



101764761

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 62501  
**SHELL OIL COMPANY**

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies):

Name INFINEUM USA L.P.  
Internal Address: \_\_\_\_\_  
Street Address: 1900 EAST LINDEN AVE  
City: LINDEN State: NJ Zip: 07036

Individual(s) Citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership DELAWARE  
 Corporation-State \_\_\_\_\_  
 Other \_\_\_\_\_

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

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: 1 Oct 1998

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

A. Trademark Application No.(s)

Additional numbers attached?  Yes  No

B. Trademark registration No.(s) 1949958

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

Name: Kimbley L. Muller, Senior Counsel  
Internal Address: P.O. BOX 2463  
OSP 4794  
Street Address: 910 LOUISIANA ST.  
City: HOUSTON State: TX Zip: 77002

6. Total number of applications and Registrations involved: 1

7. Total fee (37 CFR 3.41) ..... \$ 40.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
191800

(Attach duplicate copy of this page if paying by deposit account)

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.*

KIMBLEY L. MULLER                      Kim Muller                      19 June 01  
Name of person Signing                      Signature                      Date

Total number of pages comprising cover sheet: 6

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

# INTELLECTUAL PROPERTY TRANSFER AND LICENCE AGREEMENT

This AGREEMENT is made between

SHELL OIL COMPANY,

a company incorporated under the laws of the State of Delaware and having offices at One Shell Plaza, 910 Louisiana Street, Houston, Texas 77002 ("SOC"); and

INFINEUM USA L.P.,

a limited partnership organized under the laws of the State of Delaware and having its principal office at 1900 East Linden Avenue, Linden, New Jersey 07036 ("ADDITIVES VENTURE").

Whereas:

1. Exxon Chemical Company, a division of Exxon Corporation ("Exxon"), The Shell Petroleum Company Limited ("SPCO") and Shell Oil Company entered into an Additives Joint Venture Agreement on the 15th day of May, 1998 ("JVA") under which the parties agreed to form certain jointly owned partnerships and corporations or other entities which together constitute a merger of the interests of the Exxon Group in its Paramins Business (both as defined in the JVA) and the interests of the Shell Group (as defined in the JVA) in its Shell Additives Business (as defined in Clause 1.1) into one, autonomous, jointly owned and controlled economic concentration.
2. SOC and ADDITIVES VENTURE are entering into one of the Transfer Agreements (as defined in Clause 1.1) of even date with this Agreement to convey certain additives assets to ADDITIVES VENTURE.
3. SOC has the right to assign, transfer and/or grant licences (or to cause the same) in respect of certain intellectual property related to the Shell Additives Business.
4. SOC is willing to contribute such intellectual property to the ADDITIVES VENTURE in the manner and on the terms and conditions set out in this Agreement.
5. The retained fuels, lubricants and chemicals businesses and the other businesses of the Shell Group will operate in their respective fields, and will use or continue to use Additives (as defined in Clause 1.1), and therefore the Shell Group must retain certain rights to existing intellectual property.

NOW IT IS AGREED AS FOLLOWS:

## Clause 1

### Definitions and Interpretations

1.1 Capitalised words and phrases used in this Agreement have the following meanings:

"Additives" is as set forth in Section 1 of Appendix 11.

"Additives Enterprise" is as set forth in the JVA.

"Additives Technical Information" means

**"Field of Operations"** is as set forth in Appendix 11.

**"Initial Shareholder Owned Companies"** means: Infineum Holdings B.V., Infineum USA Inc., Infineum USA L.P., Infineum Singapore PTE LTD, and Infineum International LTD.

**"Intellectual Property Agreements"** means those agreements listed in Appendix 9.

**"Invention Disclosures"** means those written disclosures recorded by the Intellectual Property Section of the Legal Organization of SOC of any inventions relating primarily to Additives Technical Information, which are not the subject of a patent application as of the Closing Date, and are listed in Appendix 13.

