

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Purchase Agreement

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sta-Lube, Inc.		10/28/1992	CORPORATION: CALIFORNIA

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CRC Industries, Inc.
<b>Street Address:</b>	885 Louis Drive
<b>City:</b>	Warminster
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	18974
<b>Entity Type:</b>	CORPORATION: DELAWARE

<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	315103	STA-LUBE

<b>CORRESPONDENCE DATA</b>	
Fax Number:	(215)965-1210
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(215) 965-1247
Email:	jlavine@akingump.com
Correspondent Name:	Akin Gump Strauss Hauer & Feld, LLP
Address Line 1:	2005 Market Street
Address Line 2:	One Commerce Sq., 22nd Floor
Address Line 4:	Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	921-AFF/STA LUBE 315103
-------------------------	-------------------------

NAME OF SUBMITTER:	Jordan A. LaVine
--------------------	------------------

Total Attachments: 4  
 source=CRC#page1.tif  
 source=CRC#page2.tif  
 source=CRC#page3.tif  
 source=CRC#page4.tif

CH \$40.00 315103

**TRADEMARK**

- 4.6 No Liens on Assets. The Company has good and marketable title to all of its assets, free and clear of all equities, pledges, liens (except liens for taxes not yet due), security interests or other burdens, charges or encumbrances of any kind or nature whatsoever, except as otherwise disclosed in Schedule 4.6 attached hereto.
- 4.7 Leases. All leases pursuant to which the Company leases to or from others any property are listed in Schedule 4.7 attached hereto, and all such leases are legally valid. There is not under any of such leases any existing default or any event of default or event which with notice or lapse of time or both would constitute such a default by the Company or, to the knowledge of the Sellers and the Company, by any other party thereto. The Company is not a party to and is not bound by any other lease or amendment or supplement thereto. All leased and owned real property and the uses being made thereof by the Company comply with all applicable zoning laws.
- 4.8 Licenses, Permits, Etc. The Company has all licenses which are necessary for the conduct of its business, and all license taxes have been paid if due or accrued if not yet due. All franchises, patents, trademarks, trade names and other licenses used by the Company in the present conduct of its business are listed in Schedule 4.8 attached hereto. The Company has not received any notice of conflict with the asserted rights of others thereto, and, to the best knowledge of the Sellers and the Company, the Company is not infringing on the rights of others (it being understood that the Company has not conducted a trademark search). None of the Sellers is aware of any claim of such infringement.
- 4.9 Financial Statements. Copies of the company's audited financial statements for the fiscal years ended December 31, 1987 through 1992 inclusive are attached hereto as Exhibits 4.9.1 through 4.9.6 to Schedules 4.9 (the "Audited Financial Statements"). Copies of the Company's unaudited financial statements for the interim periods ended March 31, 1993, and September 30, 1993 (the "Interim Financial Statements") are attached hereto as Exhibit 4.9.7 to Schedule 4.9. Except as set forth in Schedule 4.9, the Audited Financial Statements (a) are true, correct, complete, (b) have been prepared in accordance with generally accepted accounting principles consistently applied and (c) fairly reflect the financial conditions and results from operations of the Company at the dates and for the periods indicated.

further action as the other may reasonably request in order to carry out the full intent and purpose of this Agreement.

21.9 Public Announcement. Neither party will make any public announcements prior to Closing with respect to the transactions provided in this Agreement without the approval of the other party, except as otherwise required by law.

21.10 Arbitration. Any controversy, dispute, or claim relating to this Agreement between the parties shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association. Notwithstanding any rule of the American Arbitration Association to the contrary, the parties shall be entitled to conduct discovery which shall be governed by the Federal Rules of Civil Procedure then in effect. The arbitrator shall have all power and authority to enter orders relating to such discovery as are allowed under the Federal Rules of Civil Procedure. The arbitrator shall apply California substantive law in all regards.

The arbitrator's authority to order discovery and to enter a final and binding judgment shall be final and binding. It may be enforced through order of a court of competent jurisdiction. Such judgment may be reviewed by a court only on the grounds of bias, improper conduct of the arbitrator, abuse of discretion or violation of public policy.

IN WITNESS WHEREOF, the parties have duly executed this Agreement under seal as of the date first above written.

CRC INDUSTRIES, INC.

