

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Penreco		03/07/2008	PARTNERSHIP: TEXAS

RECEIVING PARTY DATA

Name:	Calumet Penreco, LLC
Street Address:	2780 Waterfront Parkway, East Drive
Internal Address:	Suite 200
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46214
Entity Type:	LIMITED LIABILITY COMPANY: INDIANA

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	1925018	PENRECO SNOW
Registration Number:	1119872	PENRECO
Registration Number:	2067275	PENRECO
Registration Number:	0503160	DRAKEOL
Registration Number:	0514188	DRAKEOL
Registration Number:	2054349	DRAKEOL
Registration Number:	1687429	PENN DRAKE
Registration Number:	1681693	PENN DRAKE
Registration Number:	2338168	PAROL
Registration Number:	1952648	PENETECK
Registration Number:	1394535	PETROSUL
Registration Number:	1607965	PETROTECT
Registration Number:	2033867	SONTEX

OP \$640.00 1925018

Registration Number:	0805850	SONTEX
Registration Number:	2527802	SYNERGEL
Registration Number:	2628494	VERSAGEL
Registration Number:	1829106	CONOSOL
Registration Number:	1337501	LVT
Registration Number:	2584479	DRAKESOL
Registration Number:	0697353	HYDROLITH
Registration Number:	1329191	HYDROPLEX
Registration Number:	2276593	HYPERTECH
Registration Number:	1452692	INKOL
Registration Number:	1358683	MAGIE BROS.
Registration Number:	1321722	MAGIESOL

CORRESPONDENCE DATA

Fax Number: (713)651-5246
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 713-651-5151
Email: rbumgarner@fulbright.com
Correspondent Name: J. Reid Bumgarner
Address Line 1: 1301 McKinney Street
Address Line 2: Suite 5100
Address Line 4: Houston, TEXAS 77010-3095

ATTORNEY DOCKET NUMBER:	10707447
NAME OF SUBMITTER:	J. Reid Bumgarner
Signature:	/ J. Reid Bumgarner /
Date:	03/07/2008

Total Attachments: 14

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CONFIRMATION ASSIGNMENT
(US Trademarks)

This Confirmation Assignment, made this 7th day of March 2008, is by and between PENRECO, a Texas general partnership being wound up ("Assignor"), and CALUMET PENRECO, LLC, a Delaware limited liability company ("Assignee"), whose address is 2780 Waterfront Parkway East Drive, Suite 200, Indianapolis, Indiana 46214.

WHEREAS, pursuant to and in accordance with the Partnership Interest Assignment and Assumption Agreement attached hereto as Exhibit A, Conoco Phillips Company ("Conoco Phillips"), has sold, conveyed and assigned to Assignee, all of Conoco Phillips' 50% general partnership interest in Assignor; and

WHEREAS, pursuant to and in accordance with the Partnership Interest Assignment and Assumption Agreement attached hereto as Exhibit B, M.E. Zukerman Specialty Oil Corporation ("Zukerman"), has sold, conveyed and assigned to Assignee all of Zukerman's 50% general partnership interest in Assignor; and

WHEREAS, because all of its partnership interests in Assignor have been sold, conveyed and assigned to Assignee, Assignor is being wound up pursuant to applicable Texas general partnership law;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, and conveyed, and by these presents hereby sells, assigns, and conveys, unto Assignee the entire right, title, and interest in and to the registrations for Marks set forth in Exhibit C, attached hereto, and all of its right, title, and interest to said Marks not presently registered together with the goodwill of the business symbolized by the Marks and the registrations thereof, and all other rights which Assignor has enjoyed thereunder, including any and all rights of recovery based on past infringement of said Marks and/or registrations, the same to be held and enjoyed by the Assignee, its successors, and assigns forever and to the full end of the terms for which any of the aforesaid Marks are registered and any renewals of the terms thereof;

Assignor also hereby covenants and agrees that, at the time of execution and delivery of these presents, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the said registrations and applications and believes it is the sole and lawful owner of the entire right, title, and interest to said Marks and said goodwill associated therewith and that the same are unencumbered and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

Assignor also hereby covenants and agrees that the Assignor will, whenever counsel of the Assignee or the counsel of its successors, legal representatives, and assigns shall advise that it is lawful and desirable, sign all papers and documents, deliver necessary documents including original registration certificates, if available, take all lawful oaths, execute separate confirmatory assignments, and do all acts reasonably necessary or desirable to be done for the procurement, maintenance, enforcement, and defense of said Marks and registrations thereof without charge to the Assignee, its successors, legal representatives, and assigns, other than reasonable costs and expenses incurred by the Assignor or any of its employees, agents, and representatives in connection with the foregoing actions.

