

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ELY CHEMICAL COMPANY LIMITED		03/31/2008	Limited Company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CHEMETALL PLC		
<b>Street Address:</b>	Denbigh Road, Bletchley		
<b>City:</b>	Milton Keynes, Buckinghamshire		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	MK1 1PB		
<b>Entity Type:</b>	Public Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1760867	LUMOR	
Registration Number:	1760866	SUPRAMOR	
Registration Number:	1760865	BRITEMOR	
Registration Number:	1834228	FERROMOR	
Registration Number:	1760864	CHECKMOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(973)530-2225		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	973-530-2025		
<b>Email:</b>	pnussbaum@wolffsamson.com		
<b>Correspondent Name:</b>	Peter Nussbaum		
<b>Address Line 1:</b>	One Boland Drive		
<b>Address Line 4:</b>	West Orange, NEW JERSEY 07052		

**OP \$140.00 1760867**

DOMESTIC REPRESENTATIVE

**900117908**

**TRADEMARK  
 REEL: 003866 FRAME: 0728**

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:	Peter Nussbaum
Signature:	/Peter Nussbaum/
Date:	10/08/2008

**Total Attachments: 12**

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*31 March 2008*

ELY CHEMICAL COMPANY LIMITED

and

CHEMETALL PLC

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

5 Castle Street  
Liverpool  
L2 4XE

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THIS AGREEMENT is dated 31 March, 2008 and is made

BETWEEN:

- (1) **ELY CHEMICAL COMPANY LIMITED** incorporated and registered in England and Wales with company number 01964657 whose registered office is at Lisle Lane, Ely, Cambridgeshire, CB7 4AS (the "Assignor")
- (2) **CHEMETALL PLC** incorporated and registered in England and Wales with company number 00252864 whose registered office is at Denbigh Road, Bletchley, Milton Keynes, Buckinghamshire, MK1 1PB (the "Assignee").

WHEREAS:

- (A) The Assignor is the proprietor of the applications for, and registrations of, the intellectual property rights set out in Schedule 1 (together the "Registered IPRs").
- (B) By an asset purchase agreement dated [ ] 2008 between the Assignor and the Assignee (the "Main Agreement") the Assignor has agreed to assign to the Assignee all Intellectual Property Rights owned or used by the Assignor.

IT IS HEREBY AGREED AS FOLLOWS:

1. INTERPRETATION

The definition in this clause applies in this Agreement

"Intellectual Property Rights"

means the full benefit (subject to the obligations) of all patents, trade and other marks, registered designs (and applications for and rights to apply for the same), copyrights, trade and business names, supply, distributorship, agency and other like agreements, inventions, discoveries, formulations, improvements, designs, techniques, computer programs and other confidential processes and information and know-how and any licences in connection with any of the same and the full right to all intellectual property and legal protection relating to the same and in every case (unless the context otherwise requires) of or belonging to the Seller and used or capable of use exclusively by the Assignor in or in relation to the Business (as defined in the Main Agreement) of the Assignor on date hereof in each case subsisting in any jurisdiction including, without limitation, the rights specified in the schedules hereto.

2. ASSIGNMENT

- 2.1 Pursuant to and for the consideration set out in the Main Agreement, the Assignor assigns to the Assignee with full title guarantee the following rights:

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- (a) all Intellectual Property Rights;
- (b) all goodwill attaching to the registered trade marks listed in Schedule 1 (Registered Trade Marks) and the marks listed in Schedule 2 (Unregistered Marks);
- (c) the exclusive right for the Assignee and its successors and assignees to carry on the Assignor's Business (as defined in the Main Agreement) under the Unregistered Marks and to represent itself as carrying on the Business (as defined in the Main Agreement) in succession to the Assignor; and
- (d) the right to sue for damages and other remedies for any infringement of any of the rights listed in this clause 2.1 which occurred prior to the date of this assignment.

3 PROCEEDINGS

The Assignor agrees and undertakes to provide to the Assignee (at its request) all reasonable assistance with any proceedings which may be brought by or against the Assignee against or by any third party relating to the rights assigned by this Agreement

4 WARRANTIES

The Assignor warrants that, at the date of this Agreement:

- (a) the Assignor is the sole owner of all of the Intellectual Property Rights;
- (b) the Intellectual Property Rights been maintained and are in force, and all renewal fees have been paid;
- (c) it has not licensed or assigned any rights in the Intellectual Property Rights to any third party in any part of the world (other than as set out in the Disclosure Letter (as defined in the Main Agreement)); and
- (d) the Intellectual Property Rights do not infringe the statutory or common law rights of any third party.