**"IP Disclosure Letter"** means the letter so titled from SOC to ADDITIVES VENTURE of even date herewith.

**"Loss"** means any loss, cost, liability, expense, settlement, damage of any kind, judgment, obligation, charge, fee, fine, penalty, court cost and/or attorneys' fee or disbursement (at all levels, including appellate).

**"Patent Rights"** means:

- (a) those patents listed in Appendix 1 and Appendix 2;
- (b) those patent applications listed in Appendix 1 and Appendix 2;
- (c) all continuation, divisional and continuation-in-part applications and all other applications later filed in any country based on any patent or patent application of (a) or (b), in each case to the extent the claims thereof are directed to inventions which are used in or relate primarily to the Shell Additives Business and which are owned or controlled by SOC or Affiliates of SOC;
- (d) all patents issuing from patent applications of (b) or (c); and
- (e) all extensions, reissues or re-examinations of all patents of (a) or (d).

**"Products"** means:

- (a) additive components alone or in combination, intended for use in any one or more of the following applications:
  - (i) formulating finished lubricants or lubricant additive packages of any kind, finished fuels or fuel additive packages of any kind, and those finished products specified in parts A. to F. of Section 5. of the Field of Operations;
  - (ii) dewaxing lube oil; and
  - (iii) transporting crude oil (but only for: (x) wax crystal modifiers of the type sold or under development prior to the Closing Date by members of the Shell Group; or (y) other wax crystal modifiers, but only if the ADDITIVES VENTURE or an Affiliate of ADDITIVES VENTURE provides Nalco/Exxon Energy Chemicals, L.P. a right of first refusal to exclusively sell such modifiers);

cause any director of such Affiliate to violate, any fiduciary duty to minority shareholders of any Affiliate or any applicable law.

- 17.6 Where in this Agreement the taking of any action is prohibited without the consent of a party, such consent must be evidenced by a writing and, except where and to the extent a contrary intention is expressed, the party which has the right to give such consent shall have the right to refuse to give such consent in its sole discretion.
- 17.7 SOC and ADDITIVES VENTURE each acknowledges that it has had adequate opportunity and bargaining strength to review, negotiate and revise this Agreement. The parties expressly agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
- 17.8 If any term, provision, covenant or restriction of this Agreement or the application thereof to any person or circumstance, at any time or to any extent, is held by a court of competent jurisdiction or other governmental authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement (or the application of such in other jurisdictions or to persons or circumstances other than those to which it was held invalid, void or unenforceable) shall in no way be affected, impaired or invalidated, and to the extent permitted by any applicable law, any such term, provision, covenant or restriction shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate original at the places and on the dates indicated below.

SHELL OIL COMPANY

BY: 

PRINTED NAME: Lane Everett Sloan

TITLE: Senior Vice President (Chemicals)

DATE: October 1, 1998

PLACE: Houston Tx

INFINEUM USA L.P.

BY: 

PRINTED NAME: J.E. WECKEL

TITLE: SECRETARY

DATE: 10/1/98

PLACE: HOUSTON, TEXAS

## APPENDIX 11

### FIELD OF OPERATIONS

1. The Field of Operations shall be limited to:
  - A. Research, development, manufacture, use and sale, including without limitation technical service, customer service, formulating (including blending), logistics, distribution and marketing, of:
    - (i) additive components alone or in combination ("Additives"), intended for use in any one or more of the following applications:
      - a) formulating finished lubricants or lubricant additive packages of any kind;
      - b) formulating finished fuels or fuel additive packages of any kind; and
      - c) applications other than lubricants or fuels as specified in Section 5. below;
    - (ii) intermediates ultimately intended for use in manufacturing Additives for use in any one or more of the applications specified above in clause (i);
    - (iii) finished fully synthetic non-automotive small engine oils for 2-stroke outboard and aircooled engines and 4-stroke outboard and motorcycle engines and finished fully synthetic compressor oils, all sold in bulk;
    - (iv) finished reference lubricants and fuels sold for use as testing standards; and
    - (v) sales of polymers under agreements assigned or extended to an Additives Enterprise Company by a Party or its Affiliates at Closing.
  - B. The acquisition (by purchase, toll manufacture, or other comparable means) of Additives, intermediates and raw materials of any kind for use or resale in support of activities under Section 1.A. above;
  - C. The acquisition, disposal, licensing, and/or enforcement of rights with respect to tangible and intangible assets, know-how, patents, trademarks, service marks, copyrights and other intellectual property of any kind (including patents covering any finished lubricants, finished fuels or products listed in Section 5. below which contain Additives) in support of activities under Section 1.A. and 1.B. above; and
  - D. Any other activities added to this Field of Operations by express written agreement of the parties to the Joint Venture Agreement.

