

Atty. Docket No. ELF-1B

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

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

**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
  - Merger  Change of Name
  - Other \_\_\_\_\_
- Effective Date  
Month Day Year  
\_\_\_\_\_

**Conveying Party**

Mark if additional names of conveying parties attached

Name **SPECIALTY PRODUCTS COMPANY (AKA SPECIALTY PRODUCTS, INC.)**

Execution Date  
Month Day Year  
**08012002**

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization **NEW JERSEY**

**Receiving Party**

Mark if additional names of receiving parties attached

Name **TOTAL FINA ELF LUBRICANTS USA, INC.**

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) **5 NORTH STILES STREET**

Address (line 2) \_\_\_\_\_

Address (line 3) **LINDEN** **NJ** **07036**

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization **DELAWARE**

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.)

**FOR OFFICE USE ONLY**

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: 002528 FRAME: 0324**

**700016172**

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

**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"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="941844"/>	<input type="text" value="736965"/>	<input type="text" value="633025"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="862276"/>	<input type="text" value="614681"/>	<input type="text" value="626078"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="841461"/>	<input type="text" value="542079"/>	<input type="text" value="626077"/>

**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.

John J. O'Malley

Name of Person Signing

Signature

8/15/02

Date Signed

# RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

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

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

### Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

### Receiving Party

Enter Additional 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

Citizenship/State of Incorporation/Organization

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 the Assignment.)

### 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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
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#### Registration Number(s)

626079	1185328	<input type="text"/>
1912884	946185	<input type="text"/>
1829390	<input type="text"/>	<input type="text"/>
1591550	<input type="text"/>	<input type="text"/>
1341939	<input type="text"/>	<input type="text"/>
1304611	<input type="text"/>	<input type="text"/>
1250852	<input type="text"/>	<input type="text"/>

**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT is made as of this 1<sup>st</sup> day of August 2002 by SPECIALTY PRODUCTS COMPANY (a/k/a Specialty Products, Inc.), a New Jersey corporation with its principal place of business at 115 Christopher Columbus Drive, Suite 300, Jersey City, New Jersey 07302 ("SPECIALTY").

**RECITALS**

A. Total Fina Elf Lubricants USA, Inc. (f/k/a Elf Lubricants North America, Inc. ("Buyer")), Specialty, Specialty Products Company, Ltd. and Carol S. Schnall have entered into an Option Agreement, dated as of May 29, 1997 (the "Option").

B. Pursuant to the Option, Buyer has acquired the right to purchase and accept all of Specialty's rights, title and interest in and to the Intellectual Property, as that term is defined in the Glossary of Defined Terms in the Option, together with any goodwill associated therewith.

C. Pursuant to the Option, Specialty has acquired the right to sell, assign, transfer, convey, set over and deliver to Buyer, all of Specialty's rights, title and interest in and to the Intellectual Property, together with any goodwill associated therewith.

**NOW, THEREFORE**, in consideration of the terms and conditions contained herein and for other valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Capitalized terms not otherwise defined herein shall have the same meaning herein as ascribed to such terms in the Option.

2. Transfer of Trademarks. Specialty hereby assigns to Buyer and its successors and assigns all of Specialty's right, title and interest in and to the Trademarks listed on Exhibit A (the "Trademarks") and all registrations thereof and applications therefor, together with all of the goodwill associated with, corresponding to, symbolized by and embodied in the Trademarks.

3. Recordation of Assignment At the sole cost and expense to Buyer, Specialty will cooperate with Buyer to record this Assignment with the appropriate governmental entities in all jurisdictions designated by Buyer, including without limitation, the United States Patent and Trademark Office.

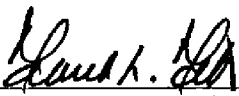
4. Liabilities. Except for the Liabilities of Specialty explicitly provided in the Option, Buyer shall not assume, nor in any way be liable or responsible for, any claims or lawsuits against, or Liabilities, obligations or debts of Specialty or any of its shareholders, of any kind or nature whatsoever, whether known or unknown or accrued or existing.

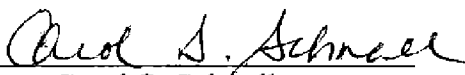
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IN WITNESS WHEREOF, Specialty has executed this Assignment on the day and year first written above.

ATTEST [SEAL]

SPECIALTY PRODUCTS COMPANY

By:   
Name: Frank L. Fekete  
Title: Secretary

By:   
Name: Carol S. Schnall  
Title: President

**EXHIBIT A****TRADEMARKS**

<b><u>Mark</u></b>	<b><u>Registration No.</u></b>
REGNIS	941,844
BIOSOL	862,276
KLENAL	841,461
SLICK	736,965
DAM-CHEX	614,681
KLEENMOLD	542,079
MOLAC	633,025
GLASSCUT	626,078
GLASOL	626,077
GLASSFLOW	626,079
AQUASOL	1,912,884
THE LOOKING GLASS	1,829,390
GLASS-LUBE	1,591,550
SPRODCO	1,341,939
KLEEN-KOTE	1,304,611
KLEENSPRAY	1,250,852
CHEXTIK	1,185,328
RING DOPE E	946,185