

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ashland Licensing and Intellectual Property LLC		05/20/2011	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	901 Main Street		
<b>Internal Address:</b>	14th Floor		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75202		
<b>Entity Type:</b>	CORPORATION: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85316567	ZENIX	
<b>Serial Number:</b>	85320188	AQUAVIS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(614)790-4268		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	614.790.4684		
<b>Email:</b>	mamontana@ashland.com		
<b>Correspondent Name:</b>	Mark A. Montana		
<b>Address Line 1:</b>	5200 Blazer Parkway		
<b>Address Line 2:</b>	Ashland Inc.		
<b>Address Line 4:</b>	Dublin, OHIO 43017		
<b>ATTORNEY DOCKET NUMBER:</b>	MAY SEC. AGR. - TM		
<b>NAME OF SUBMITTER:</b>	Mark A. Montana		

CH \$65.00 85316567

**900193409**

**TRADEMARK  
 REEL: 004553 FRAME: 0061**

Signature:	/Mark A. Montana/
Date:	06/02/2011
Total Attachments: 3 source=20110526 Supplemental Trademark Security Agreement_s#page1.tif source=20110526 Supplemental Trademark Security Agreement_s#page2.tif source=20110526 Supplemental Trademark Security Agreement_s#page3.tif	

**Supplemental Trademark Security Agreement**

**Supplemental Trademark Security Agreement**, dated as of May 20, 2011, 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 Trademarks 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. 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.** 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) Trademarks of the 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 the Pledgor hereby acknowledges and affirms 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 Pledgor shall otherwise agree.

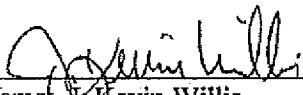
SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security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

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

By: \_\_\_\_\_

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

Accepted and Agreed:

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

By: \_\_\_\_\_

  
Name: **Henry Pennell**  
Title: **Vice President**

**SCHEDULE I**  
**to**  
**SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT**

**Trademark Applications:**

<b>Owner</b>	<b>Application No.</b>	<b>Trademark</b>	<b>Filing Date</b>
Ashland Licensing and Intellectual Property LLC	85/316,567	XENIX	05/10/2011
Ashland Licensing and Intellectual Property LLC	85/320,188	AQUAVIS	05/13/2011