IN WITNESS WHEREOF, this Confirmation Assignment has been executed by Assignor on the dates of the acknowledgment set forth below, to be effective for all purposes as of the 7th day of March, 2008.

ASSIGNOR:

PENRECO, a Texas general partnership being wound up

By: CALUMET PENRECO, LLC, the assignee of all of the partnership interests in PENRECO

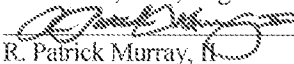
By: CALUMET LUBRICANTS CO., LIMITED PARTNERSHIP, its sole member

By: CALUMET LP GP, LLC, its general partner

By: CALUMET OPERATING, LLC, its sole member

By: CALUMET SPECIALTY PRODUCTS PARTNERS, L.P., its sole member

By: CALUMET GP, LLC, its general partner

By: 
Name: R. Patrick Murray, II
Title: Vice President, Chief Financial Officer and Secretary
Date: March 7, 2008

ASSIGNEE:

CALUMET PENRECO, LLC

By: CALUMET LUBRICANTS CO., LIMITED PARTNERSHIP, its sole member

By: CALUMET LP GP, LLC, its general partner

By: CALUMET OPERATING, LLC, its sole member

By: CALUMET SPECIALTY PRODUCTS PRODUCTS PARTNERS, L.P., its sole member

By: CALUMET GP, LLC, its general partner

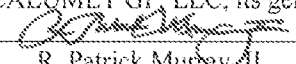
By: 
Name: R. Patrick Murray, II
Title: Vice President, Chief Financial Officer and Secretary
Date: March 7, 2008

EXHIBIT A

Partnership Interest Assignment and Assumption Agreement from Conoco Phillips
Company

[See attached]

PARTNERSHIP INTEREST ASSIGNMENT AND ASSUMPTION AGREEMENT

For consideration, the receipt and sufficiency of which is acknowledged, as of 12:01 a.m. Eastern time on January 1, 2008 (the "Transaction Date"), ConocoPhillips Company ("Seller") does hereby sell, convey and assign to Calumet Penreco, LLC ("Purchaser"), all of Seller's 50% general partnership interest in Penreco, a Texas general partnership.

Further, as of the Transaction Date, Seller does hereby assign to Purchaser all of Seller's rights, and does hereby delegate to Purchaser all of Seller's duties, arising under that certain Partnership Agreement of Penreco dated as of July 10, 1997, between Conoco Inc. (to which Seller is successor by merger) and Pennzoil Products Company (to which M. E. Zukerman Specialty Oil Corporation is successor by purchase), as amended from time to time, and Purchaser does accept such assignments and delegation, and agrees to undertake and discharge such duties.

This Assignment and the obligations undertaken by Purchaser hereunder are subject to the terms and conditions to which Seller and Calumet Specialty Products Partners, L.P. ("Calumet") agree in that certain Agreement with Respect to the Sale of Partnership Interests (the "Sale Agreement") entered by and among Seller, Calumet and M. E. Zukerman Specialty Oil Corporation as of October 19, 2007, including, without limitation, the terms and condition of the Sale Agreement pursuant to which Seller indemnifies Calumet for certain matters related to Penreco and Penreco's liabilities.

IN WITNESS WHEREOF, this Agreement has been signed by or on behalf of each of the Parties effective as of the Transaction Date.

