

703-306-5995

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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):

Shell Oil Company
One Shell Plaza
Houston, Texas 77252

- Individual(s)
- General Partnership
- Association
- Limited Partnership

- Corporation-State Delaware
- Other: _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Kalido Limited

Internal Address: _____

Street Address: 8 York Road
London SE1 7NA
England

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State England
- 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
- Security Agreement
- Merger
- Change of Name

Other _____

Execution Date: June 17, 2003

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2485859 2729474

Additional number(s) attached Yes No

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

Name: Michael Bevilacqua, Esquire

Internal Address: Hale and Dorr LLP

Street Address: 60 State Street

City: Boston State: Massachusetts Zip: 02109

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

08-0219

(Attach duplicate copy of this page if paying by deposit account)

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.

Michael Bevilacqua, Esquire

Name of Person Signing



Signature

November 18, 2003

Date

Hale and Dorr LLP Attorney Reference Number: 113.804.140

Total number of pages including cover sheet, attachments, and document: 8

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

Please send Notice to Michael Bevilacqua
via facsimile to 617-526-**TRADEMARK**

CH \$55.00 080219 2485859

ASSIGNMENT of TRADE MARKS and COPYRIGHT

AN AGREEMENT made between

SHELL OIL COMPANY, a company incorporated under the laws of the State of Delaware, USA, and having an office at One Shell Plaza, Houston, Texas, USA (hereinafter referred to as "SOC")

and

KALIDO LIMITED, a company organised and existing under the laws of England and having its registered office at 8 York Road, London SE1 7NA, England (hereinafter referred to as "Kalido").

RECITALS

1. SOC has applied for registration in the USA of the trade marks identified in Appendix A (hereinafter referred to as the "Trade Marks") and it is the owner in the USA of the registered associated design mark ("the Logo") identified in Appendix A.
2. SOC and Kalido wish to set out in detail the manner in which the Trade Marks and the Logo and the copyright in the Logo will be assigned to Kalido.

IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN IT IS -
AGREED AS FOLLOWS:

1. With effect from the date on which this Agreement is signed by the later party to do so ("the Effective Date"), SOC hereby assigns to Kalido all right, title and interest of SOC in and to the Trade Marks and the Logo, including the right to sue for past infringement and recover all damages in respect thereof. From the Effective Date onward, responsibility for the further filing, prosecution, maintenance, defence, opposition against and enforcement of the Trade Marks and the Logo as well as liability for all associated costs and expenses shall pass to Kalido. Also on the Effective Date SOC assigns to Kalido all of its rights of copyright in the Logo, including the right to sue for past infringement and to recover all damages in respect thereof. In consideration of the aforesaid assignments Kalido undertakes to pay to SOC the sum of US dollars 1000 (one thousand United States dollars) within 30 (thirty) days of the Effective Date.
2. With effect from the Effective Date Kalido shall be responsible for and shall bear all expenses including, but not limited to, official fees and stamp duty associated with recordal at the US Patent and Trademark Office of the transfer to Kalido of the title in the Trade Marks and the Logo. SOC shall co-operate with Kalido in the recordal of such transfer by executing required documents in a form acceptable to SOC which shall be prepared by Kalido or, at Kalido's expense, by attorneys acting on Kalido's instructions.
3. SOC shall ensure that as soon as practicable following the Effective Date, the attorneys acting for SOC in relation to the Trade Marks and the Logo are informed that:
 - the assignment of the Trade Marks and the Logo to Kalido has taken place; and
 - the responsibility for handling the Trade Marks and the Logo has passed to Kalido;and

- the costs in respect of filing, prosecution, maintenance, defence, enforcement and assignment of the Trade Marks and the Logo should thereafter be charged to Kalido.

For the avoidance of doubt all debit notes received from attorneys in connection with the Trade Marks and the Logo for services rendered after the Effective Date will be for payment by Kalido. Such attorneys shall be requested to send promptly to SOC an invoice for their fees in respect of services rendered up to the Effective Date. SOC shall pay for all services identified as having been rendered prior to the Effective Date.

4. SOC shall not be liable for any loss or damage suffered by Kalido resulting from negligence or whatever other cause and arising out of or in connection with this Agreement or its subject matter. Kalido shall indemnify SOC against any third party claim brought against SOC in respect of any loss or damage arising out of or in connection with this Agreement or its subject matter.

Nothing in this Agreement shall make SOC liable in respect of any act done or omitted to be done on or after the Effective Date by Kalido or its agents and Kalido shall indemnify SOC and its successors in title, and hold them harmless, in respect of any liability (including liability for negligence) for all losses, costs, claims, expenses and damages (including, but not limited to, legal and other professional fees) which it /they may incur as a result of anything so done or omitted to be done, or failure by Kalido to perform any of its obligations under this Agreement.

5. The Parties agree that with the coming into force of this Agreement, the Trademark Licence Agreement concluded between them dated 21 December 2001 shall be unconditionally terminated and be of no further force or effect. The Parties declare to each other that they have no claims on each other arising from or based upon said Trademark Licence Agreement.
6. This Agreement shall be deemed to have been made in Houston, Texas (irrespective of where it may have been signed by the parties hereto). This Agreement and the relationship

thereunder between the parties shall be exclusively interpreted in accordance with, and be governed by, the laws of the State of Texas, USA and any dispute (whether based in contract, tort or otherwise) arising out of or in connection with this Agreement that cannot be solved amicably between the parties shall be submitted to the exclusive jurisdiction of the competent Courts of the State of Texas.

AS WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate original by their respective duly authorised representatives.

SHELL OIL COMPANY

By: *Richard F. Lantz*

Date: *June 17, 2003*

KALIDO LIMITED

By: *Ch. Hoj*

Date: *17th June 2003*

06/17/03 16:47 FAX