

03/09/00

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

04-21-2000

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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OPR/FINANCE RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

04/21/2000 TTON11 00000077 051705 74568921 FOR OFFICE USE ONLY

01 FC:481 (40.00 CH)

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

REEL: 002056 FRAME: 0160

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="74588921"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

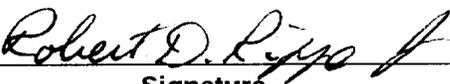
Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Robert D. Rippe, Jr.  March 9, 2000

Name of Person Signing Signature Date Signed

TRADEMARK SETTLEMENT AGREEMENT

I. Parties

The parties to this Trademark Agreement ("Agreement") are CASTROL LIMITED, a limited liability company organized under the laws of the United Kingdom, and having its principal place of business at Burmah Castrol House, Pipers Way, Swindon, Wiltshire, England ("Castrol"), and EXXON CORPORATION, a New Jersey corporation having its principal place of business at 5959 Las Colinas Boulevard, Irving, Texas 75039-2298 ("Exxon").

II. Subject Matter

This Agreement pertains to the use and application for registration by Exxon of the trademark **BACTROL**.

III. Purpose

The purpose of this Agreement is to resolve all pending and potential disputes between the parties concerning Exxon's use and registration of the trademark **BACTROL**.

IV. Territory

The provisions of this Agreement shall apply worldwide.

V. Recitals

A. Exxon has adopted the mark **BACTROL** and has filed an application, Serial

No. 74/588,921, for federal registration of that mark for "gear oils for machines" in International Class 4. Castrol has filed an opposition, now pending in the United States Patent and Trademark Office before the Trademark Trial and Appeal Board as Opposition No. 100,830, to Exxon's registration of that mark.

- B. Exxon uses the mark **BACTROL** on and in connection with the manufacture, distribution and sale of bacteria resistant gear oils for machines.
- C. Exxon is a leading producer and supplier of natural gas and fuels as well as a manufacturer and supplier of lubricants for industrial use.
- D. Castrol is a leading manufacturer and supplier of high-performance oils, greases, fluids, and lubricants, including gear oils for automotive, industrial, marine, aviation and aerospace use.
- E. Castrol is the owner of the trademark and tradename **CASTROL**, having continuously used said mark for lubricants and gear oils in commerce since at least as early as February 6, 1912.
- F. Castrol owns a federal registration, Registration No. 89,589, for the trademark **CASTROL** for oils for heating, lighting and lubricating.
- G. Castrol owns an incontestable federal registration, Registration No. 1,246,786, for the trademark **CASTROL** for industrial oils and greases (other than edible oils and fats and essential oils), lubricants, dust laying and absorbing compositions, and fuels, namely motor spirits and lamp oils.

- H. Through decades of use, advertising, and promotion, the **CASTROL** trademark has become a well-known mark which represents extensive good will in the lubricants marketplace.

VI. Substantive Provisions

In furtherance of the stated purpose of this Agreement and in consideration of the mutual promises, agreements, representations, and warranties contained in this Agreement, the parties agree as follows:

- A. Exxon agrees to amend the identification of goods in its application for federal registration, Serial No. 74/588,921, to read: "bacteria resistant gear oils for use in industrial applications employing water-based fluids or operating in a wet environment" in International Class 4.
- B. Exxon agrees to prominently display one of its house names, such as, but not limited to, **EXXON** or **ESSO** in connection with its use of the mark **BACTROL** in advertising, labeling, promotion, sale, offer for sale, or otherwise. By way of example and not limitation, the label attached as Exhibit A hereto shall be deemed to satisfy the requirements of this Agreement.
- C. Exxon agrees to restrict its use of the mark **BACTROL** to use on or in connection with bacteria resistant gear oils for use in industrial applications employing water-based fluids or operating in a wet environment.
- D. Exxon acknowledges Castrol's prior rights in its trademark and trade name

CASTROL, and it acknowledges the renown and extensive good will represented by the mark **CASTROL**. Exxon further acknowledges that registration of its mark **BACTROL** pursuant to this agreement will not affect Castrol's rights in its trademark and trade name **CASTROL**.