2. The Field of Operations shall have a worldwide geographic scope.
3. As used herein, "lubricants" is intended to include, but is not limited to the following:
  - A. crankcase lubricants for passenger vehicles, trucks and tractors and for railroad and other industrial engines;
  - B. two-cycle engine oils;
  - C. gear oils;
  - D. metal working and metal cutting fluids;
  - E. greases;
  - F. electro-rheological fluids;
  - G. marine diesel cylinder lubricants;
  - H. aviation and turbine lubricants;
  - I. refrigerant oils;
  - J. compressor oils; and
  - K. other fluids relating to current and evolving engine applications (e.g. continuously varying transmissions).
4. As used herein, "fuels" is intended to include, but is not limited to, the following:
  - A. gaseous and/or light liquid fuels;
  - B. gasoline, motor fuels and aviation fuels;
  - C. distillates (including kerosene, diesel, heating oil, etc.); and
  - D. fuel oil.
5. As used herein, "applications other than lubricants or fuels" means the following list:
  - A. formulating hydraulic fluids;
  - B. formulating power transmission fluids;
  - C. formulating bitumen (maleic anhydride adducts of higher olefins only);
  - D. formulating textile chemicals (alkylxylene sulphonates only);
  - E. formulating coatings (alkylxylene sulphonates only);
  - F. formulating explosives (maleic anhydride adducts of polybutene, aminated derivatives thereof, and polybutene, only);
  - G. dewaxing lube oil; and
  - H. transporting crude oil (only: (i) wax crystal modifiers of the type sold or under development prior to the Closing Date by members of the Shell Group; and (ii) other wax crystal modifiers, but only if the Additives Enterprise provides Nalco/Exxon Energy Chemicals, L.P. a right of first refusal to exclusively sell such modifiers).
6. The lubricants and fuels as referred to herein may be based on either natural or synthetic materials.

7. As used herein, Additives is intended to include, but is not limited to, the following:

- A. anti-corrosion additives;
- B. anti-nitration additives;
- C. anti-oxidant additives;
- D. anti-ozonant additives;
- E. anti-polymerisation additives;
- F. anti-rust additives;
- G. anti-static agents;
- H. anti-wear additives;
- I. ash-settling additives;
- J. asphaltene inhibitors;
- K. carriers;
- L. cetane number improvers;
- M. cloud point improvers;
- N. combustion improvers;
- O. crude oil flow improvers and drag reducing agents;
- P. defoaming additives;
- Q. de-icers;
- R. demulsifiers;
- S. detergents;
- T. de-watering additives;
- U. dewaxing aids;
- V. dispersants;
- W. distillate flow improvers;
- X. emulsifiers;
- Y. extreme pressure agents;
- Z. friction modifiers;
- AA. lubricant flow improvers;
- BB. lubricity additives;
- CC. markers for fuels and lubricants;
- DD. mercaptan scavengers;
- EE. metal deactivators;
- FF. neutralizers;
- GG. odorants;
- HH. oxygen scavengers;
- II. pour-point depressants;
- JJ. recycle process aids;
- KK. reodorants;
- LL. scavengers;
- MM. seal swell additives;
- NN. surfactants;
- OO. tackiness additives;
- PP. viscosity modifiers; and
- QQ. wax settling additives.