

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Correction to Chain of Title for Reg. No. 1011257 at Reel/Frame: 2323/0016 (Improperly Filed Document 1 of 3)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Exxon Mobil Corporation		08/26/2005	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Exxon Mobil Corporation		
Street Address:	5959 Las Colinas Boulevard		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039-2298		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1011257	COREXIT	
CORRESPONDENCE DATA			
Fax Number:	(202)662-4643		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2026620200		
Email:	wotrademark@fulbright.com		
Correspondent Name:	J. Paul Williamson		
Address Line 1:	801 Pennsylvania Avenue, N.W.		
Address Line 2:	Fulbright & Jaworski L.L.P.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
NAME OF SUBMITTER:	J. Paul Williamson		
Signature:	/JPW/		
Date:	09/28/2005		

OP \$40.00 1011257

Total Attachments: 51

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**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE ASSIGNMENT DIVISION**

Reel/Frame: 2323/0016
2862/0134
2883/0001

Conveyance: Correction of Assignment Records

Assignor: Exxon Mobil Corporation
(formerly Exxon Corporation)

Owner/Assignee: Exxon Mobil Corporation

Registration No.: 1011257

Mark: COREXIT

**DECLARATION IN SUPPORT OF CORRECTION TO
CHAIN OF TITLE FOR REGISTRATION NO. 1,011,257**

This Declaration is submitted pursuant to TMEP § 503.06(c) to correct the chain of title for Registration No. 1011257 for the mark COREXIT. In particular, this registration and mark were inadvertently and incorrectly included by the licensee of Exxon Mobil Corporation in a schedule of marks owned by the licensee and recorded with two change of name documents and a security interest document.

1. I, Mark L. Bosanko, being duly sworn, declare that the
(Name)
information included in this Declaration is of my own personal knowledge; that the facts as set forth in this Declaration would be admissible in evidence; and that I am competent to testify to the matters stated in this Declaration.

2. I am President + CEO for Nalco Energy Services, L.P.
(Title)

3. I have been employed by Nalco Energy Services, L.P. or its predecessor entities ONDEO Nalco Energy Services, L.P. and/or Nalco/Exxon Energy Chemicals, L.P., for the past 24 years and I have personal knowledge of the facts contained herein.

4. On May 27, 1975, the Certificate of Registration for the COREXIT mark, Registration No. 1011257, was issued to Exxon Corporation. Exxon Corporation is the former name of Exxon Mobil Corporation. See name change recorded at Reel/Frame: 2008/0657.

5. On information and belief, Exxon Mobil Corporation has been and continues to be the true and correct owner of Registration No. 1011257 and of the mark COREXIT.

6. On September 1, 1994, Exxon Corporation assigned to Nalco/Exxon Energy Chemicals, L.P. the applications and/or registrations for fifteen (15) different marks in as many as forty-eight (48) different countries. A copy of the Assignment of Registration of Trademarks From Exxon Corporation to Nalco/Exxon Energy Chemicals, L.P. ("Assignment") is attached as Exhibit 1.

7. Registration No. 1011257 was not among the properties included in the Assignment and this registration is not listed in Schedule A of the Assignment. This Assignment was not recorded against Registration No. 1011257.

8. Also on September 1, 1994, Exxon Corporation granted a Non-Exclusive Trademark License Agreement from Exxon Corporation to Nalco/Exxon Energy Chemicals, L.P. ("License Agreement"). A copy of relevant portions of the License Agreement are attached as Exhibit 2.

9. Registration No. 1011257 is covered by the License Agreement. See the relevant portions of Schedule A of the License Agreement attached as Exhibit 2.

10. On June 30, 2000, Exxon Corporation changed its name to Exxon Mobil Corporation. This name change was recorded at Reel/Frame: 2008/0657 and reflects the true owner of Registration No. 1011257.

11. On July 11, 2001, Nalco/Exxon Energy Chemicals, L.P. recorded a Change of Name document reflecting its name change to ONDEO Nalco Energy Services, L.P. This Change of Name document was recorded at Reel/Frame: 2323/0016. See Exhibit 3.

12. The document recorded at Reel/Frame: 2323/0016 incorrectly lists Registration No. 1011257 on the list of marks owned by Nalco/Exxon Energy Chemicals, L.P. which were impacted by the change of name.

13. Registration No. 1011257 should not have been included in the Change of Name document recorded at Reel/Frame: 2323/0016 because this mark was owned by Exxon Mobil Corporation and had not been assigned to Nalco/Exxon Energy Chemicals, L.P. or ONDEO Nalco Energy Services, L.P.

14. On November 24, 2003, Ondeo Nalco Energy Services, L.P. recorded a Change of Name document reflecting its name change to Nalco Energy Services, L.P. This Change of Name document was recorded at Reel/Frame: 2862/0134. See Exhibit 4.

15. The document recorded at Reel/Frame: 2862/0134 incorrectly lists Registration No. 1011257 on the list of marks owned by Ondeo Nalco Energy Services, L.P. which were impacted by the change of name.

16. Registration No. 1011257 should not have been included in the Change of Name document recorded at Reel/Frame: 2862/0134 because this mark was owned by Exxon Mobil Corporation and had not been assigned to Ondeo Nalco Energy Services, L.P. or Nalco Energy Services, L.P.

17. On December 30, 2003, Onedo Nalco Energy Services, L.P. recorded a security interest against sixty-one (61) applications or registrations. This security interest was recorded at Reel/Frame: 2883/0001. See Exhibit 5.

18. The security interest recorded at Reel/Frame: 2883/0001 incorrectly lists Registration No. 1011257 on the list of secured marks since Registration No. 1011257 and the COREXIT mark were not owned by Onedo Nalco Energy Services, L.P.

19. Registration No. 1011257 should not have been included in the security interest recorded at Reel/Frame: 2883/0001 because this mark is owned by Exxon Mobil Corporation and Onedo Nalco Energy Services, L.P. was not in a position to grant a security interest in a mark it did not own

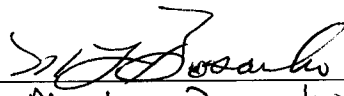
20. The secured party, Citicorp North America, Inc., has agreed to release its alleged security interest in the COREXIT mark and Registration No. 1011257. For the sake of completeness, a release of any security interest in Registration No. 1011257 and the COREXIT mark has been executed by Citicorp North America, Inc. and is also being recorded.

21. I am executing this Declaration for the purpose of correcting the chain of title for Registration No. 1011257 so that the chain of title accurately reflects that Exxon Mobil Corporation has been and continues to be the true and correct owner of Registration No. 1011257 and the COREXIT mark.

The undersigned being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity of the document or any registration resulting therefrom,

declares that all statements are made of his/her own knowledge are true; and all statements made on information and belief are believed to be true.

Date: August 26, 2005


Name: Mark L. Bosanko
Title: President & CEO *MB*

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE ASSIGNMENT DIVISION**

EXHIBIT 1

Declaration in Support of Correction to Chain of Title for Registration No. 1,011,257

CLOSING VERSION 002

ASSIGNMENT OF REGISTRATION OF TRADEMARKS FROM EXXON CORPORATION TO NALCO/EXXON ENERGY CHEMICALS, L.P.