CALUMET PENRECO, LLC
Purchaser:

CONOCOPHILLIPS COMPANY
Seller:

By: [Signature]
Name: R. Patrick Murray
Title: VP of Ops

By: _____
Name: _____
Title: _____

PARTNERSHIP INTEREST ASSIGNMENT AND ASSUMPTION AGREEMENT

For consideration, the receipt and sufficiency of which is acknowledged, as of 12:01 a.m. E.S.T. on January 1, 2008 (the "Transaction Date"), ConocoPhillips Company ("Seller") does hereby sell, convey and assign to Calumet Penreco, LLC ("Purchaser"), all of Seller's 50% general partnership interest in Penreco, a Texas general partnership

Further, as of the Transaction Date, Seller does hereby assign to Purchaser all of Seller's rights, and does hereby delegate to Purchaser all of Seller's duties, arising under that certain Partnership Agreement of Penreco dated as of July 10, 1997, between Conoco Inc (to which Seller is successor by merger) and Pennzoil Products Company (to which M.E. Zukerman Specialty Oil Corporation is successor by purchase), as amended from time to time, and Purchaser does accept such assignments and delegation, and agrees to undertake and discharge such duties

This Assignment and the obligations undertaken by Purchaser hereunder are subject to the terms and conditions to which Seller and Calumet Specialty Products Partners, L.P. ("Calumet") agree in that certain Agreement with Respect to the Sale of Partnership Interests (the "Sale Agreement") entered by and among Seller, Calumet and M.E. Zukerman Specialty Oil Corporation as of October 19, 2007, including, without limitation, the terms and condition of the Sale Agreement pursuant to which Seller indemnifies Calumet for certain matters related to Penreco and Penreco's liabilities

IN WITNESS WHEREOF, this Agreement has been signed by or on behalf of each of the Parties effective as of the Transaction Date.

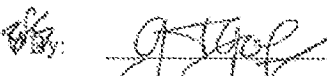
CALUMET PENRECO, LLC
Purchaser

CONOCOPHILLIPS COMPANY
Seller

By: _____

Name: _____

Title: _____

By:  _____
Name: Gregory J. Goff
Title: Vice President

[Acknowledgements on following page.]

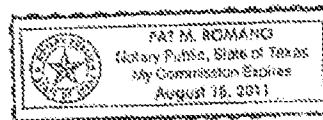
ACKNOWLEDGEMENTS

STATE OF TEXAS :
 : ss.
COUNTY OF HARRIS :

Before me, a notary public in and for the State and County aforesaid, on this 3rd day of January, 2008, personally appeared Gregory J. Goff, who acknowledged to me that he is a vice president of ConocoPhillips Company, who executed the within Partnership Interest Assignment and Assumption Agreement on behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.

Fat M. Romang
Notary Public

My Commission Expires: 8-18-2011



STATE OF _____ :
 : ss.
COUNTY OF _____ :

Before me, a notary public in and for the State and County aforesaid, on this ____ day of January, 2008, personally appeared _____, who acknowledged to me that he is the _____ of Calumet Petroleum, L.L.C., who executed the within Partnership Interest Assignment and Assumption Agreement on behalf of said company and acknowledged to me that he executed the same for the purposes therein stated.

Notary Public

My Commission Expires:

ACKNOWLEDGEMENTS

STATE OF _____ :
COUNTY OF _____ : ss.

Before me, a notary public in and for the State and County aforesaid, on this ____ day of January, 2008, personally appeared _____, who acknowledged to me that he is the _____ of _____, who executed the within Partnership Interest Assignment and Assumption Agreement on behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.

Notary Public
My Commission Expires:

STATE OF Indiana :
COUNTY OF Madison : ss.

Before me, a notary public in and for the State and County aforesaid, on this 3rd day of January, 2008, personally appeared R. Patrick Riley who acknowledged to me that he is the VP & CEO of Catalmer Perreco, LLC, who executed the within Partnership Interest Assignment and Assumption Agreement on behalf of said company and acknowledged to me that he executed the same for the purposes therein stated.

