

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM312913

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		U.S. Assignment of Trademarks	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hercules Incorporated		07/31/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Solenis Technologies, L.P.		
<b>Street Address:</b>	Rheinweg 11, 8200		
<b>City:</b>	Schaffhausen		
<b>State/Country:</b>	SWITZERLAND		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 53</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1731963	ADVANTAGE	
<b>Registration Number:</b>	3299620	ADVANTAGE	
<b>Registration Number:</b>	3676920	ADVANTAGE	
<b>Registration Number:</b>	613726	AQUAPEL	
<b>Registration Number:</b>	628890	AQUAPEL	
<b>Registration Number:</b>	3941911	BLUAGRO	
<b>Registration Number:</b>	3952124	BLUAGRO LIVE	
<b>Registration Number:</b>	2089930	CHROMASET	
<b>Registration Number:</b>	920495	CREPETROL	
<b>Registration Number:</b>	593485	DE-AIREX	
<b>Registration Number:</b>	873681	DELFLOC	
<b>Registration Number:</b>	900513	DELSETTE	
<b>Registration Number:</b>	1589568	DETAC	
<b>Registration Number:</b>	3313261	DIMENSION	
<b>Registration Number:</b>	1951344	HERCOBOND	
<b>Registration Number:</b>	3164111	HERCOBOND	
<b>Registration Number:</b>	538235	HERCOFLEX	
<b>Registration Number:</b>	685356	HERCOLUBE	
<b>Registration Number:</b>	978867	HERCON	
<b>Registration Number:</b>	873263	HERCOSETT	
<b>Registration Number:</b>	780519	HERCULES	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1339831	HERCULES
Registration Number:	363212	HERCULES
Registration Number:	2084283	HERCULES
Registration Number:	1441668	HI-PHASE
Registration Number:	2841357	IMPRESS
Registration Number:	2221000	INFINITY
Registration Number:	1852821	KYBREAK
Registration Number:	559945	KYMENE
Registration Number:	1792264	MICROLUBE
Registration Number:	916119	NEUPHOR
Registration Number:	556398	PARACOL
Registration Number:	2717199	PERFORM
Registration Number:	1525072	PERFORMAX
Registration Number:	561627	PEXOL
Registration Number:	3427580	POLYCUP
Registration Number:	863338	POLYCUP
Registration Number:	2405971	PREQUEL
Registration Number:	2220954	PRESSTIGE
Registration Number:	2223230	PROSOFT
Registration Number:	2237591	PROTOCOL
Registration Number:	2220955	RENEW
Registration Number:	3658545	RENEW
Registration Number:	1229090	REZOSOL
Registration Number:	3427641	REZOSOL
Registration Number:	761510	SCRIPSET
Registration Number:	3272818	SOYAD
Registration Number:	2223229	SPECTRUM
Registration Number:	2148216	ULTRA-PHASE
Registration Number:	2235358	WICKIT
Registration Number:	4032470	ZALTA
Registration Number:	2429889	ZENIX
Registration Number:	4165709	ZENIX

**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.

**TRADEMARK**

**REEL: 005336 FRAME: 0712**

**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**

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source=Executed Assignment of US Trademarks Hercules Inc to Solenis Tech LP#page6.tif

## 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"), Hercules Incorporated, a corporation organized under the laws of Delaware, having its principal place of business at 500 Hercules Road, Wilmington, Delaware 19808, 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.

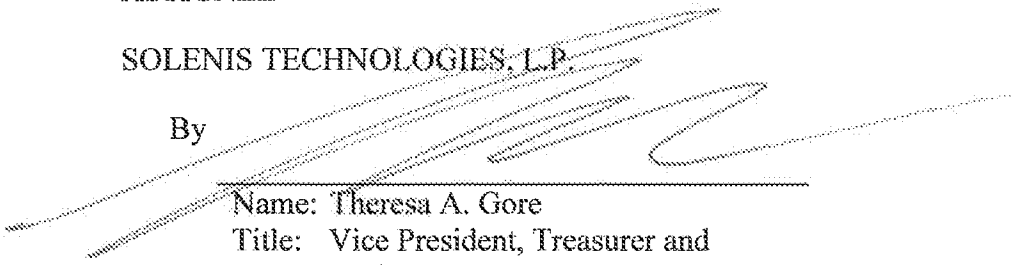
*[Signature page follows]*

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

HERCULES INCORPORATED

By

\_\_\_\_\_  
Name:  
Title:

