

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
Shell Trademark Management B.V.		03/01/2007	CORPORATION:

RECEIVING PARTY DATA	
Name:	Embaffle B.V.
Street Address:	Lange Kleiweg 60F, 2288 GK
City:	Rijswijk
State/Country:	NETHERLANDS
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2937967	EMBAFFLE

CORRESPONDENCE DATA	
Fax Number:	(713)241-6617
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	trademarks-t@shell.com
Correspondent Name:	Kimbley L. Muller
Address Line 1:	910 Louisiana OSP 4794
Address Line 4:	Houston, TEXAS 77002

ATTORNEY DOCKET NUMBER:	TM 3203
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DOMESTIC REPRESENTATIVE	
Name:	
Address Line 1:	
Address Line 2:	
Address Line 3:	
Address Line 4:	

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NAME OF SUBMITTER:	Kimbley L. Muller
Signature:	/kim muller/
Date:	10/04/2007
Total Attachments: 4 source=STMBV assignment to Embaffle BV #page1.tif source=STMBV assignment to Embaffle BV #page2.tif source=STMBV assignment to Embaffle BV #page3.tif source=STMBV assignment to Embaffle BV #page4.tif	

TRADE MARKS ASSIGNMENT AGREEMENT

AN AGREEMENT made between

SHELL TRADEMARK MANAGEMENT B.V.

of Carel van Bylandtlaan 30, 2596 HR The Hague, The Netherlands
(hereinafter referred to as "**SHELL**")

and

EMBAFFLE B.V.

of Lange Kleiweg 60F, 2288 GK, Rijswijk (ZH), The Netherlands
(hereinafter called "**Assignee**")

WHEREAS SHELL is the owner of and has the right to assign the Trade Marks (as defined hereinafter); and

WHEREAS Assignee is desirous of acquiring the Trade Marks;

NOW THEREFORE the parties agree as follows:

1. Definitions

When used in this Agreement, the following expressions shall have the meanings specified:

"Trade Marks":

- Benelux Trademark Registration No. 0740152 "EMBAFFLE", filed 21 August 2003; and
- U.S. Trademark Registration No. 2937967 "EMBAFFLE", filed 5 April 2005.

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"Effective Date":

1 March 2007.

"Execution Date":

the date on which this Agreement is executed by the later party to execute.

2. Assignment

SHELL hereby assigns and transfers to Assignee and Assignee hereby accepts, free of charge, all right, title and interest in and to the Trade Marks, together with the goodwill attached to and symbolised by the same, but no other or greater goodwill, the right to sue for past infringements, to continue current actions for past infringements, and to retain any damages obtained as a result of such action.

3. Arrangements relating to the assignment and transfer

3.1 SHELL agrees to file and record any documents necessary to record the assignment of the Trade Marks at the relevant registries and agrees to continue prosecution and to maintain the Trade Marks until such recordal. Any costs for recording the assignments and for prosecuting and maintaining the Trade Marks after the Effective Date, including but not limited to attorney fees, legal and government fees and stamp duty, shall be borne by Assignee. Assignee recognises that from the date on which the assignment of a Trade Mark is recorded at the relevant registry, Assignee is solely responsible for any continuing prosecution or maintenance of such Trade Mark and for incurring and paying any and all costs, expenses and fees incurred in relation thereto.

3.2 Assignee shall co-operate at its own expense, at the request of SHELL, with the recordal of the assignment of the Trade Marks by executing such documents submitted to Assignee by or on behalf of SHELL and by promptly returning such documents to SHELL or a third party nominated by SHELL. If SHELL or the nominee does not receive back a document for the recordal of the assignment of a Trade Mark within three (3) months from the date it was

sent to Assignee, SHELL shall be under no obligation to continue prosecution or maintain the Trade Mark to which that document relates.

- 3.3 SHELL or its nominee shall, as requested by Assignee, following the Execution Date promptly transfer to Assignee, or to a location and or persons nominated by Assignee, all its papers and case files (including but not limited to any files relating to oppositions, challenges to validity, revocation actions and other disputes or proceedings) relating to the Trade Marks.

4. Warranty

SHELL warrants that, as at the Effective Date, it shall be free to enter into this Agreement and to assign the Trade Marks in accordance with the terms and conditions of this Agreement. Save as set out in the preceding sentence, to the extent permitted by applicable law, SHELL hereby excludes all warranties. In particular, but without limiting the generality of the foregoing sentence, nothing contained in this Agreement shall constitute or be construed as a guarantee or warranty or representation of any kind on the part of SHELL that any of the rights assigned to Assignee under this Agreement are valid or enforceable, or that the exercise of any of the rights assigned to Assignee under this Agreement shall not infringe the rights of any third parties.

5. Entire agreement

This Agreement constitutes the whole and only agreement between the parties relating to its subject matter and supersedes and extinguishes any other agreement, document or pre-contractual statement relating to the same subject matter. Any amendments to this Agreement shall be in writing and shall be duly signed by all parties hereto.

6. Applicable Law and Dispute Resolution

This Agreement and the relationship hereunder between the parties shall be exclusively interpreted in accordance with and governed by Netherlands law, and any dispute which may arise in connection with this Agreement, whether based in contract, tort or otherwise, shall be exclusively submitted to the Courts in The Hague, The Netherlands.

7. Miscellaneous

Notwithstanding anything to the contrary contained in this Agreement, to the extent that any property or property right which would be transferred or assigned by this Agreement, but for the fact that it is not assignable or transferable without the consent, approval, authorisation, licence, waiver or other act of any third party (including a government or governmental unit), this Agreement shall not constitute an assignment or transfer, or an attempted assignment or transfer, if such assignment or transfer or attempted assignment or transfer would constitute a breach of any obligation to such third party or a violation of any law, decree, order, regulation or other governmental edict.

8. Entry into force

This Agreement shall be deemed to have entered into force on the Effective Date.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed in duplicate original at the places and on the dates indicated below.

The Hague, *26 June*, 2007

SHELL TRADEMARK MANAGEMENT B.V.

signed:

W.L. van Kluyk

[Signature]

Rijswijk, *5 July*, 2007

EMBAFFLE B.V.

signed:

[Signature]