WHEREAS, Exxon Corporation, of 225 E. John Carpenter Freeway, Irving, Texas, a corporation of the State of New Jersey, is the owner of the applications and registrations for the marks shown on Schedule A.

WHEREAS, Nalco/Exxon Energy Chemicals, L.P., a Delaware limited partnership, having offices at 7701 Highway 90-A, Sugar Land, Texas 77478, U.S.A., is desirous of acquiring the marks and the registrations thereof;

NOW, THEREFORE, for good and valuable consideration, receipt of which is acknowledged, Exxon Corporation assigns to Nalco/Exxon Energy Chemicals, L.P., all right, title, and interest in and to the marks shown on Schedule A, together with the goodwill of the business symbolized by the marks, and the registrations thereof. Nalco/Exxon Energy Chemicals, L.P., by acceptance hereof, recognizes that this assignment is subject to the agreements or licenses which Exxon Corporation has disclosed to it and further recognizes that it is solely responsible for any filing or recordation of this assignment, and any continuing prosecution or maintenance of the marks of registrations.

Dated this 1st day of SEPTEMBER, 1994.

EXXON CORPORATION

By: [Signature]
Name: RICHARD F. HUMPHREYS
Title: ATTORNEY-IN-FACT

NALCO/EXXON ENERGY CHEMICALS, L.P.

By: [Signature]
Name: JOHN R. SUTLEY
Title: PRESIDENT

SCHEDULE A

<u>Mark</u>	<u>Country</u>	<u>Appl./ Status</u>	<u>Appl./ Reg. No</u>	<u>Renewal Reg. Date</u>	<u>Date</u>
ACTRENE	Argentina	Filed	1786433	01/08/91	
ACTRENE	Brazil	Filed	814882838	06/05/89	
ACTRENE	Finland	Registered	110760	02/20/91	02/20/01
ACTRENE	Indonesia	Mailed			
ACTRENE	Israel	Registered	72628	04/26/93	05/28/96
ACTRENE	Kuwait	Filed	27479	09/22/93	
ACTRENE	Mexico	Registered	377997	05/31/89	05/31/04
ACTRENE	Norway	Registered	139119	10/26/89	10/26/99
ACTRENE	Peru	Registered	92597	08/12/91	08/12/96
ACTRENE	Poland	Registered	R-80,365	12/29/92	12/29/02
ACTRENE	Singapore	Registered	3507/89	06/05/89	06/05/96
ACTRENE	South Korea	Registered	239107	05/26/92	05/26/02
ACTRENE	Sweden	Filed	94-00362	01/14/93	
ACTRENE	Switzerland	Registered	365907	09/20/88	09/20/08
ACTRENE	Taiwan	Registered	509300	01/01/91	12/31/00
ACTRENE	Turkey	Registered	113048	07/04/89	07/04/99
ACTRENE	United States	Registered	1510582	11/01/88	11/01/08
ACTRENE in Korean Characters	South Korea	Registered	284174	02/02/94	02/02/04
BREAXIT	Argentina	Registered	1266911	07/30/63	01/20/98

SCHEDULE A

<u>Mark</u>	<u>Country</u>	<u>Status</u>	<u>Appl./ Reg. No.</u>	<u>Appl./ Reg. Date</u>	<u>Renewal Date</u>
BREAXIT	Argentina	Registered	1266912	07/30/63	01/20/98
BREAXIT	Argentina	Registered	1265302	07/30/63	01/13/98
BREAXIT	Australia	Registered	B219365	05/28/68	05/28/03
BREAXIT	Belarus	Mailed			
BREAXIT	Benelux	Registered	106475	12/31/74	12/31/94
BREAXIT	Brazil	Registered	006733301	07/25/78	07/25/98
BREAXIT	Colombia	Registered	123579	12/12/88	12/12/03
BREAXIT	Denmark	Registered	3379/1985	10/04/85	10/04/95
BREAXIT	Ecuador	Registered	3097-92	04/11/86	12/10/02
BREAXIT	Finland	Registered	96341	09/05/86	09/05/96
BREAXIT	Greece	Registered	32962	02/09/65	02/09/95
BREAXIT	Iceland	Registered	323/1992	03/25/92	03/25/02
BREAXIT	India	Registered	473860	06/15/92	06/17/94
BREAXIT	Indonesia	Registered	233248	12/03/68	04/14/98
BREAXIT	Ireland	Registered	113673	10/24/84	10/24/05
BREAXIT	Japan	Registered	846911	02/27/70	02/27/00
BREAXIT	Kazakhstan	Filed	2803	10/18/93	
BREAXIT	Kuwait	Filed	27203	07/13/93	
BREAXIT	Malaya	Registered	M/67581	01/27/75	01/27/96
BREAXIT	Malaya	Registered	M/67580	01/27/75	01/27/96
BREAXIT	Mexico	Registered	325632	09/04/85	09/04/95
BREAXIT	Norway	Registered	119362	12/06/84	12/06/04
BREAXIT	Peru	Registered	091640	06/17/91	06/17/96
BREAXIT	Philippines	Registered	34346	05/03/85	05/03/05
BREAXIT	Poland	Registered	R-80,356	12/29/92	12/29/02

SCHEDULE A

<u>Mark</u>	<u>Country</u>	<u>Status</u>	<u>Appl./ Reg. No.</u>	<u>Appl./ Reg. Date</u>	<u>Renewal Date</u>
BREAXIT	P.R.C.	Registered	179581	06/30/83	06/29/93
BREAXIT	Ras-al-Khaimah	Registered	2824	01/31/82	01/31/02
BREAXIT	Russia	Registered	51114	04/05/74	04/05/94
BREAXIT	Saudi Arabia	Registered	83/50	04/22/79	09/10/98
BREAXIT	Slovenia	Mailed			
BREAXIT	South Korea	Registered	284098	02/01/94	02/01/04
BREAXIT	Sweden	Registered	195503	03/29/85	03/29/95
BREAXIT	Switzerland	Registered	337263	02/11/65	02/11/05
BREAXIT	Taiwan	Registered	153426	05/16/81	05/15/01
BREAXIT	Thailand	Registered	64194	04/05/77	04/05/97
BREAXIT	Thailand	Registered	63269	04/05/77	04/05/97
BREAXIT	Trinidad	Registered	18995	01/24/94	05/23/04
BREAXIT	Turkey	Registered	80101	03/07/74	03/07/94
BREAXIT	United Arab Emirates	Mailed			
BREAXIT	United Kingdom	Registered	1476554	09/13/91	09/13/98
BREAXIT	United States	Registered	227237	05/03/27	05/03/07
BREAXIT	United States	Registered	629340	06/26/56	06/25/96
BREAXIT	Uzbekistan	Filed	1642	07/29/93	
BREAXIT	Venezuela	Registered	62089	11/12/70	11/12/00
BREAXIT	Venezuela	Registered	61857	11/11/70	11/11/00
BREAXIT	Venezuela	Registered	47789	07/16/64	07/16/94
BREAXIT in Korean Characters	South Korea	Filed	2989/1993	02/02/94	
BREAXITE	United Kingdom	Registered	B1177526	06/29/82	06/29/03
Check Design	Jordan	Registered	29699	01/13/92	01/13/99
Check Design	Norway	Registered	130221	10/08/87	10/08/97