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

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

HERCULES INCORPORATED

By



\_\_\_\_\_  
Name: LYNN P. FREEMAN

Title: VICE PRESIDENT

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

TRADEMARK  
REEL: 005336 FRAME: 0717

**SCHEDULE A  
U.S. ASSIGNED TRADEMARKS**

**Registered and Applied For Trademarks**

<b>Mark</b>	<b>Application Date</b>	<b>Application Number</b>	<b>Registration Date</b>	<b>Registration Number</b>
ADVANTAGE	10-Sep-1990	74/096976	10-Nov-1992	1731963
ADVANTAGE	07-Dec-2005	78/768188	25-Sep-2007	3299620
ADVANTAGE	13-Mar-2007	77/129346	01-Sep-2009	3676920
AQUAPEL	16-Aug-1954	71/671739	11-Oct-1955	613726
AQUAPEL	20-Jun-1955	71/689839	19-Jun-1956	628890
BLUAGRO	19-Feb-2010	77/939683	05-Apr-2011	3941911
BLUAGRO LIVE	19-Feb-2010	77/939714	26-Apr-2011	3952124
CHROMASET	08-Dec-1995	75037756	19-Aug-1997	2089930
CREPETROL	31-Aug-1970	72/369482	21-Sep-1971	920495
DE-AIREX	01-Oct-1953	71/654053	10-Aug-1954	593485
DEFLOC	20-Aug-1968	72/305543	29-Jul-1969	873681
DELSETTE	27-Jun-1969	72/331196	13-Oct-1990	900513
DETAC	13-Apr-1989	73/793379	03-Apr-1990	1589568
DIMENSION	25-Sep-2006	77/006873	16-Oct-2007	3313261
HERCOBOND	09-Mar-1995	74/643621	23-Jan-1996	1951344
HERCOBOND	11-Jul-2005	78/667668	24-Oct-2006	3164111
HERCOFLEX	27-Dec-1949	71/589973	20-Feb-1951	538235
HERCOLUBE	11-Sep-1958	72/058786	22-Sep-1959	685356
HERCON	05-Apr-1973	72/453567	19-Feb-1974	978867
HERCOSETT	13-Sep-1968	72/307327	22-Jul-1969	873263
HERCULES	17-Sep-1963	72/177173	24-Nov-1964	780519
HERCULES	03-Sep-1982	73/383628	11-Jun-1985	1339831
HERCULES	06-Aug-1938	71/409313	13-Dec-1938	363212
HERCULES and Design	01-Jul-1994	74/546445	29-Jul-1997	2084283
HI-PHASE	22-May-1986	73/600223	09-Jun-1987	1441668
IMPRESS	21-Feb-2003	76/491936	11-May-2004	2841357
INFINITY	25-Jul-1997	75/330893	26-Jan-1999	2221000
KYBREAK	13-Apr-1992	74/269076	06-Sep-1994	1852821
KYMENE	11-Jul-1951	71/616318	10-Jun-1952	559945
MICROLUBE	14-Oct-1992	74/322240	14-Sep-1993	1792264
NEUPHOR	06-Nov-1970	72/375392	13-Jul-1971	916119
PARACOL	25-Apr-1951	71/613129	18-Mar-1952	556398
PERFORM	14-Feb-2002	76/371220	20-May-2003	2717199
PERFORMAX	25-Jul-1988	73/742045	21-Feb-1989	1525072
PEXOL	19-Sep-1951	71/618965	15-Jul-1952	561627
POLYCUP	04-Dec-2006	77/056423	13-May-2008	3427580
POLYCUP	21-Dec-1967	72/287359	14-Jan-1969	863338
PREQUEL	12-Oct-1999	75/820850	21-Nov-2000	2405971
PRESSTIGE	30-May-1997	75/300985	26-Jan-1999	2220954

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Mark	Application Date	Application Number	Registration Date	Registration Number
PROSOFT	30-May-1997	75/300987	09-Feb-1999	2223230
PROTOCOL	30-May-1997	75/300986	06-Apr-1999	2237591
RENEW	30-May-1997	75/300988	26-Jan-1999	2220955
RENEW	19-Feb-2007	77/110444	21-Jul-2009	3658545
REZOSOL	24-Jul-1981	73/320457	08-Mar-1983	1229090
REZOSOL	27-Dec-2006	77/071943	13-May-2008	3427641
SCRIPSET	27-Feb-1963	72/163576	17-Dec-1963	761510
SOYAD	14-Dec-2004	78/532069	31-Jul-2007	3272818
SPECTRUM	30-May-1997	75/300984	09-Feb-1999	2223229
ULTRA-PHASE	10-May-1996	75/102170	31-Mar-1998	2148216
WICKIT	16-Sep-1997	75/357710	23-Mar-1999	2235358
ZALTA	15-Jun-2010	85/063186	27-Sep-2011	4032470
ZENIX	25-Feb-2000	75/927875	20-Feb-2001	2429889
ZENIX	10-May-2011	85/316567	26-Jun-2012	4165709