

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BASF Corporation		07/14/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Lubrizol Foam Control Additives, Inc.
Street Address:	303 Dale Drive
City:	Fountain Inn
State/Country:	SOUTH CAROLINA
Postal Code:	29644
Entity Type:	CORPORATION: SOUTH CAROLINA

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	1210144	MASIL
Registration Number:	1112050	MAZU

CORRESPONDENCE DATA	
Fax Number:	(440)347-1110
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(440) 347-5072
Email:	aaz@lubrizol.com
Correspondent Name:	Teresan W. Gilbert
Address Line 1:	29400 Lakeland Boulevard
Address Line 4:	Wickliffe, OHIO 44092

NAME OF SUBMITTER:	Andrea A. Zwegat
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Total Attachments: 4 source=BASF LFCA 1_1#page1.tif source=BASF LFCA 1_2#page1.tif source=BASF LFCA 1_3#page1.tif source=BASF LFCA 1_4#page1.tif

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TRADEMARK ASSIGNMENT

This Trademark Assignment is made this 14th day of July, 2003 by and between BASF CORPORATION, a Delaware corporation ("BASF"), and LUBRIZOL FOAM CONTROL ADDITIVES, INC., a South Carolina corporation ("LFCA").

WHEREAS, BASF is the owner of Trademarks listed on the attached **Schedule A** for Registered Marks and attached **Schedule B** for common law marks (collectively "Trademarks"); and

WHEREAS, LFCA is desirous of acquiring the entire right, title and interest of BASF in and to the Trademarks, together with the goodwill associated therewith; and

WHEREAS, the parties have entered into a Purchase and Sale Agreement ("Agreement") dated June 16, 2003, pursuant to which BASF has agreed to the transfer of its entire right, title and interest in and to the Trademarks and the goodwill associated thereto to LFCA.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, BASF does hereby assign, sell, transfer and convey to LFCA its entire and undivided right, title and interest in and to the Trademarks, together with all the goodwill associated therewith, as well as all of its rights to injunctive relief, damages or profits, due or accrued, arising out of all causes of action, past and future, including infringement of the Trademarks, or any other violation or injury to the goodwill and the right to sue for and recover the same in its own name and that of its successors, assigns or other legal representatives.

SCHEDULE A

Trademark	Country	Registration No.	Renewal Due
MASIL	United States	1210144	9/28/2012
MASIL	Canada	TMA 385647	
MAZU	United States	1112050	1/30/2009

SCHEDULE B

Trademark	Country	Common Law
Masilwax	Worldwide	Common law