Notary Public Richard M. Riley
My Commission Expires:

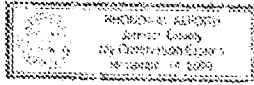


EXHIBIT B

Partnership Interest Assignment and Assumption Agreement from M.E. Zukerman Specialty Oil Corporation

[See attached]

PARTNERSHIP INTEREST ASSIGNMENT AND ASSUMPTION AGREEMENT

For consideration, the receipt and sufficiency of which is acknowledged, as of 12:01 a.m. Eastern time on January 1, 2008 (the "Transaction Date"), M.E. Zukerman Specialty Oil Corporation ("Seller") does hereby sell, convey and assign to Calumet Penreco, LLC ("Purchaser"), all of Seller's 50% general partnership interest in Penreco, a Texas general partnership.

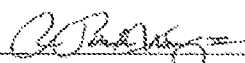
Further, as of the Transaction Date, Seller does hereby assign to Purchaser all of Seller's rights, and does hereby delegate to Purchaser all of Seller's duties, arising under that certain Partnership Agreement of Penreco dated as of July 10, 1997, between Conoco Inc. (to which ConocoPhillips Company is successor by merger) and Pennzoil Products Company (to which Seller is successor by purchase), as amended from time to time, and Purchaser does accept such assignments and delegation, and agrees to undertake and discharge such duties.

This Assignment and the obligations undertaken by Purchaser hereunder are subject to the terms and conditions to which Seller and Calumet Specialty Products Partners, L.P. ("Calumet") agree in that certain Agreement with Respect to the Sale of Partnership Interests (the "Sale Agreement") entered by and among Seller, Calumet and ConocoPhillips Company as of October 19, 2007, including, without limitation, the terms and condition of the Sale Agreement pursuant to which Seller indemnifies Calumet for certain matters related to Penreco and Penreco's liabilities.

IN WITNESS WHEREOF, this Agreement has been signed by or on behalf of each of the Parties effective as of the Transaction Date.

CALUMET PENRECO, LLC
Purchaser

M.E. ZUKERMAN SPECIALTY OIL
CORPORATION
Seller

By: 

By: _____

Name: R. Patrick Murray

Name: _____

Title: VP & CFO

Title: _____

PARTNERSHIP INTEREST ASSIGNMENT AND ASSUMPTION AGREEMENT

For consideration, the receipt and sufficiency of which is acknowledged, as of 12:01 a.m. Eastern time on January 1, 2008 (the "Transaction Date"), M E Zukerman Specialty Oil Corporation ("Seller") does hereby sell, convey and assign to Calumet Penreco, LLC ("Purchaser"), all of Seller's 50% general partnership interest in Penreco, a Texas general partnership.

Further, as of the Transaction Date, Seller does hereby assign to Purchaser all of Seller's rights, and does hereby delegate to Purchaser all of Seller's duties, arising under that certain Partnership Agreement of Penreco dated as of July 16, 1997, between Conoco Inc. (to which ConocoPhillips Company is successor by merger) and Pennzoil Products Company (to which Seller is successor by purchase), as amended from time to time, and Purchaser does accept such assignments and delegation, and agrees to undertake and discharge such duties.

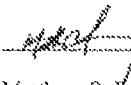
This Assignment and the obligations undertaken by Purchaser hereunder are subject to the terms and conditions to which Seller and Calumet Specialty Products Partners, L.P. ("Calumet") agree in that certain Agreement with Respect to the Sale of Partnership Interests (the "Sale Agreement") entered by and among Seller, Calumet and ConocoPhillips Company as of October 19, 2007, including, without limitation, the terms and condition of the Sale Agreement pursuant to which Seller indemnifies Calumet for certain matters related to Penreco and Penreco's liabilities.

IN WITNESS WHEREOF, this Agreement has been signed by or on behalf of each of the Parties effective as of the Transaction Date.

CALUMET PENRECO, LLC
Purchaser

M.E. ZUKERMAN SPECIALTY OIL
CORPORATION
Seller

By: _____

By:  _____

Name: _____

Name: Matthew C. Lucey

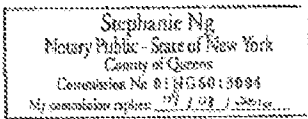
Title: _____

Title: Vice President

ACKNOWLEDGEMENTS

STATE OF New York :
 :
 : SS
COUNTY OF Queens :

Before me, a notary public in and for the State and County aforesaid, on this 2nd day of January, 2008, personally appeared Matthew C. Lucey, who acknowledged to me that he is the Vice President of M.E. Zukerman Specialty Oil Corporation, who executed the within Partnership Interest Assignment and Assumption Agreement on behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.



