

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Hercules Incorporated	12/16/2011
RECEIVING PARTY DATA	
Name:	The Bank Of Nova Scotia
Street Address:	720 King Street West
Internal Address:	4th Floor Mailroom
City:	Toronto
State/Country:	CANADA
Postal Code:	M5V2T3
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13312211
CORRESPONDENCE DATA	
Fax Number:	(614)790-4268
Phone:	614 790 4684
Email:	ddsmith@ashland.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Mark A. Montana
Address Line 1:	5200 Blazer Parkway
Address Line 4:	Dublin, OHIO 43017
ATTORNEY DOCKET NUMBER:	SUPPATSECAGR12162011
NAME OF SUBMITTER:	Mark A. Montana
Total Attachments: 3 source=SPATSecAgr12162011#page1.tif source=SPATSecAgr12162011#page2.tif source=SPATSecAgr12162011#page3.tif	

CH \$40.00 13312211

PATENT

Supplemental Patent Security Agreement

Supplemental Patent Security Agreement, dated as of December 16, 2011, by Hercules Incorporated (the "Pledgor"), in favor of THE BANK OF NOVA SCOTIA, in its capacity as Administrative Agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement dated as of August 23, 2011 (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 Pledgor granted to the Administrative Agent a lien on the Pledgor's Intellectual Property Collateral;

WHEREAS, the Pledgor has acquired the additional Patent listed on Schedule I attached hereto; and

WHEREAS, pursuant to Section 3.6 of the Security Agreement, the Pledgor is required to execute and deliver this Supplemental Patent Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Pledgor hereby agrees 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 Patent Collateral. The 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 the Pledgor:

- (a) Patent of the Pledgor listed on Schedule I attached hereto; and
- (b) 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 Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent 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 Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent and the Pledgor shall otherwise agree.

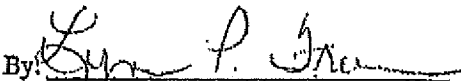
SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, Lien and security interest in the Patent under this Supplemental Patent Security Agreement.

SECTION 5. Counterparts. This Supplemental Patent 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 Patent Security Agreement by signing and delivering one or more counterparts. Delivery by telecopier or by electronic pdf copy of an executed counterpart of a signature page to this Supplemental Patent Security Agreement shall be effective as delivery of an original executed counterpart of this Supplemental Patent Security Agreement.

SECTION 6. Governing Law. This Supplemental Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Supplemental Patent Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

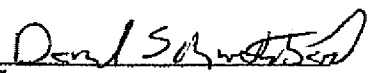
IN WITNESS WHEREOF, the Pledgor has caused this Supplemental Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HERCULES INCORPORATED, as Pledgor

By: 
Name: Lynn P. Freeman
Title: Treasurer

Accepted and Agreed:

THE BANK OF NOVA SCOTIA,
as Administrative Agent

By: 
Name: David Schwartzbard
Title: Director

SCHEDULE I
to
SUPPLEMENTAL PATENT SECURITY AGREEMENT

Patent Application:

APPLICATION		DESCRIPTION
OWNER	NUMBER	
Heracles Incorporated	13/312211	Cationic Synthetic Polymers with Improved Solubility and Performance in Phosphate Surfactant-Based Systems and Use in Personal Care and Household Applications