SCHEDULE A

<u>Mark</u>	<u>Country</u>	<u>Status</u>	<u>Appl./ Reg. No.</u>	<u>Appl./ Reg. Date</u>	<u>Renewal Date</u>
Check Design	Oman	Filed	6443	01/05/92	
Check Design	Saudi Arabia	Registered	268/34	11/14/92	11/25/01
Check Design	United Arab Emirates	Mailed			
Check Design	United Kingdom	Registered	1459493	03/26/91	03/26/98
Check Design	United Kingdom	Registered	B1256403	12/13/85	12/13/06
Check Design	United States	Registered	1386410	03/18/86	03/18/06
Check Design	Yemen	Mailed			
CHECKER-SOL	Argentina	Registered	1112283/3	02/06/85	02/06/95
CHECKER-SOL	Australia	Registered	396562	09/06/83	09/06/04
CHECKER-SOL	Austria	Registered	104461	12/28/83	12/28/93
CHECKER-SOL	Benelux	Registered	393116	09/01/83	09/01/03
CHECKER-SOL	Brazil	Registered	811323811	12/26/84	12/26/94
CHECKER-SOL	Colombia	Filed	340982	05/12/91	
CHECKER-SOL	France	Registered	1247301	10/07/83	10/06/03
CHECKER-SOL	Germany	Registered	1062347	09/12/83	09/12/03
CHECKER-SOL	Indonesia	Registered	205822	07/01/86	07/01/96
CHECKER-SOL	Italy	Registered	417376	10/07/83	10/07/03
CHECKER-SOL	Kuwait	Filed	27481	09/22/93	
CHECKER-SOL	Malaysia	Registered	83/00231	09/28/83	09/28/04
CHECKER-SOL	Mexico	Registered	408693	03/23/92	10/25/01
CHECKER-SOL	Norway	Registered	118405	08/30/84	08/30/04
CHECKER-SOL	Peru	Registered	51142	12/29/83	12/29/03
CHECKER-SOL	Philippines	Mailed			
CHECKER-SOL	Singapore	Registered	4876/83	09/13/83	09/13/04
CHECKER-SOL	Trinidad	Registered	14309	10/14/83	10/14/97

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<u>Mark</u>	<u>Country</u>	<u>Status</u>	<u>Appl./ Reg. No.</u>	<u>Appl./ Reg. Date</u>	<u>Renewal Date</u>
CHECKER-SOL	United Kingdom	Registered	1202798	09/02/83	09/02/04
CHECKER-SOL	United States	Registered	1314149	01/15/85	01/15/05
CHECKER-SOL	Venezuela	Registered	121338F	05/08/86	05/08/01
CLEAR	Argentina	Filed	1786428	01/08/91	
CLEAR	Indonesia	Filed	10316	09/20/93	
CLEAR	Kuwait	Filed	27486	09/22/93	
CLEAR	Mexico	Registered	446272	11/11/93	10/02/01
CLEAR	Nigeria	Registered	42057	10/14/91	06/18/89
CLEAR	Peru	Registered	006076	03/24/94	03/24/04
CLEAR	Singapore	Filed	8291/91	09/05/91	
CLEAR	Trinidad	Registered	18998	01/24/94	05/23/04
CLEAR	United States	Registered	1188267	02/02/82	02/02/02
COAT	Argentina	Filed	1786429	01/08/91	
COAT	Brazil	Filed	811088715	02/10/83	
COAT	Indonesia	Registered	217400	04/07/87	04/07/97
COAT	Indonesia	Registered	205982	07/07/86	07/07/96
COAT	Italy	Registered	418643	05/11/83	05/11/03
COAT	Kuwait	Filed	27482	09/22/93	
COAT	Mexico	Filed	77573	12/11/89	
COAT	Peru	Filed	180752	01/25/91	
COAT	Trinidad	Registered	19000	01/24/94	05/23/04
COAT	United States	Registered	1314143	01/15/85	01/15/05
DIKLOR	Argentina	Filed	1907021	01/25/94	
DIKLOR	Argentina	Filed	1786432	01/08/91	
DIKLOR	Australia	Registered	553422	04/10/91	04/10/98

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<u>Mark</u>	<u>Country</u>	<u>Status</u>	<u>Appl./ Reg. No.</u>	<u>Appl./ Reg. Date</u>	<u>Renewal Date</u>
DIKLOR	Indonesia	Filed	10314	09/20/93	
DIKLOR	Kuwait	Filed	28970	06/28/94	
DIKLOR	Malaysia	Filed	9202808	04/29/92	
DIKLOR	Mexico	Registered	448335	12/08/93	10/16/01
DIKLOR	New Zealand	Registered	209180	04/04/91	04/04/98
DIKLOR	Oman	Filed	5409	04/24/91	
DIKLOR	Oman	Filed	9305	12/28/93	
DIKLOR	Poland	Filed	Z-117538	12/29/92	
DIKLOR	Singapore	Registered	3750/91	04/10/91	04/10/01
DIKLOR	United Kingdom	Registered	1475283	08/29/91	08/29/98
DIKLOR	United States	Registered	1489778	05/31/88	05/31/08
DIKLOR	United States	Filed	74/473733	12/21/93	
DIKLOR	Venezuela	Filed	7635/91	05/03/91	
DIREXIT	Indonesia	Filed	10315	09/20/93	
DIREXIT	Mexico	Registered	409365	03/27/92	10/16/01
DIREXIT	Norway	Registered	138535	09/14/89	09/14/99
DIREXIT	United Kingdom	Registered	1351710	07/22/88	07/22/95
MAS	United States	Registered	1303344	11/06/84	11/06/04
SLIK	Indonesia	Registered	205857	07/02/86	07/02/96
SLIK	Trinidad	Registered	18999	01/24/94	05/23/04
SULFA-CHECK	Argentina	Registered	1441548	05/31/93	05/31/03
SULFA-CHECK	India	Filed	602841	07/29/93	
SULFA-CHECK	Kuwait	Filed	28709	05/11/94	
SULFA-CHECK	Kuwait	Filed	27491	09/22/93	
SULFA-CHECK	Mexico	Registered	405402	02/10/92	10/02/01