By: Eugene Fleish  
Title: Vice President

William L. Stabler  
William L. Stabler

WILLIAM L. STABLER, TRUSTEE OF THE  
WILLIAM L STABLER FAMILY TRUST UNDER  
DECLARATION OF TRUST DATED  
OCTOBER 15, 1979

By: William L. Stabler  
William L. Stabler

Laird A. Stabler  
Laird A. Stabler

LAIRD A. STABLER, TRUSTEE OF  
THE STABLER FAMILY TRUST  
UNDER DECLARATION OF TRUST  
DATED FEBRUARY 29, 1988

By: Laird A. Stabler  
Laird A. Stabler

Warren J. Clark  
Warren J. Clark

WARREN J. CLARK, TRUSTEE OF  
THE CLARK FAMILY TRUST UNDER  
DECLARATION OF TRUST DATED  
JULY 31, 1986

By: Warren J. Clark  
Warren J. Clark

Robert W. Clark  
Robert W. Clark

STA-LUBE, INC.

By: William L. Hebb  
Title: Pres

48

FOREIGN AND U.S. TRADEMARKS  
PENDING, REGISTERED, AND ABANDONED  
IN THE NAME OF STA-LUBE, INC.

<u>COUNTRY</u>	<u>MARK</u>	<u>REG. NO./ SERIAL NO.</u>	<u>INT. CLASS</u>	<u>FILING DATE/ REG. DATE</u>	<u>STATUS</u>
AUSTRALIA	STA-LUBE	A525,711	3	Dec. 19, 1989	Issued
AUSTRALIA	STA-LUBE	A525,712	4	Dec. 19, 1989	Issued
COSTA RICA	STA-LUBE	74,646	4	Mar. 21, 1991	Issued
EL SALVADOR	STA-LUBE	Not Assign.	4	Dec. 21, 1990	Pending
GERMANY	STA-LUBE	1,017,017	3 & 4	May 5, 1981	Issued
GUATEMALA	STA-LUBE	66,209	4	Oct. 29, 1991	Issued
HONG KONG	STA-LUBE	3613/91	3	May 30, 1991	Pending
HONG KONG	STA-LUBE	3614/91	4	May 30, 1991	Pending
INDONESIA	STA-LUBE	160,861	3	Nov. 16, 1981	Issued
INDONESIA	MOLY-GRAPH	Not Assign.	4	Jul. 20, 1991	Pending
INDONESIA	STA-LUBE	Not Assign.	12	Aug. 10, 1991	Pending
JAPAN	STA-LUBE	1,243,325	Jap./4	Jan. 10, 1987	Issued
KOREA	STA-LUBE, INC.	80-10276	3 & 4	Feb. 14, 1992	Pending
MALAYSIA	STA-LUBE	90/04727	4	Jul. 24, 1990	Pending
MEXICO	STA-LUBE	361,776	Mex./15	May 9, 1989	Issued
PHILIPPINES	STA-LUBE	33,083	3	Mar. 28, 1984	Issued
PORTUGAL	STA-LUBE	275,957	3	Aug. 1, 1991	Pending
PORTUGAL	STA-LUBE	273,558	4	May 8, 1991	Pending
SINGAPORE	STA-LUBE	5285/91	3	May 29, 1991	Pending
SINGAPORE	STA-LUBE	5286/91	4	May 29, 1991	Pending
SPAIN	STA-LUBE Logo	821,496	4	Feb. 5, 1989	Issued
TAIWAN	STA-LUBE	370,479	Tai./7	July 16, 1987	Issued
TAIWAN	STA LUBER	81,027,862	Tai./14	June 9, 1992	Pending
THAILAND	STA-LUBE	222,718	3	Dec. 24, 1991	Pending
THAILAND	STA-LUBE	222,717	4	Dec. 24, 1991	Pending
U.S.	STA-LUBE logo	315,103	4	Jul. 17, 1934	Issued
U.S.	STA-LUBE logo	545,899	3	Jul. 31, 1951	Issued
	lettering				
U.S.	FIRST MATE	942,928	3	Sep. 12, 1972	Issued
U.S.	STA-LUBE	948,460	3	Dec. 12, 1972	Issued
U.S.	TASKMASTER	984,145	3	May 14, 1974	Issued
	logo				
U.S.	TASKMASTER	984,146	3	May 14, 1974	Issued
U.S.	TASKMASTER	985,732	1,3 & 4	June 11, 1974	Issued
U.S.	TASKMASTER	987,173	1,3 & 4	Jul. 2, 1974	Issued
	logo				
U.S.	CONTAINER	1,013,876	4	Jun. 17, 1975	Issued
	CONFIGURATIO				
	N logo				
U.S.	MOLY SHUR	1,041,602	4	Jun. 22, 1976	Issued
U.S.	MOLY-GRAPH	1,169,815	4	Sep. 22, 1981	Issued
U.S.	SIM-U-LEAD	1,414,636	1	Oct. 28, 1986	Issued
U.S.	EQUA-TORQUE	1,525,166	4	Feb. 21, 1989	Issued