

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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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
TOTAL LUBRICANTS USA, INC.		02/07/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	TOTAL LUBRIFIANTS
Street Address:	Immeuble le Diamant B
Internal Address:	16 rue de la Republique
City:	92800 Puteaux
State/Country:	FRANCE
Entity Type:	CORPORATION: FRANCE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	3044145	NEVASTANE

CORRESPONDENCE DATA	
Fax Number:	(212)813-5901
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-813-5900
Email:	anicolescu@fzlz.com
Correspondent Name:	DAVID EHRLICH
Address Line 1:	FROSS ZELNICK LEHRMAN & ZISSU, P.C.
Address Line 2:	866 UNITED NATIONS PLAZA
Address Line 4:	NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	TLUB 0705330
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DOMESTIC REPRESENTATIVE	
Name:	
Address Line 1:	
Address Line 2:	

CH \$40.00 3044145

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

David Ehrlich

Signature:

/anca nicolescu/

Date:

05/24/2007

Total Attachments: 4

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TRADEMARK ASSIGNMENT

"NEVASTANE"

made this 7 day of February 2007

between

TOTAL LUBRICANTS USA Inc, a corporation incorporated and existing under the laws of the state of Delaware, USA, whose head office is at 5 North Stiles Street, Linden New Jersey, 07036 USA, represented by Mr. Alain CLERET (President),

(defined as the "Assignor")

and

TOTAL LUBRIFIANTS, a French *société anonyme* organised and existing under the laws of France, with an office at Immeuble le Diamant B, 16 rue de la République, 92800, Puteaux, France, represented by François DEHODENCQ, Président Directeur Général

(defined as the "Assignee")

PREAMBLE

The Assignor has created the trademark NEVASTANE used in relation with lubricants, and owns its trademark registrations in the United States Patent and Trademark Office and elsewhere as set out in Schedule A (the "Trademark"), attached, together with the goodwill of the business connected with and symbolised by the Trademark (the "Goodwill").

The Assignee wishes to acquire the Trademark and its registrations, together with the Goodwill.

NOW, IT IS AGREED as follows:

1. TRANSFER

By this Agreement, the Assignor transfers to the Assignee:

- (i) all right, title and interest in and to the Trademark and its registrations as set out in Schedule A;
- (ii) the Goodwill; and
- (iii) all rights for recovery, damages and profits for past infringements, if any.

This assignment shall also include the assignment of all of the trademark licence agreements, if any:

2. CONSIDERATION

In consideration of the transfer of the Trademark and the Goodwill as set out in Section 1, the Assignee shall pay to the Assignor the lump sum of USD 497.000 and the Assignor acknowledges receipt of that payment.

Each Party shall pay all administration fees, taxes and/or levies payable by it under applicable law as a result of this agreement.

3. WARRANTIES & UNDERTAKINGS

3.1 Warranties

The Assignor warrants

- 3.1.1 that it is the owner of the Trademark and has the full right, title and power to assign it and the Goodwill to the Assignee;
- 3.1.2 that the Trademark is in full use and is valid;
- 3.1.3 that the Trademark is not subject to any claim for infringement or passing off by any third party and that no other party has any right, title or claim of any kind against the Trademark or the Goodwill.

3.2 Undertakings

- 3.2.1 Upon signature of this Agreement, the Assignor shall provide all valid registration documents in relation to the Trademark.
- 3.2.2 Unless authorised by the Assignee, the Assignor undertakes that it will refrain from using or registering any trademark or trade name deceptively or confusingly similar to the Trademark or to any other trademark, trade names, logos, designs, symbols of the Assignor.

4. INDEMNITY

The Assignor shall keep the Assignee harmless from and fully indemnified against any costs or damages resulting from any breach of any warranty or of any of its obligations under this Agreement, for a period of [5] years after the date of signature of this Agreement.

5. GOVERNING LAW AND JURISDICTION

This Agreement and all matters arising under it shall be governed and interpreted in accordance with the laws of France. All disputes arising out of or in connection with this Agreement shall be finally settled by the *Tribunal de Grande Instance* of Nanterre, France.

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6. MISCELLANEOUS

6.1 Entire Agreement

This Agreement constitutes the entire agreement between the Parties with regard to its subject matter and consequently, it cancels and supersedes all prior agreements between the Parties concerning its subject matter.

6.2 Severability

If any provision of this Agreement is finally declared invalid or unenforceable, all other provisions of this Agreement shall remain in full force and effect, unless the subsequent alteration or modification of this Agreement materially and adversely affects the rights and/ or the obligations of either Party.

If, for any reason whatsoever, the assignment of one of the Trademark registrations under the terms of this Agreement is annulled, rescinded or refused by a national or international trade mark office, the assignments of the other Trademark registrations shall remain in force.

6.3 Registration

The Assignee, or any third party duly empowered by the Assignee, shall carry out all the formalities required for the performance of this Agreement, in particular for making the assignments of the Trademarks enforceable against third parties in all the countries where the Trademark is registered. The Assignee shall bear the cost of these formalities.

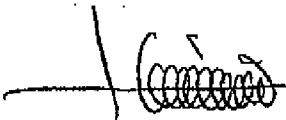
All rights and powers are given to the bearer of an original or certified copy of this Agreement to carry out the formalities prescribed by law and/or the different national and international trademark agencies, particularly for the filing of the assignments of the Trademark.

The Parties agree to reiterate their consent to this Agreement by confirmatory acts or contracts which might be required after the date of execution of this Agreement to complete the necessary formalities for its execution.

This Agreement has been signed by the duly authorized representatives of both Parties in three (3) original copies.

For Total Lubricants USA Inc.

For Total Lubrificants



Name: CHERET Alain

Name: DORTGENCO Françoise

Position: President

Position:

SCHEDULE A
List of Trademark Registrations

COUNTRY	Trademark	Class	Appl. Date	Reg. Date	Reg. Number
USA*	NEVASTANE (logo 2004)	4	12-july-2004	17-january- 2006	3044145
Canada	NEVASTANE	4	09-march-1990	26-july-1991	387073
Greece	NEVASTANE	4	02-nov-1977	17-july-1979	59928
Venezuela	NEVASTANE	4	07-may-1982	07-may-1982	99624-F