC	77/781380
VISIBLADE	Ashland Licensing and Intellectual Property LLC	77/781400
VALVOLINE	Ashland Licensing and Intellectual Property LLC	77/470338
VALVOLINE	Ashland Licensing and Intellectual Property LLC	77/475198
STREAMLINK	Hercules Incorporated	77/766801