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<u>Mark</u>	<u>Country</u>	<u>Status</u>	<u>Appl./ Reg. No.</u>	<u>Appl./ Reg. Date</u>	<u>Renewal Date</u>
SULFA-CHECK	Norway	Registered	130222	10/08/87	10/08/97
SULFA-CHECK	Peru	Registered	092592	08/12/91	08/12/96
SULFA-CHECK	Poland	Filed	Z-117533	12/29/92	
SULFA-CHECK	United Kingdom	Filed	1560189	01/25/94	
SULFA-CHECK	United States	Registered	1748010	01/26/93	01/26/03
SULFA-CHECK	United States	Registered	1368469	11/05/85	11/05/05
SURFLO	Argentina	Registered	1435072	04/30/93	04/30/03
SURFLO	Australia	Registered	499901	11/18/88	11/18/95
SURFLO	Brazil	Registered	811088723	09/03/85	09/03/95
SURFLO	Indonesia	Registered	205821	07/01/86	07/01/96
SURFLO	Kuwait	Filed	27205	07/13/93	
SURFLO	Mexico	Registered	463545	12/11/89	12/11/94
SURFLO	Nigeria	Registered	42078	08/09/91	06/18/89
SURFLO	Norway	Registered	129175	06/18/87	06/18/97
SURFLO	Peru	Registered	092593	08/12/91	08/12/96
SURFLO	Trinidad	Registered	18996	01/24/94	05/23/04
SURFLO	United Kingdom	Registered	1256402	12/13/85	12/13/06
SURFLO	United States	Registered	1154325	05/19/81	05/19/01
TEKMUD	Australia	Registered	420842	01/15/85	01/15/06
TEKMUD	Brunei	Registered	14019	01/08/86	01/08/93
TEKMUD	Colombia	Registered	132614	09/24/90	09/24/95
TEKMUD	Ecuador	Registered	3096-92	04/11/86	12/10/02
TEKMUD	Indonesia	Registered	205220	05/27/86	05/27/96
TEKMUD	Kuwait	Filed	27489	09/22/93	
TEKMUD	Malaysia	Registered	86/00063	01/07/86	01/07/96

SCHEDULE A

<u>Mark</u>	<u>Country</u>	<u>Status</u>	<u>Appl./ Reg. No.</u>	<u>Appl./ Reg. Date</u>	<u>Renewal Date</u>
TEKMUD	Mexico	Registered	369523	08/14/89	08/14/94
TEKMUD	New Zealand	Registered	162123	11/18/85	11/18/06
TEKMUD	Norway	Registered	122998	11/07/85	11/07/95
TEKMUD	Peru	Registered	99156	08/05/92	08/05/02
TEKMUD	Singapore	Registered	268/85	01/21/85	01/21/02
TEKMUD	Switzerland	Registered	336914	01/22/85	01/22/05
TEKMUD	Thailand	Registered	102936	01/21/86	01/21/96
TEKMUD	United Kingdom	Registered	B1233227	01/09/85	01/09/06
TEKMUD	United States	Registered	1403624	08/05/86	08/05/06
TEKMUD	Venezuela	Registered	126943	01/16/87	01/16/02
TEKMUD (with Chinese Characters)	P.R.C.	Registered	280623	03/10/87	03/09/97
TEKSTIM	Argentina	Registered	1340020	04/05/89	04/05/99
TEKSTIM	Argentina	Registered	1340021	04/05/89	04/05/99
TEKSTIM	Brazil	Registered	814502776	09/04/90	09/04/00
TEKSTIM	Brazil	Registered	814502768	09/04/90	09/04/00
TEKSTIM	Colombia	Registered	136252	11/21/91	11/21/96
TEKSTIM	Colombia	Registered	136251	11/21/91	11/21/96
TEKSTIM	Ecuador	Registered	1082-90	04/27/90	04/27/95
TEKSTIM	Ecuador	Registered	3965-90	10/16/90	10/16/95
TEKSTIM	France	Registered	1486863	09/05/88	09/05/98
TEKSTIM	Indonesia	Mailed		11/11/93	
TEKSTIM	Kuwait	Filed	27490	09/22/93	
TEKSTIM	Mexico	Registered	359115	10/05/88	10/05/03
TEKSTIM	Peru	Registered	78800	01/30/89	01/30/04
TEKSTIM	Peru	Registered	78799	01/30/89	01/30/04

SCHEDULE A

<u>Mark</u>	<u>Country</u>	<u>Status</u>	<u>Appl./ Reg. No.</u>	<u>Appl./ Reg. Date</u>	<u>Renewal Date</u>
TEKSTIM	Singapore	Registered	3054/86	07/18/86	07/18/03
TEKSTIM	Singapore	Registered	3055/86	07/18/86	07/18/03
TEKSTIM	United Kingdom	Registered	1271591	07/17/86	07/17/07
TEKSTIM	United States	Registered	1545951	07/04/89	07/04/09
TEKSTIM	Venezuela	Registered	136926	02/17/89	02/17/04
TEKSTIM	Venezuela	Registered	136925	02/17/89	02/17/04

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE ASSIGNMENT DIVISION**

EXHIBIT 2

Declaration in Support of Correction to Chain of Title for Registration No. 1,011,257

NON-EXCLUSIVE TRADEMARK LICENSE AGREEMENT FROM EXXON CORPORATION TO NALCO/EXXON ENERGY CHEMICALS, L.P.

THIS AGREEMENT, made as of the 1st day of SEPTEMBER, 1994, between EXXON CORPORATION, a corporation of the State of New Jersey, United States of America, with offices at 225 East John W. Carpenter Freeway, Irving, Texas, U.S.A. (hereinafter "EXXON"), and NALCO/EXXON ENERGY CHEMICALS, L.P., a Delaware limited partnership, having offices at 7701 Highway 90-A, Sugar Land, Texas 77478 (hereinafter "LICENSEE");

WITNESSETH

WHEREAS, EXXON is the owner of the trademarks registered or applied for in those countries set out on Schedule A hereto (hereinafter "Trademarks"); and

WHEREAS, LICENSEE desires to use the Trademarks in association with the wares covered in the trademark registrations and applications for the Trademarks as set out on Schedule A (hereinafter "Wares");

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, the parties hereby agree as follows:

1. EXXON hereby grants to LICENSEE a non-exclusive, royalty-free license for the use of the Trademarks in the countries for which they are registered as set out on Schedule A (hereinafter "Countries"), for Wares in the Field of Operations as defined in the Amended and Restated Limited Partnership Agreement dated as of September 1, 1994, complying with EXXON's quality standards and specifications. This grant of license shall include the right to sub-license LICENSEE's subsidiaries or affiliates under terms and conditions approved by EXXON, but upon the request of EXXON, LICENSEE will cause its subsidiaries or affiliates to enter into separate agreements on terms and conditions similar to those contained herein.

REDACTED

REDACTED

5. LICENSEE agrees that in using the Trademarks upon the Wares made and/or distributed by it under this authorization, it will not represent in any way that it has any right or title to the ownership of the Trademarks or to the registrations or applications thereof, since it is understood that such marks and the registrations and applications thereof will continue to be owned by EXXON and will be used by LICENSEE on behalf and in the interest of EXXON, and LICENSEE will first obtain the approval of EXXON of the form and manner in which the Trademarks shall be used upon, in connection with, or in relation to the Wares, labels, containers, advertisements and other materials. To the extent required now or hereafter, by the laws, regulations or judicial decisions of the governments of the Countries, LICENSEE agrees to indicate on packages, containers, promotional materials, etc., used in connection with the sale of the Wares bearing the Trademarks, the ownership

HOU03:117409.3 08/31/94 10:55pm

of the mark in EXXON and the status of LICENSEE as an authorized user thereof. LICENSEE will type or print the appropriate symbol to designate Trademarks as such when the Trademarks are used in correspondence.

