

3-3-03 TRAI



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To the Honorable Commissioner of Patents and Trade Marks original documents or copy thereof.

1. Name of conveying party(ies) **2003 MAR -3 PM 12:03**  
**Shell Trademark Management B.V.**  
**Carel van Bylandtlaan 30**  
**The Hague, The Netherlands**

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other **Dutch Company (Netherlands)**

Additional names(s) of conveying party(ies)      Yes  No

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

Name: **Tomah Reserve, Inc.**

Internal Address: \_\_\_\_\_

Street Address: **1012 Terra Drive**

City: **Milton**                      State: **WI**      ZIP: **53563**

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

If assignee is not domiciled in the United States, a domestic designation is                       Yes       N  
(Designations must be a separate document from  
Additional name(s) & address(es)                       Yes       N

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other **Quitclaim Trademark Assignment Agreement**

Execution Date: **November 8, 2002**

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

A. Trademark Application No.(s)

Additional numbers

B. Trademark Registration No.(s)

**1,757,836**

Yes  No

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

Name: **John E. Munger**

Internal Address: **Jansson, Shupe & Munger, Ltd.**

Street Address: **245 Main Street - Suite M**

City: **Racine**                      State: **WI**      ZIP: **53403**

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:

**10-0270**

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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.*

**John E. Munger**                                           **2/28/03**  
Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and

**3**

TRADEMARK

## **QUITCLAIM TRADEMARK ASSIGNMENT AGREEMENT**

WHEREAS, on December 27, 2001, Shell Petroleum Inc., a Delaware corporation with an address of P.O. Box 8985, Wilmington, Delaware 19899 ("SPI"), assigned to Shell Trademark Management B.V., a Dutch company with an address of Carel van Bylandtlaan 30, The Hague, The Netherlands ("Shell") the NONATELL<sup>®</sup> trademark (the "Trademark") and the federal registration for the Trademark on the Principal Register of the United States Patent and Trademark Office, Registration No. 1,757,836, for use with pulp and paper surfactants (the "Registration") (such assignment having been recorded with the U.S. Patent and Trademark Office at Reel 2408, Frames 0660-0671); and

WHEREAS, on or about March 26, 2001, Shell Oil Company, a Delaware corporation with an address of One Shell Plaza, Houston, Texas 77002 ("Shell Oil") assigned to SPI the Trademark and Registration (such assignment having been recorded with the U.S. Patent and Trademark Office at Reel 2361, Frames 0510-0520); and

WHEREAS, on August 27, 1999, Shell Oil assigned to Tomah Reserve, Inc., a Delaware corporation with an address of 1012 Terra Drive, Milton, Wisconsin 53563-0388 ("Tomah") all right title and interest in the Trademark and Registration, together with the good will of the business symbolized by the Trademark (such assignment having been recorded with the U.S. Patent and Trademark Office at Reel 1953, Frames 0269-0272); and

WHEREAS, the parties wish to clear the chain of title for the Trademark and Registration and to recognize Tomah as exclusive owner of the Trademark and Registration.

NOW, THEREFORE, for past valuable and legally sufficient consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

To the extent Shell possesses right, title and interest in said Trademark and Registration, it hereby assigns and transfers all of such rights to Tomah, together with the goodwill of the business symbolized by the Trademark and Registration, including the right to sue for past infringement thereof.

IN WITNESS WHEREOF, the parties have executed this agreement as of the dates written below.

TOMAH RESERVE, INC.

Signed: James C. Krogh

United States, this 25<sup>th</sup> day of February, 2003

SHELL TRADEMARK MANAGEMENT B.V.

1. Signed: [Signature]

The Hague, this 8 day of November, 2002

2. Signed: [Signature]

The Hague, this 14 day of November, 2002