

09-01-1999

To the Honorable Assistant Secretary and Commi



d the attached original document(s) or copy(ies)

MRP 8-30-99

1. Name of conveying party(ies):

101132051

of receiving party(ies):

Shell Oil Company  
One Shell Plaza,  
Houston, Texas 77252



TOMAH RESERVE, INC.  
1012 Terra Drive  
Milton, Wisconsin 53563-0388

Individual(s)  
Association  
General Partnership  
Limited Partnership

Individual(s): Citizenship:  
Association  
General Partnership  
Limited Partnership

XXX Corporation: - State of Delaware

XXX Corporation: State of Delaware

Additional name(s) of conveying party(ies) attached? No

If assignee is not domiciled in the United States, a domestic representative designation is attached: No  
(Designations must be a separate document from Assignment)  
Additional name(s) & address(es) attached? No

3. Nature of conveyance:

XXX Assignment Merger  
Security Agreement Change of Name  
Other

Execution Date: August 27, 1999

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)  
See Attachment B

Additional numbers attached? Yes

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Peter G. Mack  
Internal Address: Foley & Lardner  
Suite 500  
Street Address: 3000 K Street, N.W.  
City: Washington, State: D.C. ZIP: 20007-8696

6. Total number of applications and registrations involved: ONE

7. Total fee (37 C.F.R. §3.41). . . . . \$ 40.00

XXX Enclosed  
Authorized to be charged to deposit account

8. Deposit account number: 19-0741

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Norman J. Rich  
Name of Person Signing

[Signature]  
Signature

August 30, 1999  
Date

Total number of pages comprising cover sheet: 4

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information:

08/31/1999 DMGUYEN 00000207 1757836

Commissioner and Assistant Secretary of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

01 FC:481

40.00 OP

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the date needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

**Shell Oil Company – Reserve Plant**

**Reserve, LA – Schedule 1.19**

**Intellectual Property & Trademarks**

**D - Trade Names & Trade Marks**

(1) Nonatell® (U.S. Trademark Registration No. 1757836)

**ACKNOWLEDGEMENT OF TRADEMARK ASSIGNMENT**

WHEREAS, SHELL OIL COMPANY ("ASSIGNOR"), a corporation of the State of Delaware, having an office at One Shell Plaza, Houston, Texas, 77252, has adopted, has used, and is using the registered mark "Nonatell" (the "Mark" attached as Attachment B), and owned several registrations and applications therefor, including the U.S. Trademark Registration No. 1757836; and

WHEREAS, TOMAH RESERVE, INC. ("ASSIGNEE"), a corporation of the State of Delaware, having an office at 1012 Terra Drive, Milton, Wisconsin, 53563-0388, desired to acquire said Mark and the registrations and applications therefor; and

WHEREAS, pursuant to Schedule 1.19 (attached hereto as Attachment A) of an AMENDED AND RESTATED ASSET PURCHASE AND SALE AGREEMENT, effective on the 29<sup>th</sup> day of July, 1999, executed by the ASSIGNOR and ASSIGNEE, the ASSIGNOR sold, assigned, and transferred, and the ASSIGNEE purchased and acquired, all right, title, and interest in said Mark and all registrations and applications therefor, including the right to sue for past infringement thereof, together with the goodwill of the business symbolized by the Mark (the "Assignment");

NOW, THEREFORE, the ASSIGNOR acknowledges and affirms the Assignment of said Mark and all registrations and applications therefor, including U.S. Trademark Registration No. 1757836, and ASSIGNEE acknowledges and affirms receipt of the Assignment of said Mark and all registrations and applications therefor.

**SHELL OIL COMPANY**

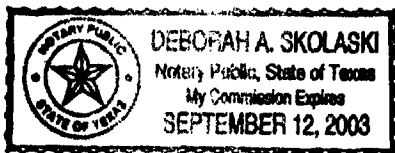
By: *E.V. Phillips*

E.V. PHILLIPS  
ASSISTANT SECRETARY SHELL OIL COMPANY

Dated: 3/27/99

STATE OF Texas )  
 ) SS:  
COUNTY OF Harris )

On this 27 day of August, 1999, before me appeared E.V. Phillips, to me personally known, who, being by me duly sworn, did say that he/she is the Assistant Secretary of SHELL OIL COMPANY, a corporation of the State of Delaware, and that the foregoing instrument was signed on behalf of such corporation by authority of its Board of Directors, and said Shell Oil Company acknowledged the foregoing instrument to be the free act and deed of such corporation.



*Deborah A. Skolaski*  
Notary Public  
My commission expires: 3 9/12/03

ATTACHMENT A  
SCHEDULE 1.19  
INTELLECTUAL PROPERTY TERMS AND CONDITIONS

- A. With effect from the Effective Time, Seller hereby assigns to Buyer (each term as defined in the AMENDED AND RESTATED ASSET PURCHASE AND SALE AGREEMENT) all right, title and interest of Seller in and to the Patents identified in this Schedule 1.19 A, and the Trademarks identified in this Schedule 1.19 D , subject to the rights of third parties, as of the Effective Time and to the reservation of rights set out in Clause B.