6. LICENSEE specifically recognizes EXXON's title in and to the Trademarks and to the registrations and applications thereof and will not, at any time, do or suffer to be done any act or thing which will in any way impair the rights of EXXON in and to the Trademarks and its registrations and applications, in any of the Countries and LICENSEE further covenants that it shall not, either directly or indirectly, at any time challenge the ownership or validity of any rights of EXXON in the Trademarks, their registrations and applications in any of the Countries, either during the term of this Agreement or thereafter.

REDACTED

REDACTED

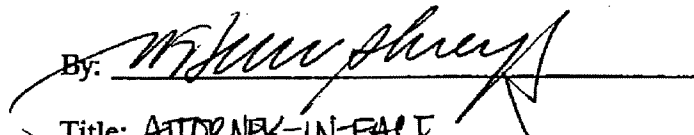
HOU03:117409.3 08/31/94 10:55pm

REDACTED

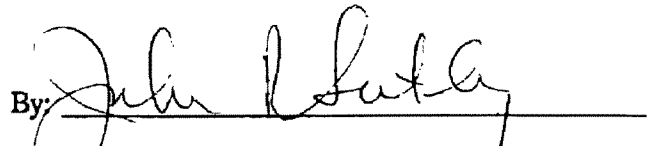
17. This Agreement constitutes the complete agreement between the parties with respect to the subject matter and may not be changed, modified, waived, amended or terminated orally, but only by a writing signed by the party to be charged.

IN WITNESS WHEREOF EXXON and LICENSEE have executed this Agreement as of the date and year first above written.

EXXON CORPORATION

By: 
Title: ATTORNEY-IN-FACT

NALCO/EXXON ENERGY CHEMICALS, L.P.

By: 
Title: PRESIDENT

SCHEDULE A
TRADEMARKS OWNED BY EXXON CORPORATION

<u>Mark</u>	<u>Country</u>	<u>Status</u>	<u>Appl./ Reg. No.</u>	<u>Appl./ Reg. Date</u>	<u>Renewal Date</u>
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REDACTED

REDACTED

REDACTED

SCHEDULE A
TRADEMARKS OWNED BY EXXON CORPORATION

<u>Mark</u>	<u>Country</u>	<u>Status</u>	<u>Appl./ Reg. No.</u>	<u>Appl./ Reg. Date</u>	<u>Renewal Date</u>
COREXIT	United States	Registered	1011257 ✓	05/27/75 ✓	05/27/95 ✓

REDACTED

REDACTED

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE ASSIGNMENT DIVISION**

EXHIBIT 3

Declaration in Support of Correction to Chain of Title for Registration No. 1,011,257

FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011
(exp.4/94)

RECORDED

07-11-2001



101772652
62801

R SHEET
LY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of

is attached original documents or copy thereof.
and address of receiving party(ies)

1. Name of conveying party(ies):

Nalco/Exxon Energy Chemicals, L.P.

Name: ONDEO Nalco Energy Services, L.P.

Internal Address: _____

Street Address: 7701 Highway 90-A

City: Sugar Land State: Texas ZIP: 77478

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership -Delaware _____
- Corporation-State _____
- Other _____

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: June 14, 2001

4. Application number(s) or patent number(s)

A. Trademark Application No. (s)
See Attached Schedule

B. Trademark Registration No.(s)
See Attached Schedule

Additional numbers attached? Yes No

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

Name: Kelly L. Cummings
Patent & Licensing Dept.
Internal Address: ONDEO Nalco Company

Street Address: ONDEO Nalco Center

City: Naperville State: Illinois ZIP: 60563-1198

6. Total number of applications and registrations involved: 61

7. Total fee (37 CFR 3.41)\$ 1,540.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 14-0105

(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.

Kelly L. Cummings, Reg. No. 39,646

Name of Person Signing

Kelly L. Cummings
Signature

June 26, 2001
Date

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

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

TRADEMARK
REEL: 002323 FRAME: 0016

TRADEMARK
REEL: 003166 FRAME: 0335

Schedule A
Assignment of Trademarks

6/15/01

Trademark	App. No.	File Date	Reg. No.	Reg. Date	Case
303	72/041925	06-Dec-57	696650	26-Apr-60	457
ACTRENE	1510582	01-Nov-88	721943	11-Apr-88	20
ACTRENE	721943	11-Apr-88	1510582	01-Nov-88	18
ADOFOAM	170378	05-Jun-63	765311	25-Feb-64	22
ADOMITE AQUA SBS	73/767165	05-Dec-88	1580909	06-Feb-90	26
ADOMITE REGAIN	73/775418	18-Jan-89	1608668	07-Aug-90	468
ARSENAL	76/264176	31-May-01			9221
ASP	75/586504	09-Nov-98	2356885	13-Jun-00	3556
BIOMETRA	74/497826	07-Mar-94	1884115	14-Mar-95	42
BRIGHTWATER	76/264500	31-May-01			20034
CHEM-MATE	74/314848	18-Sep-92	1814750	04-Jan-94	501
COKE-LESS	73/805974	12-Jun-89	1584206	27-Feb-90	502
COMPTRENE	76/212135	20-Feb-01			9224
CONTROL	75/864973	06-Dec-99	2400141	31-Oct-00	9153
CONVERSION PLUS	76/194033	16-Jan-01			9222
COREXIT	73-003072	09-Oct-73	1011257	27-May-75	3808
DEPCON	75/646892	16-Feb-99	2378898	22-Aug-00	3758
DRYOCIDE	673810	22-Jul-87	1484993	19-Apr-88	52
ENERAX	75/171721	16-Sep-96	2,179,251	04-Aug-98	2314
ENERCEPT	75/644490	16-Feb-99	2409409	28-Nov-00	3762

Schedule A
Assignment of Trademarks

6/15/01

Trademark	App. No.	File Date	Reg. No.	Reg. Date	Case
ENERSPERSE	811924	11-Jul-89	1610953	28-Aug-90	54
ENTERACT	76/218502	02-Mar-01			19965
EXPEDIENE	75/768583	05-Aug-99			9019
FLO-MOR	454184	23-Nov-83	1303346	06-Nov-84	55
FREEFLOW	75/837139	29-Oct-99			3706
FUEL AND LUBE ADVANTAGE	778699	03-Feb-89	1559807	10-Oct-89	58
FUEL-TRACE	74/113996	09-Nov-90	1704032	28-Jul-92	59
GTO	76/052950	14-Apr-00			9170
HEATTECH	75/270837	03-Apr-97	2152342	21-Apr-98	2305
INTERCEPT	74/694023	26-Jun-95	2009745	22-Oct-96	3602
INTERCEPT	75/779631	20-Aug-99			9080
LONG RUN	74/497845	07-Feb-94	1915630	29-Aug-95	340
LUBE TRACE	74/557957	08-Aug-94			557
MAP	75/597795	27-Nov-98	2349677	16-May-00	2953
MAP	75/779630	20-Aug-99	2420950	16-Jan-01	9048
MULTICHEM	74/264775	13-Apr-92	1748157	26-Jan-93	562
MVP	75/005514	13-Oct-95	2056292	22-Apr-97	358
NALCO/EXXON LOGO	74/645300	13-Mar-95	2077896	08-Jul-97	325
NAVIGATOR	75/477837	01-May-98	2392008	03-Oct-00	3541
NAVIGATOR Design	76/250440	03-May-01			3775

