

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	05/19/2004

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Lubrizol Corporation		05/19/2004	CORPORATION: OHIO

**RECEIVING PARTY DATA**

Name:	Lubrizol Limited
Street Address:	Dock Road South
City:	Bromborough, Wirral, Merseyside
State/Country:	UNITED KINGDOM
Postal Code:	CH62 4SH
Entity Type:	CORPORATION: UNITED KINGDOM

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	786237	WAXOLINE

**CORRESPONDENCE DATA**

Fax Number: (440)347-1110  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 440 943-4200  
 Email: aaz@lubrizol.com  
 Correspondent Name: The Lubrizol Corporation  
 Address Line 1: 29400 Lakeland Boulevard  
 Address Line 4: Wickliffe, OHIO 44092

**DOMESTIC REPRESENTATIVE**

Name: The Lubrizol Corporation  
 Address Line 1: 29400 Lakeland Boulevard  
 Address Line 4: Wickliffe, OHIO 44092

CH \$40.00 786237

NAME OF SUBMITTER:	Andrea A. Zwega
Signature:	/s/Andrea A. Zwega
Date:	02/15/2005

**Total Attachments: 15**

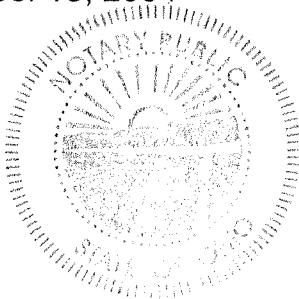
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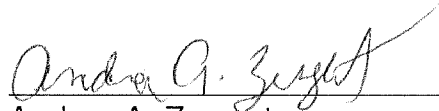
CERTIFICATE OF AUTHENTICATION

STATE OF OHIO            }  SS:  
COUNTY OF LAKE        }

I, Andrea A. Zwegat, a Notary Public in and for the State of Ohio, with a business address at The Lubrizol Corporation, 29400 Lakeland Boulevard, Wickliffe, Ohio 44092-2298, U.S.A., do hereby certify that I have compared the attached copy with the original Assignment of Trademarks between The Lubrizol Corporation and Lubrizol Limited dated May 19, 2004 and that said copy is a true and complete copy of the original.

Date: November 15, 2004



  
Andrea A. Zwegat

**ANDREA A. ZWEGAT**  
**NOTARY PUBLIC-STATE OF OHIO**  
My Commission Expires 02-18-2009  
Recorded in Lake County

THE LUBRIZOL CORPORATION

and

LUBRIZOL LIMITED

ASSIGNMENT OF TRADE MARKS

This ASSIGNMENT is made the 19<sup>th</sup> day of May 2004,

BETWEEN:

- (1) **THE LUBRIZOL CORPORATION** a corporation of State of Ohio, USA having its principal place of business at 29400 Lakeland Blvd, Wickliffe, OH, 44092 (the "**Assignor**"); and
- (2) **LUBRIZOL LIMITED**, a corporation of the United Kingdom, having its principal place of business at Dock Road South, Bronborough, Wirral, Merseyside, CH 62 4SH, United Kingdom (the "**Assignee**").

WHEREAS:

- (A) The Assignor is the proprietor of certain registered and unregistered trade marks and is entitled to the benefit of certain trade mark applications.
- (B) The Assignor agrees to assign the said registered and unregistered trade marks and trade mark applications on the terms and conditions hereof.

IT IS HEREBY AGREED:

1. **DEFINITIONS**

- 1.1. In this Assignment, including its Recitals and Schedules, the following terms shall have the following meanings, unless the context otherwise requires:

"**the Applications**" means the trade mark applications listed in Schedule 2;

"**the Registered Trade Marks**" means the registered trade marks listed in Schedule 1;

"**the Unregistered Trade Marks**" means the unregistered trade marks listed in Schedule 3;

"**the Trade Marks**" means the Unregistered Trade Marks and the Registered Trade Marks and the Applications or any one of them;

- 1.2. In this Assignment:

- 1.2.1. the singular includes the plural and vice versa;

- 1.2.2. a reference to a Recital, Clause or Schedule is to a recital, clause or schedule of or to this Assignment;

- 1.2.3. all Recitals and Schedules form part of this Assignment;

- 1.2.4. a reference to any party to this Assignment or any other document or arrangement includes that party's executors, administrators, substitutes, successors and permitted assigns;

- 1.2.5. headings are for convenience only and shall not affect interpretation.

