

MWD
9/10/02

09-10-2002



102216600

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

9/10/02

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings ⇌ ⇌ ⇌ ▼

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

1. Name of conveying party(ies):
Boehme-Filatex, Inc.
209 Watlington Industrial Drive
Reidsville, North Carolina 27320

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: Kluber Lubrication North America L. P.
Internal Address: _____
Address: _____
Street Address: 54 Wentworth Avenue
City: Londonderry State: NH Zip: 03053-7437

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 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) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 8/07/2002

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 982,760

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: E. Timothy McAuliffe, Esq.
 Internal Address: Jackson & Nash, LLP
 18th Floor

 Street Address: 330 Madison Avenue

 City: New York State: NY Zip: 10017-5095

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
 F. T. McAULIFFE 9.09.02
 Name of Person Signing Signature Date

09/10/2002 DBYRME 00000138 982760

Total number of pages including cover sheet, attachments, and document:

01 FC:481

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

TRADEMARK
REEL: 002578 FRAME: 0290

ASSIGNMENT OF UNITED STATES
TRADEMARK REGISTRATION

WHEREAS, *Boehme Filatex, Inc.*, a North Carolina corporation, having a principal place of business at 209 Watlington Industrial Drive, Reidsville, North Carolina 27320, (hereinafter referred to as "ASSIGNOR"), is the exclusive and record owner of the entire right, title and interest in and to the mark MADOL (the "Trademark") and the corresponding official United States Trademark Registration therefor:

Mark: **MADOL**
Reg. No.: 982,760
Reg: April 30, 1974
Class: 4

WHEREAS, *Klüber Lubrication North America L.P.*, a limited partnership organized and existing under the laws of the State of Delaware, having a principal place of business at 54 Wentworth Avenue, Londonderry, New Hampshire 03053-7437, (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the Trademark and the corresponding official United States Trademark Registration therefor:

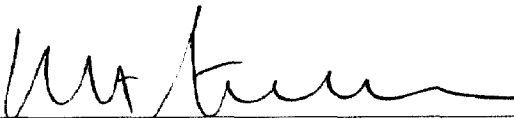
NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby assign, transfer and sell unto said ASSIGNEE the entire right, title and interest in and to the Trademark and the corresponding United States Trademark Registration therefor, together with the goodwill of the business appurtenant to and symbolized by said Trademark, and said corresponding official United States Trademark Registration therefor, and all rights of action against third parties for

past infringement thereof, the same to be held and enjoyed by said ASSIGNEE as fully and entirely as the same would have been held by ASSIGNOR had this transfer, assignment and sale not been made.

ASSIGNOR hereby warrants and covenants that it has the full power and authority to convey the rights, title and interests herein assigned, transferred and sold to ASSIGNEE, that it has not executed and will not execute any agreement in conflict herewith, and that it will execute any and all other instruments which may be necessary to perfect and evidence ASSIGNEE's ownership of the property and rights herein conveyed.

IN WITNESS WHEREOF, ASSIGNOR, intending to be legally bound, has caused this Assignment to be executed by its duly authorized officer as of the 7 day of August, 2002.

Boehme Filatex, Inc.


By: R. A. ECHERT
Title: CEO

CLT01/4547490v1