Schedule A
Assignment of Trademarks

6/15/01

Trademark	App. No.	File Date	Reg. No.	Reg. Date	Case
NEOSTAR	75/449721	13-Mar-98	2217446	12-Jan-99	1981
PARASQUEEZE	74/404806	23-Jun-93	1825525	08-Mar-94	64
PASSIVATION PLUS	565176	25-Oct-85	1394543	27-May-86	676
PATHFINDER	74/718041	21-Aug-95	2024698	17-Dec-96	857
POLYGON	75/748929	13-Jul-99			9062
PROCESS DOLLAR, THE	429071	18-Jul-83	1281546	12-Jun-84	720
PRODUCING SOLUTIONS	74/658485	31-Mar-95	1958862	27-Feb-96	65
PROFIT POWER	74/704315	24-Jul-95	2028357	07-Jan-97	2049
RE-SOLV	500610	21-Sep-84	1366056	15-Oct-85	697
SCORPION	75/195310	08-Nov-96	2099533	23-Sep-97	2551
SELECT	75/591326	09-Nov-98	2302140	21-Dec-99	3549
SMARTSURFACTANTS	75/837187	29-Oct-99			3769
SQUEEZE PLUS	75/779629	20-Aug-99	2368625	18-Jul-00	9076
SULFA-CHECK	497230	30-Aug-84	1368469	05-Nov-85	73
TD-4	75/005515	13-Oct-95	2062223	13-May-97	2271
TEKMUD	541177	03-Jun-85	1403624	05-Aug-86	328
TEKSTIM	755458	03-Oct-88	1545951	04-Jul-89	327
THERMOGAIN	76/211617	20-Feb-01			20009
THROUGHPUT	716726	14-Mar-88	1505898	27-Sep-88	722
WAXSPERSE	74/081025	23-Jul-90	1689720	02-Jun-92	89

Schedule A
Assignment of Trademarks

6/15/01

Trademark	App. No.	File Date	Reg. No.	Reg. Date	Case
YOUR NEW RESOURCE FOR PROFITABILITY	74/619750	09-Jan-95	1942712	19-Dec-95	125

TRADEMARK
REEL: 002323 FRAME: 0020

TRADEMARK
REEL: 003166 FRAME: 0339

State of Delaware
Office of the Secretary of State PAGE 1

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "NALCO/EXXON ENERGY CHEMICALS, L.P.", CHANGING ITS NAME FROM "NALCO/EXXON ENERGY CHEMICALS, L.P." TO "ONDEO NALCO ENERGY SERVICES, L.P.", FILED IN THIS OFFICE ON THE FOURTEENTH DAY OF JUNE, A.D. 2001, AT 3:30 O'CLOCK P.M.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

2425407 8100

010287358

AUTHENTICATION: 1191557

DATE: 06-15-01

TRADEMARK
REEL: 002323 FRAME: 0021

TRADEMARK
REEL: 003166 FRAME: 0340

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 03:30 PM 06/14/2001
010287358 - 2425407

CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF LIMITED PARTNERSHIP
OF
NALCO/EXXON ENERGY CHEMICALS, L. P.

The undersigned, desiring to amend the Certificate of Limited Partnership of NALCO/EXXON ENERGY CHEMICALS, L. P. pursuant to the provisions of Section 17-202 of the Revised Uniform Limited Partnership Act of the State of Delaware, does hereby certify as follows:

FIRST: The name of the Limited Partnership is NALCO/EXXON ENERGY CHEMICALS, L. P.

SECOND: Article I of the Certificate of Limited Partnership shall be amended as follows: The name of the limited partnership (the "Partnership") is ONDEO Nalco Energy Services, L.P.

IN WITNESS WHEREOF, the undersigned executed this Amendment to the Certificate of Limited Partnership on this 14th day of June, 2001.



General Partner: ONDEO NALCO ENERGY SERVICES, INC.
By: Jack A. Shubert
Title: President

00077 - CT System Error

312750658 P.02/03

CT CORPORATION

JUN-14-2001 14:17

RECORDED: 06/28/2001

TRADEMARK
REEL: 002323 FRAME: 0022

TRADEMARK
REEL: 003166 FRAME: 0341

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE ASSIGNMENT DIVISION**

EXHIBIT 4

Declaration in Support of Correction to Chain of Title for Registration No. 1,011,257

RECORDATION I
TRADEM

11-24-2003



ments or copy thereof.
ing party(ies)

To the Honorable Commissioner of Patents and Trademark

1. Name of conveying party(ies):
Ondeo Nalco Energy Services, L.P.

- Individual(s)
- General Partnership
- Corporation
- Other _____

NOV 20 PM 3: 28

FINANCE SECTION

- Association
- Limited Partnership-Delaware

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name & Address

Execution Date: November 7, 2003

4. Application number(s) or patent number(s)

A. Trademark Application No. (s)

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Michael B Martin
Patent and Licensing Dept.
Internal Address: Nalco Company

Street Address: 1601 West Diehl Road

City: Naperville, State: IL ZIP: 60563-1198

6. Total number of applications and registrations involved: 56

7. Total fee (37 CFR 3.41)\$ 1,415.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 14-0105

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

11/21/2003 LHWELLER 00000113 140105 73721943

DO NOT USE THIS SPACE

01 FC:4521 40.00 DA
02 FC:4522 1375.00 DA

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 B. Martin, Reg. No. 37,521
Name of Person Signing

Michael B Martin
Signature

11/13/03
Date

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

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

TRADEMARK
REEL: 002862 FRAME: 0134

TRADEMARK
REEL: 003166 FRAME: 0343

Trademark Schedule
Name Change --
Nalco Energy Services, L.P.

ACTRENE	73/721943	1510582	Registered	18
ADOMITE AQUA SBS	73/767165	1580909	Registered	26
BIOMETRA	74/497826	1884115	Registered	42
DRYOCIDE	73/673810	1484993	Registered	52
ENERSPERSE	73/811924	1610953	Registered	54
FLO-MOR	73/454184	1303346	Registered	55
FUEL AND LUBE ADVANTAGE	73/778699	1559807	Registered	58
PARASQUEEZE	74/404806	1825525	Registered	64
PRODUCING SOLUTIONS	74/658485	1958862	Registered	65
SULFA-CHECK	73/497230	1368469	Registered	73
TEKSTIM	73/755458	1545951	Registered	327
TEKMUD	73/541177	1403624	Registered	328
LONG RUN	74/497845	1915630	Registered	340
MVP	75/005514	2056292	Registered	358
303	72/041925	696650	Registered	457
ADOMITE REGAIN	73/775418	1608668	Registered	468
CHEM-MATE	74/314848	1814750	Registered	501
COKE-LESS	73/805974	1584206	Registered	502
LUBE TRACE	74/557957		pending	557
PASSIVATION PLUS	73/565176	1394543	Registered	676
RE-SOLV	73/500610	1366056	Registered	697
PROCESS DOLLAR, THE	73/429071	1281546	Registered	720
THROUGHPUT	73/716726	1505898	Registered	722
PATHFINDER	74/718041	2024698	Registered	857

Trademark Schedule
Name Change --
Nalco Energy Services, L.P.

