Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ashland Licensing and Intellectual		108/17/2010 I	LIMITED LIABILITY
Property LLC			COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	901 Main Street
Internal Address:	14th Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	CORPORATION: NORTH CAROLINA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	85100010	ENVIMER

CORRESPONDENCE DATA

Fax Number: (614)790-4268

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 614.790.4684

Email: mamontana@ashland.com

Correspondent Name: Mark A. Montana
Address Line 1: 5200 Blazer Parkway

Address Line 2: Ashland Inc.

Address Line 4: Dublin, OHIO 43017

ATTORNEY DOCKET NUMBER:	AUG SEC. AGR TM	
NAME OF SUBMITTER:	Mark A. Montana	
Signature:	/Mark A. Montana/	
	INAUEIMANN	

900170635 REEL: 004270 FRAME: 0283

85100010

CH \$40.00 851

Date:	08/31/2010
Total Attachments: 3 source=20100831 Supplemental TM Security Agr - ENVIMER_s#page1.tif source=20100831 Supplemental TM Security Agr - ENVIMER_s#page2.tif source=20100831 Supplemental TM Security Agr - ENVIMER_s#page3.tif	

TRADEMARK REEL: 004270 FRAME: 0284

Supplemental Trademark Security Agreement

Supplemental Trademark Security Agreement, dated as of August 17, 2010, by ASHLAND LICENSING AND INTELLECTUAL PROPERTY LLC (the "Pledgor"), 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 Pledgor is party to a Security Agreement dated as of March 31, 2010 (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 Trademark 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 Trademark 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. <u>Defined Terms</u>. 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. <u>Grant of Security Interest in Trademark Collateral</u>. 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) Trademark of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademark; 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 the Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark 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

TRADEMARK
REEL: 004270 FRAME: 0285

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. <u>Termination</u>. 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 Trademark under this Supplemental Trademark Security Agreement.

SECTION 5. <u>Counterparts</u>. 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.

In Witness Whereof, the 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.

ASHLAND LICENSING AND INTELLECTUAL PROPERTY LLC, as Pledgor

Ву:

Name: J. Kevin Willis

Title: Vice President - Finance

Accepted and Agreed:

BANK OF AMERICA, N.A.

as Administrative Agent

By:

Name:

ennell

Title: Vice President

SCHEDULE 1

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

Trademark Application:

Owner	Application No.	Trademark	Filing Date
Ashland Licensing and Intellectual Property, LLC	85/100,010	ENVIMER	8/4/2010

RECORDED: 08/31/2010