## 2. ASSIGNMENT

- 2.1. For payment of Three million Eight Hundred Fifty Two Thousand British Pounds (£3,852,000) (receipt of which is hereby acknowledged by the Assignor), effective on the date and year first written above, the Assignor hereby assigns to the Assignee:
- 2.1.1. its entire right, title and interest in and to the Registered Trade Marks and the Applications including any copyright it owns in the Registered Trade Marks and the Applications and its entire right, title and interest in and to the goodwill associated with, symbolized by or attaching to the Registered Trade Marks and the Applications (but no other goodwill); and
  - 2.1.2. its entire right, title and interest (if any) in the goodwill associated with, symbolised by or attaching to the Unregistered Trade Marks but for the avoidance of doubt only the goodwill relating to the business in the goods for which the Unregistered Trade Marks are used, being the goods listed opposite the Unregistered Trade Marks in Schedule 3 (but no other goodwill); and
  - 2.1.3. all Assignor's rights and powers arising from or attaching to its right, title and interest in and to the Trade Marks including, without limitation, the benefit of the Applications, with the intent that when the Applications are granted the registrations will vest in the Assignee and the right to institute and maintain proceedings for infringement or wrongful use of the Trade Marks or for passing off whether occurring prior to the date hereof or hereafter; and
  - 2.1.4. the Assignors right (if any) to apply for, prosecute and obtain registered trade mark protection throughout the world in respect of the Trade Marks, to the intent that the grant of any protection thereon will be in the name of and vest in the Assignee.

## 3. EXCLUSION OF WARRANTIES

Without prejudice to any other written agreements between the parties, no warranties, representations, conditions or undertakings are given in or under this Assignment by the Assignor as to the Trade Marks whatsoever, including, without limitation, as to its title to them, or as to the Assignee's use of them, including as to infringement of third party rights and any warranties, terms, representations or conditions which may have been otherwise implied by law, statute or otherwise into this Assignment relating to the Trade Marks or otherwise are hereby expressly excluded to the fullest extent permitted by law.

## 4. GOVERNING LAW

This Assignment shall be governed by and construed in accordance with the procedural and substantive laws of the State of Ohio.

5. COUNTERPARTS

This Assignment may be executed in more than one counterpart, each of which when executed and delivered shall be deemed to constitute an original. This Assignment shall become effective when one or more counterparts has been signed by each of the parties hereto and such a counterpart (so signed) has been delivered to each of the parties hereto.

IN WITNESS WHEREOF the parties have caused this Assignment to be duly executed on the date and year first above written.

THE LUBRIZOL CORPORATION

\_\_\_\_\_

Name

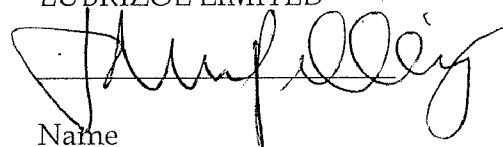
\_\_\_\_\_

Title

\_\_\_\_\_

Date

LUBRIZOL LIMITED



Name

JOHN PILLEY

Title

Director

Date 19 May 2004

5. COUNTERPARTS

This Assignment may be executed in more than one counterpart, each of which when executed and delivered shall be deemed to constitute an original. This Assignment shall become effective when one or more counterparts has been signed by each of the parties hereto and such a counterpart (so signed) has been delivered to each of the parties hereto.

IN WITNESS WHEREOF the parties have caused this Assignment to be duly executed on the date and year first above written.

THE LUBRIZOL CORPORATION *MJE*  
*[Signature]*

LUBRIZOL LIMITED  
\_\_\_\_\_

Name  
Vice President & G.C.