NEOSTAR	75/449721	2217446	Registered	1981
PROFIT POWER	74/704315	2028357	Registered	2049
HEATTECH	75/270837	2152342	Registered	2305
ENERAX	75/171721	2179251	Registered	2314
SCORPION	75/195310	2099533	Registered	2551
MAP	75/597795	2349677	Registered	2953
THERMOGAIN	76/211617	2546876	Registered	20009
NAVIGATOR	75/477837	2392008	Registered	3541
SELECT	75/591326	2302140	Registered	3549
ASP	75/586504	2356885	Registered	3556
FREEFLOW	75/837139	2568978	Registered	3706
DEPCON	75/646892	2378898	Registered	3758
ENERCEPT	75/644490	2409409	Registered	3762
SMARTSURFACTANTS	75/837187	2499590	Registered	3769
NAVIGATOR Design	76/250440	2558637	Registered	3775
COREXIT	73/003072	1011257	Registered	3808
MAP	75/779630	2420950	Registered	9048
POLYGON	75/748929	2445705	Registered	9062
SQUEEZE PLUS	75/779629	2368625	Registered	9076
INTERCEPT	75/779631		Pending	9080
CONTROL	75/864973	2400141	Registered	9153
GTO	76/052950	2530745	Registered	9170
ARSENAL	76/264176	2726468	Registered	9221
CONVERSION PLUS	76/194033	2651272	Registered	9222
COMPTRENE	76/212135	2506982	Registered	9224

Trademark Schedule
Name Change –
Naico Energy Services, L.P.

ENTERACT	76/218502	2715029	Registered	19965
ACCESS	76/499829		Pending	19994
BRIGHTWATER	76/264500		Pending	20034
ACRYL-EX	76/466148		Pending	20190
REAL TIME MONITORING Design (RTM)	76/440236		Pending	20235
FREEFLOW	76/439288	2702585	Registered	20256
HEAT-TECH	76/522270		Pending	20339

NOV-07-2003 13:53

CT CORP

State of Delaware
Division of Corporations
Delivered 03:03 PM 11/07/2003
FILED 03:03 PM 11/07/2003
SRV 030717169 - 2425407 FILE

**CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF
ONDEO NALCO ENERGY SERVICES, L.P.**

The undersigned, desiring to amend the Certificate of Limited Partnership of ONDEO NALCO ENERGY SERVICES, L.P. pursuant to the provisions of Section 17-202 of the Revised Uniform Limited Partnership Act of the State of Delaware, does hereby certify as follows:


FIRST: The name of the Limited Partnership is ONDEO Nalco Energy Services, L.P.

SECOND: Article I of the Certificate of Limited Partnership shall be amended as follows: The name of the limited partnership (the "Partnership") is Nalco Energy Services, L.P.

THIRD: The General Partner has amended its name. The new name and address is:

Nalco Energy Services, Inc.
7701 Highway 90-A
Sugar Land, TX 77478

IN WITNESS WHEREOF, the undersigned has caused this Certificate to be signed this 7th day of November, 2003


General Partner: NALCO ENERGY SERVICES, INC.
By: J. Michael Newton
Title: Secretary

TOTAL P.02

TRADEMARK
REEL: 002862 FRAME: 0138

TRADEMARK
REEL: 003166 FRAME: 0347

NOV-07-2003 13:08

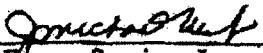
CT CORP

312 750 0660 P.05

LETTER OF CONSENT

Nalco Energy Services, Inc. (formerly known as Ondeo Nalco Energy Services, Inc.) hereby consents to the use of the name Nalco Energy Services by Nalco Energy Services, L.P. (formerly known as Ondeo Nalco Energy Services, L.P.).

IN WITNESS WHEREOF, the undersigned executed this Consent on this 7th day of November, 2003.



Nalco Energy Services, Inc.
By: J. Michael Newton
Title: Secretary

TOTAL P.05

TRADEMARK
REEL: 002862 FRAME: 0139

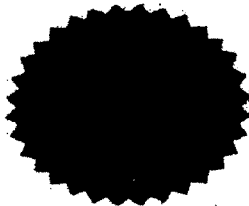
TRADEMARK
REEL: 003166 FRAME: 0348

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "ONDEO NALCO ENERGY SERVICES, L.P.", CHANGING ITS NAME FROM "ONDEO NALCO ENERGY SERVICES, L.P." TO "NALCO ENERGY SERVICES, L.P.", FILED IN THIS OFFICE ON THE SEVENTH DAY OF NOVEMBER, A.D. 2003, AT 3:03 O'CLOCK P.M.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

2425407 8100

030717169

AUTHENTICATION: 2737545

DATE: 11-10-03

RECORDED: 11/20/2003

TRADEMARK
REEL: 002862 FRAME: 0140TRADEMARK
REEL: 003166 FRAME: 0349

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE ASSIGNMENT DIVISION**

EXHIBIT 5

Declaration in Support of Correction to Chain of Title for Registration No. 1,011,257

12/8103

12-30-2003

Form PTO-1594 (Rev. 03/01)

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

Tab settings



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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.

1. Name of conveying party(ies):

Ondeo Nalco Energy Services, L.P.

- Individual(s), General Partnership, Corporation-State, Other, Association, Limited Partnership

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

3. Nature of conveyance:

- Assignment, Security Agreement, Other Grant of Security Interest, Merger, Change of Name

Execution Date: 11/04/2003

2. Name and address of receiving party(ies)

Name: Citicorp North America, Inc.,

Internal Address: as Administrative Agent

Street Address: 390 Greenwich Street

City: New York State: NY Zip: 10013

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State New York Banking Corporation, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

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

A. Trademark Application No.(s) SEE SCHEDULE A

B. Trademark Registration No.(s) SEE SCHEDULE A

Additional number(s) attached Yes No

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

Name: Tonya Chapple

Internal Address: C/O CSC

Street Address: 80 State St

City: Albany State: NY Zip: 12207

6. Total number of applications and registrations involved:

61

7. Total fee (37 CFR 3.41):

\$1540.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

James P. Murphy Name of Person Signing

James P. Murphy Signature

December 1, 2003 Date

Total number of pages including cover sheet, attachments, and document: 11

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



12-08-2003

U.S. Patent & TMO/TM Mail Rpt Dt. #57

TRADEMARK REEL: 002883 FRAME: 0001

TRADEMARK REEL: 003166 FRAME: 0351

Vertical stamp: 2003 DEC - 8 12:17 01 FC-1521 02 FC-1522

SCHEDULE A

U.S. Trademark Registrations and Applications

U.S. Trademark Applications

Title	App. No.	Filing Date
ACCESS	76/499,829	03/24/03
ACRYL-EX	76/466,148	11/12/02
BREAK-IT	76/526,521	06/27/03
BRIGHTWATER	76/264,500	05/31/01
FORTIS	76/432,482	07/18/02
HEAT-TECH	76/522,270	06/12/03
INTERCEPT	75/779,631	08/20/99
LUBE TRACE	74/557,957	08/08/94
REAL TIME MONITORING Design (RTM)	76/440,236	08/09/02
SURFLO CERTIFIED	76/468,973	11/21/02