- E. Exxon agrees to use its best efforts to distinguish its mark **BACTROL** from the name and mark **CASTROL** in terms of typeface, type style, color, and packaging.
- F. Exxon agrees to limit the size and appearance of its packaging to that customary and appropriate for industrial end users, such as pails and drums, as opposed to fanciful and/or smaller packaging (i.e., gallon, quart or pint (or metric equivalent) containers) for retail sale to individual consumers.
- G. Castrol agrees not to oppose the use or registration of the mark **BACTROL** by Exxon for "bacteria resistant gear oils for use in industrial applications employing water-based fluids or operating in a wet environment" in International Class 4.
- H. Provided that the United States Patent and Trademark Office enters the amendment to be filed by Exxon pursuant to paragraph VI (A) above, or such other amendment as may be agreed to in writing by Castrol, such agreement not to be unreasonably withheld, Castrol agrees to withdraw with prejudice the pending opposition, Opposition No. 100,830. In the event that the parties cannot agree upon an identification of goods which

is acceptable to the United States Patent and Trademark Office, Exxon may, upon reasonable notice to Castrol, given in writing, rescind this Agreement. Exxon's right of rescission is, however, conditioned upon Exxon's exercise of its best efforts, made in good faith, (1) to reach agreement on the identification of goods, and (2) to effectuate the spirit and intent of this Agreement.

- I. Exxon agrees that it will (at its sole cost and expense) record a copy of this agreement, or a summary of this agreement, indexed against each and every registration of any mark consisting of or containing the term **BACTROL** in each and every jurisdiction in which such recording is permitted.

VII. Binding Effect

Exxon, as owner of the mark BACTROL, throughout the world, agrees that it will not allow its parents, subsidiaries, affiliates, and related companies to use its mark BACTROL, except in conformity with this agreement. The parties agree that this Agreement shall be binding upon and inure to the benefit of each of the parties and upon their respective successors and assigns.

VIII. Enforcement

The parties agree that the terms of this Agreement may be enforced by specific performance.

IX. Reservation Of Rights Against Third Parties

The parties intend this Agreement to operate only as the resolution of the pending dispute between the parties, and it is understood that the parties expressly reserve the right to prosecute suits and claims against any and all other entities or other persons that may adopt, use, or seek to register marks confusingly similar to those which are the subject of this Agreement.

X. Power And Authority

Each undersigned representative of the respective parties hereby represents and warrants that he/she has full power and authority to enter into this Agreement.

XI. Choice Of Law

This Agreement shall be governed by the laws of the State of New Jersey, without regard to the choice of law or conflict of laws rules of that state.

XII. Entire Agreement

With respect to the trademarks identified in Section V, this Agreement constitutes the entire agreement between the parties, superseding any and all previous oral or written representations, communications, understandings, or agreements.

XIII. Effective Date

This Agreement shall become effective upon signature by all parties.

XIV. Construction

This Agreement has been prepared jointly and shall not be construed strictly against either party.

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V. Execution

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same original.

Castrol Limited

Dated: 16ⁿ MARCH 1999

By: 

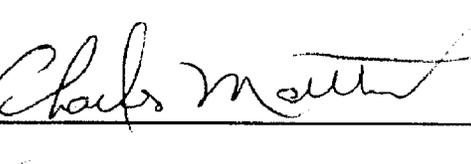
Printed or typed name:

STEPHEN T BORY
TRADE MARK OFFICER

Title: CASTROL LIMITED

Exxon Corporation

Dated: February 18, 1999

By:  ROR

Printed or typed name:

Charles Matthews

Title: Vice-President



EXXON COMPANY, U.S.A.
 A DIVISION OF EXXON CORPORATION
 P.O. BOX 2190
 HOUSTON, TEXAS 77252-2190

MADE IN U.S.A.