Name  
\_\_\_\_\_

Title  
5.21.04

Title  
\_\_\_\_\_

Date

Date



SCHEDULE 1

THE REGISTERED TRADE MARKS

1. WAXOLINE

<u>Trade Mark</u>	<u>Country</u>	<u>Status</u>	<u>Reg No</u>	<u>Class(es)</u>	<u>Registered Owner</u>
WAXOLINE	Australia	Registered	A67849	2	The Lubrizol Corporation
WAXOLINE	Austria	Registered	30303	2 (national class 11)	The Lubrizol Corporation
WAXOLINE	Benelux	Registered	2188	2	The Lubrizol Corporation
WAXOLINE	Brazil	Registered	814033091	2	The Lubrizol Corporation
WAXOLINE	Canada	Registered	111911	2	The Lubrizol Corporation
WAXOLINE	Denmark	Registered	932/1952	2	The Lubrizol Corporation
WAXOLINE	Egypt	Registered	27746	2	The Lubrizol Corporation
WAXOLINE	Eire/Ireland	Registered	54652	2	The Lubrizol Corporation
WAXOLINE	France	Registered	1592632	2	The Lubrizol Corporation
WAXOLINE	Germany	Registered	909992	2	The Lubrizol Corporation
WAXOLINE	India	Registered	7262	2	The Lubrizol Corporation
WAXOLINE	Italy	Registered	587911	2	The Lubrizol Corporation
WAXOLINE	New Zealand	Registered	34886	1	The Lubrizol Corporation
WAXOLINE	Norway	Registered	87847	2	The Lubrizol Corporation
WAXOLINE	Pakistan	Registered	14586	2	The Lubrizol Corporation,
WAXOLINE	South Africa	Registered	55/3882	2	The Lubrizol Corporation
WAXOLINE	Spain	Registered	193364	2	The Lubrizol Corporation
WAXOLINE	Sweden	Registered	74824	2	The Lubrizol Corporation
WAXOLINE	United Kingdom	Registered	516273	1	The Lubrizol Corporation
WAXOLINE	USA	Registered	786237	2	The Lubrizol Corporation

## 2. SOLSPERSE

<u>Trade Mark</u>	<u>Country</u>	<u>Status</u>	<u>Reg No</u>	<u>Class(es)</u>	<u>Registered Owner</u>
SOLSPERSE	Australia	Registered	A267140	1	The Lubrizol Corporation
SOLSPERSE	Benelux	Registered	317190	1	The Lubrizol Corporation
SOLSPERSE	Canada	Registered	209541	1	The Lubrizol Corporation
SOLSPERSE	China (and Mandarin)	Registered	1068184	2	The Lubrizol Corporation
SOLSPERSE	Denmark	Registered	459/1981	1	The Lubrizol Corporation
SOLSPERSE	Finland	Registered	67390	1	The Lubrizol Corporation
SOLSPERSE	France	Registered	1231890	1	The Lubrizol Corporation
SOLSPERSE	Germany	Registered	1010436	1	The Lubrizol Corporation
SOLSPERSE	Italy	Registered	469198	1	The Lubrizol Corporation
SOLSPERSE	Japan	Registered	1285875	1	The Lubrizol Corporation
SOLSPERSE	Japan (Katakana)	Registered	2492231	1	The Lubrizol Corporation
SOLSPERSE	Korea, South	Registered	222080	1	The Lubrizol Corporation
SOLSPERSE	Mexico	Registered	394517	1	The Lubrizol Corporation,
SOLSPERSE	Norway	Registered	90175	1	The Lubrizol Corporation
SOLSPERSE	South Africa	Registered	73/1421	1	The Lubrizol Corporation
SOLSPERSE	Spain	Registered	1590038	1	The Lubrizol Corporation
SOLSPERSE	Sweden	Registered	143956	1	The Lubrizol Corporation
SOLSPERSE	Switzerland	Registered	408914	1	The Lubrizol Corporation
SOLSPERSE	Taiwan	Registered	535852	1	The Lubrizol Corporation
SOLSPERSE	United Kingdom	Registered	1007703	1	The Lubrizol Corporation
SOLSPERSE	USA	Registered	1070807	1	The Lubrizol Corporation