Notary Public *Stephanie Ng*
My Commission Expires: 01/23/2010

STATE OF _____ :
 :
 : SS
COUNTY OF _____ :

Before me, a notary public in and for the State and County aforesaid, on this _____ day of January, 2008, personally appeared _____, who acknowledged to me that he is the _____ of Calmet Perreco, LLC, who executed the within Partnership Interest Assignment and Assumption Agreement on behalf of said company and acknowledged to me that he executed the same for the purposes therein stated.

Notary Public
My Commission Expires:

ACKNOWLEDGEMENTS

STATE OF _____ :
COUNTY OF _____ : 89.

Before me, a notary public in and for the State and County aforesaid, on this ____ day of January, 2008, personally appeared _____, who acknowledged to me that he is the _____ of _____, who executed the within Partnership Interest Assignment and Assumption Agreement on behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated

Notary Public
My Commission Expires:

STATE OF Indiana :
COUNTY OF Marian : 88.

Before me, a notary public in and for the State and County aforesaid, on this 31st day of January, 2008, personally appeared R. Brian Stumpff, who acknowledged to me that he is the VP & COO of Calumet Petroleum, LLC, who executed the within Partnership Interest Assignment and Assumption Agreement on behalf of said company and acknowledged to me that he executed the same for the purposes therein stated

Notary Public: R. Brian Stumpff
My Commission Expires:

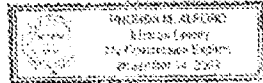


EXHIBIT C

Mark	Reg. No.	Reg. Date
PENRECO SNOW	1925018	10/10/95
PENRECO	1119872	06/12/79
PENRECO	2067275	06/03/97
DRAKEOL	0503160	10/19/48
DRAKEOL	0514188	08/23/49
DRAKEOL	2054349	04/22/97
PENN DRAKE and Design	1687429	05/19/02
PENN DRAKE	1681693	04/07/92
PAROL	2338168	04/04/00
PENETECK	1952648	01/30/96
PETROSUL	1394535	05/27/86
PETROTECT	1607965	07/31/90
SONTEX	2033867	01/28/97
SONTEX	0805850	03/22/66
SYNERGEL	2527802	01/08/02
VERSAGEL	2628494	10/01/02
CONOSOL	1829106	04/05/94
LVT	1337501	05/28/85
DRAKESOL	2584479	06/25/02
HYDROLITH	0697353	05/10/60
HYDROPLEX	1329191	04/09/85
HYPERTECH	2276593	09/07/99
INKOL	1452692	08/18/87
MAGIE BROS	1358683	09/10/85
MAGIESOL	1321722	02/26/85

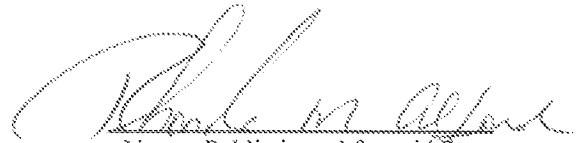
THE STATE OF INDIANA

§
§
§

COUNTY OF MARION

This instrument was acknowledged before me this 7th day of March, 2008, by R. Patrick Murray, II, Vice-President, Chief Financial Officer and Secretary of Calumet GP, LLC, a Delaware limited liability company, general partner of Calumet Specialty Products Partners, L.P., a Delaware limited partnership, sole member of Calumet Operating, LLC, a Delaware limited liability company, sole member of Calumet LP GP, LLC, a Delaware limited liability company, general partner of Calumet Lubricants Co., Limited Partnership, an Indiana limited partnership, sole member of Calumet Penreco, LLC, a Delaware limited liability company, on behalf of said limited liability companies and said limited partnerships.

[SEAL]


Notary Public in and for said State