U.S. Trademark Registrations

Title	Reg. No.	Reg. Date
303	696,650	04/26/60
ACTRENE	1,510,582	11/01/88
ADOFOAM	765,311	02/25/64
ADOMITE	619,748	01/24/56
ADOMITE AQUA SBS	1,580,909	02/06/90
ADOMITE REGAIN	1,608,668	08/07/90
ARSENAL	2,726,468	06/17/03
ASP	2,356,885	06/13/00
BIOMETRA	1,884,115	03/14/95
CHEM-MATE	1,814,750	01/04/94
COKE-LESS	1,584,206	02/27/90
COMPTRENE	2,506,982	11/13/01
CONTROL	2,400,141	10/31/00
CONVERSION PLUS	2,651,272	11/19/02

010395-0733-02908-NY02.2308995.1

TRADEMARK
REEL: 002883 FRAME: 0002

TRADEMARK
REEL: 003166 FRAME: 0352

Title	Reg. No.	Reg. Date
COREXIT	1,011,257	05/27/75
DEPCON	2,378,898	08/22/00
DRYOCIDE	1,484,993	04/19/88
ENERAX	2,179,251	08/04/98
ENERCEPT	2,409,409	11/28/00
ENERSPERSE	1,610,953	08/28/90
ENTERACT	2,715,029	05/13/03
FLO-MOR	1,303,346	11/06/84
FREEFLOW	2,568,978	05/14/02
FREEFLOW	2,702,585	04/01/03
FUEL AND LUBE ADVANTAGE	1,559,807	10/10/89
GTO	2,530,745	01/15/02
HEATTECH	2,152,342	04/21/98
LONG RUN	1,915,630	08/29/95
MAP	2,349,677	05/16/00
MAP	2,420,950	01/16/01
MVP	2,056,292	04/22/97
NAVIGATOR	2,392,008	10/03/00
NAVIGATOR Design	2,558,637	04/09/02
NEOSTAR	2,217,446	01/12/99
PARASQUEEZE	1,825,525	03/08/94
PASSIVATION PLUS	1,394,543	05/27/86
PATHFINDER	2,024,698	12/17/96
POLYGON	2,445,705	04/24/01
PROCESS DOLLAR, THE	1,281,546	06/12/84
PRODUCING SOLUTIONS	1,958,862	02/27/96
PROFIT POWER	2,028,357	01/07/97
RE-SOLV	1,366,056	10/15/85
SCORPION	2,099,533	09/23/97
SELECT	2,302,140	12/21/99
SMARTSURFACTANTS	2,499,590	10/23/01
SQUEEZE PLUS	2,368,625	07/18/00
SULFA-CHECK	1,368,469	11/05/85

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TRADEMARK
REEL: 002883 FRAME: 0003

TRADEMARK
REEL: 003166 FRAME: 0353

Title	Reg. No.	Reg. Date
TEKMUD	1,403,624	08/05/86
TEKSTIM	1,545,951	07/04/89
THERMOGAIN	2,546,876	03/12/02
THROUGHPUT	1,505,898	09/27/88

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TRADEMARK
REEL: 002883 FRAME: 0004

TRADEMARK
REEL: 003166 FRAME: 0354

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS THIS ("Agreement") , dated as of November 4, 2003 is made by Ondeo Nalco Energy Services, L.P., a Delaware limited partnership (the "Guarantor") , in favor of CitiCorp North America, Inc., as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders") , parties to the Credit Agreement, dated as of November 4, 2003 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") , among Nalco Holdings LLC, a Delaware limited liability company, and Nalco Company, a Delaware corporation and parent of the Guarantor ("Borrower") , the Lenders, the Agent, Bank of America, N.A., as Documentation Agent, and Deutsche Bank Securities Inc., J.P. Morgan Securities Inc., Goldman Sachs Credit Partners L.P. and UBS Securities LLC, each as Co-Syndication Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower and Guarantor have executed and delivered a U.S. Guarantee and Collateral Agreement, dated as of November 4, 2003, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement") ;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Borrower and Guarantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, Guarantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, Guarantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the U.S. Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Guarantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), and all goodwill of the business associated with the Trademarks, to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by Guarantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Guarantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Grant of Security Interest in Trademark Rights to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ONDEO NALCO ENERGY SERVICES, L.P.

By: Michael P. Murphy
Name: Michael P. Murphy
Title: Assistant Secretary

CITICORP NORTH AMERICA, INC.
as Administrative Agent for the Lenders


By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Grant of Security Interest in Trademark Rights to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ONDEO NALCO ENERGY SERVICES, L.P.

By: _____
Name:
Title:

CITICORP NORTH AMERICA, INC.
as Administrative Agent for the Lenders

By:  _____
Name: EDWARD T. CROOK
Title: Managing Director and Vice President

[Intellectual Property Security Agreement]

TRADEMARK
REEL: 002883 FRAME: 0008

TRADEMARK
REEL: 003166 FRAME: 0358

SCHEDULE A

U.S. Trademark Registrations and Applications

U.S. Trademark Applications

Title	App. No.	Filing Date
ACCESS	76/499,829	03/24/03
ACRYL-EX	76/466,148	11/12/02
BREAK-IT	76/526,521	06/27/03
BRIGHTWATER	76/264,500	05/31/01
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HEAT-TECH	76/522,270	06/12/03
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COMPTRENE	2,506,982	11/13/01
CONTROL	2,400,141	10/31/00
CONVERSION PLUS	2,651,272	11/19/02

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TRADEMARK
REEL: 002883 FRAME: 0009

TRADEMARK
REEL: 003166 FRAME: 0359

Title	Reg. No.	Reg. Date
COREXIT	1,011,257	05/27/75
DEPCON	2,378,898	08/22/00
DRYOCIDE	1,484,993	04/19/88
ENERAX	2,179,251	08/04/98
ENERCEPT	2,409,409	11/28/00
ENERSPERSE	1,610,953	08/28/90
ENTERACT	2,715,029	05/13/03
FLO-MOR	1,303,346	11/06/84
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MAP	2,420,950	01/16/01
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NAVIGATOR Design	2,558,637	04/09/02
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PARASQUEEZE	1,825,525	03/08/94
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SCORPION	2,099,533	09/23/97
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SQUEEZE PLUS	2,368,625	07/18/00
SULFA-CHECK	1,368,469	11/05/85

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TRADEMARK
REEL: 002883 FRAME: 0010

TRADEMARK
REEL: 003166 FRAME: 0360

Title	Reg. No.	Reg. Date
TEKMUD	1.403.624	08/05/86
TEKSTIM	1.545.951	07/04/89
THERMOGAIN	2.546.876	03/12/02
THROUGHPUT	1.505.898	09/27/88

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RECORDED: 12/08/2003

RECORDED: 09/28/2005

TRADEMARK
REEL: 002883 FRAME: 0011

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REEL: 003166 FRAME: 0361