## 3. LAMPRONOL

<u>Trade Mark</u>	<u>Country</u>	<u>Status</u>	<u>Reg No</u>	<u>Class(es)</u>	<u>Registered Owner</u>
LAMPRONOL	Austria	Registered	190391	2	The Lubrizol Corporation
LAMPRONOL	Benelux	Registered	190391	2	The Lubrizol Corporation
LAMPRONOL	Brazil	Registered	814064442	2	The Lubrizol Corporation,
LAMPRONOL	China ( and Mandarin)	Registered	1068188	2	The Lubrizol Corporation
LAMPRONOL	Czech Republic	Registered	190391	2	The Lubrizol Corporation l
LAMPRONOL	France	Registered	1622207	2	The Lubrizol Corporation
LAMPRONOL	Germany	Registered	1132226	2	The Lubrizol Corporation
LAMPRONOL	Germany	Registered	190391	2	The Lubrizol Corporation
LAMPRONOL	Hungary	Registered	190391	2	The Lubrizol Corporation
LAMPRONOL	Italy	Registered	513877	2	The Lubrizol Corporation
LAMPRONOL	Italy	Registered	190391	2	The Lubrizol Corporation
LAMPRONOL	South Africa	Registered	87/1892	2	The Lubrizol Corporation
LAMPRONOL	Spain	Registered	190391	2	The Lubrizol Corporation
LAMPRONOL	Switzerland	Registered	190391	2	The Lubrizol Corporation
LAMPRONOL	United Kingdom	Registered	1334139	2	The Lubrizol Corporation
LAMPRONOL	USA	Registered	2676661	2	The Lubrizol Corporation
LAMPRONOL	Madrid Agreement	Registered	190391	2	The Lubrizol Corporation l

Designating Austria, Benelux, Switzerland, Czech Republic, Germany, Spain, Hungary and Italy – details as listed above

TRADEMARK

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## 4. NERAMINE

<u>Trade Mark</u>	<u>Country</u>	<u>Status</u>	<u>Reg No</u>	<u>Class(es)</u>	<u>Registered Owner</u>
NERAMINE	Austria	Registered	439772	2	The Lubrizol Corporation
NERAMINE	Benelux	Registered	439772	2	The Lubrizol Corporation
NERAMINE	China (and Mandarin)	Registered	1068185	2	The Lubrizol Corporation
NERAMINE	France	Registered	1456692	1	The Lubrizol Corporation
NERAMINE	Germany	Registered	1126888	2	The Lubrizol Corporation
NERAMINE	Germany	Registered	439772	2	The Lubrizol Corporation
NERAMINE	Italy	Registered	513874	2	The Lubrizol Corporation
NERAMINE	Italy	Registered	439772	2	The Lubrizol Corporation
NERAMINE	Spain	Registered	439772	2	The Lubrizol Corporation
NERAMINE	United Kingdom	Registered	1093378	2	The Lubrizol Corporation
NERAMINE	Madrid Protocol	Registered	439772	2	The Lubrizol Corporation