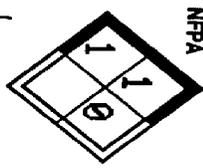
BACTROL® EP 220

DANGER

* "Empty" containers retain residue (liquid and/or vapor) and can be dangerous. • DO NOT PRESSURIZE, CUT, WELD, GRIND, SOLDER, PERCUT, OR EXPOSE THIS CONTAINER TO HEAT, FLAME, OR VIBRATION. • CAUSE IRRITATION OR OTHER SOURCES OF IGNITION; IT MAY EXPLODE. • CAUSE INJURY OR DEATH. • Do not attempt to clean since residue is difficult to remove. * Empty drums should be completely drained, properly bunged and promptly returned to a drum recycler. • Dispose of other "empty" containers in accordance with governmental regulations. • Refer to the Material Safety Data Sheet for detailed information. • For technical information call 1-800-4-EXXON. • For medical information call (713) 885-3024. • FOR MEDICAL EMERGENCY CALL: (713) 885-3024



NFPA



HMIS SYSTEM

HEALTH	1	REACTIVITY	0
FLAMMABILITY	1	PERSONAL PROTECTION	

CAUTION!
 OVEREXPOSURE TO PRODUCT MAY CAUSE EYE, SKIN, OR RESPIRATORY TRACT IRRITATION OR DAMAGE. HARMFUL IF SWALLOWED.

PRECAUTION:
 KEEP AWAY FROM HEAT, SPARKS, AND OPEN FLAME. DO NOT GET IN EYES. MINIMIZE CONTACT WITH SKIN OR CLOTHING. MINIMIZE BREATHING DUSTS OR VAPORS. USE ONLY WITH ADEQUATE VENTILATION. KEEP CONTAINER CLOSED WHEN NOT IN USE. WASH THOROUGHLY AFTER HANDLING. KEEP OUT OF REACH OF CHILDREN.

FIRE FIGHTING:
 USE WATERPUMP TO KEEP FIRE-EXPOSED SURFACES COOL. EXTINGUISH WITH FOAM, WATERPUMP, DRY CHEMICAL, CARBON DIOXIDE, OR HALON/ZEIN LIQUID.

FIRST AID:

EYES: FLUSH WITH WATER UNTIL IRRITATION SUBSIDES; IF IRRITATION PERSISTS, SEEK MEDICAL ATTENTION. SKIN: REMOVE CONTAMINATED CLOTHING AND SHOES. WASH WITH SOAP AND WATER; IF IRRITATION PERSISTS, SEEK MEDICAL ATTENTION. INGESTION: IF SWALLOWED, DO NOT INDUCE VOMITING. KEEP AT REST; GET PROMPT MEDICAL ATTENTION. IMMEDIATELY: IF SICKNESS OR EFFECTS BY USE OF PRODUCT, REMOVE VICTIM FROM EXPOSURE. SEE MEDICAL ATTENTION IF NOT RESOLVED.

SPILL CONTROL:

ELIMINATE ALL IGNITION SOURCES. VENTILATE CONTAINED SPACES. KEEP PEOPLE AWAY. RECOVER FREE PRODUCT, AND SAND, GRAIN OR OTHER SUITABLE ABSORBENT TO SPILL AREA. KEEP PRODUCT OUT OF STREAMS AND WATER COURSES. ADVISE AUTHORITIES IF PRODUCT CANNOT BE CONTAINED. CONFIRM WITH APPLICABLE ENVIRONMENTAL REGULATIONS.

PROBLEM OR REASON/FORMULA TRADE SECRET, CONTAINS ANTIMONY COMPOUNDS 80093-501P AND 80093-50031P

PRODUCT CODE	FORMULA NUMBER	LOCATION	FILLING CODE	BATCH NUMBER	NET CONTENTS
414434	05434				

BACTROL® EP 220

PC: 414434 BATCH NUMBER: