

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

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

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

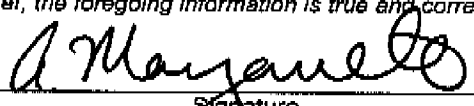
<p>1. Name of conveying party(ies): <u>Salem Oil and Grease Co.</u></p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State Massachusetts  <input type="checkbox"/> Other:</p> <p>Additional name(s) of conveying party(ies) attached?      <input type="checkbox"/> Yes  <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: <u>Stahl (USA) Inc.</u></p> <p>Internal Address: Street Address: <u>13 Corwin Street</u>  <u>Post Office Box 3039</u></p> <p>City: <u>Peabody</u>  State: <u>MA</u>      Zip: <u>01961-3039</u></p> <p><input type="checkbox"/> Individual(s) citizenship: _____  <input type="checkbox"/> Association: _____  <input type="checkbox"/> General Partnership: _____  <input type="checkbox"/> Limited Partnership: _____  <input checked="" type="checkbox"/> Corporation-State: <u>Delaware</u>  <input type="checkbox"/> Other: _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached:      <input type="checkbox"/> Yes  <input type="checkbox"/> No  (Designations must be a separate document from assignment)  Additional name(s) &amp; address(es) attached?      <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p>
<p>3. Nature of Conveyance:  <input checked="" type="checkbox"/> Assignment      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other:</p> <p>Execution Date: <u>October 22, 2002</u></p>	

<p>4. Application Number(s) or Registration Number(s):  A. Trademark Application No.(s):    Additional numbers attached?      <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p>	<p>B. Trademark Registration No.(s):  <u>765,709</u></p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:  Name: <u>Trademark Docketing Specialist</u>  <u>Ropes &amp; Gray</u></p> <p>Internal Address: <u>Atty. Dkt.: STAH-T-001</u>  Street Address: <u>One International Place</u></p> <p>City: <u>Boston</u>      State: <u>MA</u>      Zip: <u>02110</u></p>	<p>6. Total Number of applications and registrations involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41) \$ <u>40.00</u></p> <p><input type="checkbox"/> Enclosed  <input checked="" type="checkbox"/> Authorized to be charged to Deposit Account  <input type="checkbox"/> Authorized to be charged to credit card  (Form 2038 enclosed)</p> <p>8. Deposit account number: <u>18-1945</u>  (Attach duplicate copy of this page if paying by deposit account)</p>
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**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.*

Alexander Manganiello            10-27-03  
Name of Person Signing      Signature      Date

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

CH \$40.00 181945 0765709

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Agreement") is dated as of October 22, 2002, and is made from Salem Oil & Grease Co., a Massachusetts corporation ("Assignor"), to Stahl (USA) Inc., a Delaware corporation ("Assignee"). All capitalized terms used but not defined herein shall have the meaning set forth in the Asset Sale and Purchase Agreement dated as of October 22, 2002 between Assignor and Assignee (the "Sale Agreement").

### RECITALS

WHEREAS, Assignor has adopted and used in commerce or has filed trademark applications with respect to, and intends to use in commerce, the Trademarks as set forth in Schedule A attached hereto; and

WHEREAS, pursuant to the Sale Agreement, Assignor is transferring to Assignee the Trademarks, and Assignee wishes to acquire from Assignor, and Assignor wishes to transfer to Assignee, said Trademarks and the goodwill associated with such Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor assigns to Assignee all rights, title and interests in and to the Trademarks, the goodwill symbolized by the Trademarks, all registrations and applications for registration thereof, if any, all rights of action accrued and to accrue under and by virtue thereof, including the right to sue and recover for past infringement of said Trademarks, and all records and files relating to said Trademarks.
2. Assignor shall sign all documents, provide all testimony and, in general, do all lawful things reasonably requested of it by Assignee to carry out and fulfill the purposes and intent of this Agreement.
3. This Agreement will be construed and enforced in accordance with, the laws (other than the conflict of law rules) of the Commonwealth of Massachusetts, without regard to its principles of conflicts of laws. Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be determined pursuant to Section 8.11 of the Sale Agreement.
4. This Agreement may be executed by facsimile signature and in counterparts, each of which will be an original and all of which when taken together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed, made and entered into this Agreement under seal as of the date first set forth above.

ASSIGNOR:

SALEM OIL & GREASE CO.

By: *Gary W Hanson*  
Name: GARY W HANSON  
Title: President

ASSIGNEE:

STAHL (USA) INC.

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties have executed, made and entered into this Agreement under seal as of the date first set forth above.

ASSIGNOR:

SALEM OIL & GREASE CO.

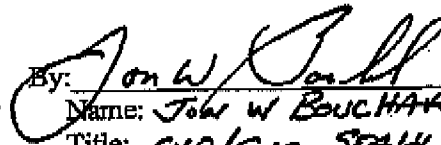
By: \_\_\_\_\_

Name:

Title:

ASSIGNEE:

STAHL (USA) INC.

By:   
Name: Jon W Bouchard  
Title: GVF/GM STAHL USA

SCHEDULE A

Trademarks, including without limitation the following:

Salem Oil & Grease Co.

Tiger Image, U.S. Registration No. 0765709

1030	LANEX 50	SALTAN CV	VITRONEATS A
#4 OIL	LANEX DW-100	SALTAN GWH	VITROSOL 600
#46 OIL	LEUKOTAN 1084	SALTAN HPS	VITROSOL 700
113 GREASE	LP Oil	SALTAN NSE	VITROSOL WP
118 GREASE	LUSTEROL 1000	SALTAN TW	WA-929
118 NA	MILSLIC T-15/MILSLIC T-23	SALTAN UP	WA-966 (LIGHT DARK)
118 NL	MINERAL/UNITHENE100/PARAFFIN	SAPANOL 133-L	WOOLGREASE
123 GREASE	MOELLON C-66	SG 101	WP-677
130 GREASE or TK-70	MONOPOLE	SSW #4	WP-702
166 OIL, OW OIL	MONOPOLE SAP	STERNINE (STC)	WP-723
1930 OIL	MS-30	SULPHAT 37	WP-900
207 COMPOUND	NEATSFOOT A-20	SULPHAT 50	WP-947
340R	NEATSFOOT OIL 20 SPECIAL	SULPHAT 773	X-3 OIL
342 OIL	NEATSFOOT OIL A-15	SULPHAT ARL	
344 OIL	NEOSYN PFX	SULPHAT BH BASE	
348 OIL	NL-97	SULPHAT POL LPS, SALCO AB	
370M, LANTEX 7676, LANTEX 68	NUTREEN SCE	SULPHAT OZ	
377-K OIL	NUTREEN X (substituted with MARDOL 1498 - T)	SULPHAT WLN	
406 OIL	OVASOL 100	SURFONIC JL-BOX	
582 OIL	OVASOL S	TC-44, NL 97	
77-U BLEND	PARALOID OVI	TEXOL 140 SL	
782/786 OIL	QUIMICA WAXOL	TEXOL AM	
792 OIL	RM-105 DEFOAMER	TEXOL C	
900-H	RO 1	TEXOL FM	
BOOT OIL ED	RX-20	TEXOL GC (EXPORT L-80)	
BOOT OIL EXP.	RX-350-G	TEXOL LC-500	
CASTEROL 85	RX-50	TEXOL N	
CHEMOL 103	SALCHLOR 20	TEXOL R, BLENDOL R	
COD OIL	SALCHLOR 45	TEXOL RM	
COMPOUND 721	SALCHLOR 49	TEXOL S-50	
COMPOUND 92	SALCHLOR PM	TEXOL SNF	
COMPOUND B03	SALCO 1223	TEXOL VK	
COMPOUND WL87	SALCO 3850	TK-1742 (Green is New)	
CT 30 NEATSFOOT OIL (A OIL)	SALCO AL	TK-57	
EDF, ED, 7A	SALCO BRK	TK-985/UNITHENE 2000	
EDU	SALCO CSK or PHB-W	TKCS	
ELW	SALCO DFU	TK-PL	
FIBRETAN EVM	SALCO EMP	TKWS	
FILLER GS	SALCO EO	TKCS	
FILLER JC	SALCO EX-1480	TOPPING OIL #2	
FLOPEL 1000	SALCO H-500	TOPPING OIL AC	
FLOPEL 21	SALCO HED	TOPPING OIL TK-18	
FR #1	SALCOK, 282	TOPPING OIL TK-1 (WRKO)	
GLOVE OIL	SALCOR, 282	TOPPING OIL TK-17	
H-700	SALCO MN	TOPPING OIL TK-2	
HERRING OIL	SALCO PHB	TOPPING OIL TK-HWG	
HYDROIL KO	SALCO PHB-W	TRL	
HYDROIL KW	SALCO S	UL 945	
HYDROIL KWM	SALCO WM	VITROCOD A-3	
HYDROIL LNM	SALEM 406	VITROCOD H-20, VITROCOD L-20	
HYDROIL KC	SALFOS 225	VITROLINE 575	
	SALFYL 89	VITROLINE 600	
JC COMPOUND	SALFYL CF	VITROLINE AB	
JC POWDER	SALKAT 19	VITROLINE CC	
L-80 (P-291)	SALKAT 22	VITROLINE CN-25, BLENDOL CN-25	
L-82	SALTAN BLS	VITROLINE MT-100	
LANASOL 56	SALTAN CN	VITROLINE P	
LANEX 30	SALTAN CRS	VITROLINE PRA	