Designating Austria, Benelux, Germany, Spain and Italy – details as listed above

## 5. SOLTHIX

<u>Trade Mark</u>	<u>Country</u>	<u>Status</u>	<u>Reg No</u>	<u>Class(es)</u>	<u>Registered Owner</u>
SOLTHIX	Argentina	Registered	1921768	1	The Lubrizol Corporation
SOLTHIX	Australia	Registered	832026	1	The Lubrizol Corporation
SOLTHIX	Canada	Registered	1078567	1	The Lubrizol Corporation
SOLTHIX	China (and Characters)	Registered	1222039	1	The Lubrizol Corporation
SOLTHIX	European Community	Registered	1610195	1	The Lubrizol Corporation
SOLTHIX	France	Registered	97705388	1	The Lubrizol Corporation
SOLTHIX	Germany	Registered	39728413	1	The Lubrizol Corporation
SOLTHIX	Japan	Registered	4209860	1	The Lubrizol Corporation
SOLTHIX	Japan (Katakana)	Registered	4209861	1	The Lubrizol Corporation
SOLTHIX	Korea, South	Registered	429062	1	The Lubrizol Corporation
SOLTHIX	Korea, South (Hangul)	Registered	429063	1	The Lubrizol Corporation
SOLTHIX	Mexico	Registered	724388	1	The Lubrizol Corporation
SOLTHIX	Taiwan	Registered	980183	1	The Lubrizol Corporation
SOLTHIX	United Kingdom	Registered	2101004	1	The Lubrizol Corporation
SOLTHIX	USA	Registered	2531059	1	The Lubrizol Corporation

## 6. SOLPLUS

<u>Trade Mark</u>	<u>Country</u>	<u>Status</u>	<u>Reg No</u>	<u>Class(es)</u>	<u>Registered Owner</u>
SOLPLUS	Australia	Registered	853338	1	The Lubrizol Corporation
SOLPLUS	China	Registered	1816416	1	The Lubrizol Corporation
SOLPLUS	European Community	Registered	1609122	1	The Lubrizol Corporation
SOLPLUS	Japan	Registered	4506871	1	The Lubrizol Corporation
SOLPLUS	Korea, South	Registered	506881	1	The Lubrizol Corporation
SOLPLUS	Mexico	Registered	683332	1	The Lubrizol Corporation
SOLPLUS	Taiwan	Registered	980184	1	The Lubrizol Corporation
SOLPLUS	USA	Registered	2699309	1	The Lubrizol Corporation

TRADEMARK

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## SCHEDULE 2

## THE TRADE MARK APPLICATIONS

## 1. SOLTHIX

<u>Trade Mark</u>	<u>Country</u>	<u>Status</u>	<u>App No</u>	<u>Class(es)</u>	<u>Registered Owner</u>
SOLTHIX	Brazil	Pending	823262391	1	The Lubrizol Corporation
SOLTHIX	China	Pending	2000158840	1	The Lubrizol Corporation
SOLTHIX	India	Pending	964067	1	The Lubrizol Corporation
SOLTHIX	South Africa	Pending	2000/20157	1	The Lubrizol Corporation

## 2. SOLPLUS

<u>Trade Mark</u>	<u>Country</u>	<u>Status</u>	<u>Reg No</u>	<u>Class(es)</u>	<u>Registered Owner</u>
SOLPLUS	Brazil	Pending	823227170	1	The Lubrizol Corporation
SOLPLUS	Canada	Pending	1078413	1	The Lubrizol Corporation
SOLPLUS	India	Pending	963416	1	The Lubrizol Corporation
SOLPLUS	South Africa	Pending	2000/20158	1	The Lubrizol Corporation

SCHEDULE 3  
The Unregistered Trade Marks

Trademark	Goods
3000	High performance dispersants for coatings and inks
8000	
9000	
11000	
13240	
13460	
13500	
13650	
13940	
16000	
17000	
17250	
17260	
17940	
18000	
18500	
19000	
19200	
20000	
21000	
24000	
26000	
27000	
28000	
31845	
32000	
32500	
32550	
32600	
33500	
34750	
35100	
35200	
36000	
36600	
37500	
38500	
39000	
40000	
41000	
41090	
42000	
43000	
44000	
53095	

Trademark	Goods
54000 11CM50	



C800	Coupling agent for bonding particulate matter to polymers, rubbers and plastics
K200 K210 D510 D520 D530 D540	High performance dispersants for plastics
GRB2	Humectant
L300	High performance dispersants for powder coatings
5000 12000 22000	Dispersant Synergists for enhancing the performance of high performance dispersants
250	Thickener for solvent-based coatings and inks
A100	Thickener for water-based coatings and inks
TX5	Thickener for thermosetting plastics