5 FURTHER ASSURANCE

The Assignor shall do or procure to be done all such further acts and things, and execute or procure the execution of all such other documents, as the Assignee may from time to time reasonably require in order to give the Assignee the full benefit of this Agreement, whether in connection with any registration of title or other similar right or otherwise

6 INDEMNITY

The Assignor shall indemnify the Assignee against all and any loss, damages or costs sustained by the Assignee arising out of any breach by the Assignor of any of its warranties under this assignment. At the request of the Assignee and at the Assignor's own expense, it shall provide all reasonable assistance to enable the Assignee to resist any claim, action or proceedings brought against the Assignee as a consequence of that breach.

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7. WAIVER OF MORAL RIGHTS

The Assignor waives absolutely its moral rights in relation to the Intellectual Property Rights arising under Chapter 4 of the Copyright, Designs and Patents Act 1988 and, so far as is legally possible, any broadly equivalent rights it may have in any territory of the world.

8. GOVERNING LAW AND JURISDICTION

8.1 This Agreement shall be governed by and construed in accordance with the law of England and Wales.

8.2 Each party irrevocably agrees to submit to the non-exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Agreement

IN WITNESS WHEREOF this Agreement has been entered into on the date first stated above.

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SCHEDULE 1  
REGISTERED IPRS



Trade Mark register as held by Murgitroyd and Company January 2008

Case Num	Status	Renewal Date	Country	App1	App2	I.P. Holder	I.P. Title
768920	REGISTERED	26-07-2008	Benelux	625818	353842	ELY CHEMICAL COMPANY LIMITED	CHECKMOR
768924	REGISTERED	27-07-2008	France	544857	1480221	ELY CHEMICAL COMPANY LIMITED	BRITEMOR
768994	REGISTERED	27-07-2008	France		1480219	ELY CHEMICAL COMPANY LIMITED	GLOMOR
768991	REGISTERED	27-07-2008	France		1480220	ELY CHEMICAL COMPANY LIMITED	CHECKMOR
768999	REGISTERED	27-07-2008	France		1480216	ELY CHEMICAL COMPANY LIMITED	TETMOR
768993	REGISTERED	27-07-2008	France		1480217	ELY CHEMICAL COMPANY LIMITED	LUMOR
768995	REGISTERED	27-07-2008	France		1480218	ELY CHEMICAL COMPANY LIMITED	CERMOR
768997	REGISTERED	27-07-2008	France		1480222	ELY CHEMICAL COMPANY LIMITED	SUPRAMOR
762446	REGISTERED	23-08-2008	Republic of Korea	2995/87	158482	ELY CHEMICAL COMPANY LIMITED	CHECKMOR IN KOREAN SCRIPT
762447	REGISTERED	23-08-2008	Republic of Korea	2995/87	158403	ELY CHEMICAL COMPANY LIMITED	CHECKMOR
764154	REGISTERED	06-12-2008	United Kingdom	857549	857549	ELY CHEMICAL COMPANY LIMITED	CHECKMOR
762508	REGISTERED	10-12-2008	Canada	707617	420686	Castrol Limited	CHECKMOR
762566	REGISTERED	15-04-2009	United Kingdom	2194551	2194551	ELY CHEMICAL COMPANY	SURSEAL
762585	REGISTERED	15-04-2009	United Kingdom	2194528	2194528	ELY CHEMICAL COMPANY	SURTECT
764145	REGISTERED	26-04-2009	United Kingdom	1094719	1094719	ELY CHEMICAL COMPANY LIMITED	SURSCRIBE
762459	REGISTERED	20-05-2009	Canada	706734	427485	Castrol Limited	BRITEMOR
761601	REGISTERED	17-08-2009	Italy	41268C/89	571005	ELY CHEMICAL COMPANY	CERMOR
761602	REGISTERED	17-08-2009	Italy	41268C/89	571009	ELY CHEMICAL COMPANY	TETMOR
762473	REGISTERED	17-08-2009	Italy	41261C/89	571008	ELY CHEMICAL COMPANY LTD	SUPRAMOR
762469	REGISTERED	17-08-2009	Italy	41269C/89	571007	ELY CHEMICAL COMPANY LTD	GLOMOR
762462	REGISTERED	17-08-2009	Italy	41269C/89	571006	ELY CHEMICAL COMPANY LTD	FERRMOR
762505	REGISTERED	24-02-2010	Canada	706735	429711	Castrol Limited	SUPRAMOR
762504	REGISTERED	24-02-2010	Canada	706730	429710	Castrol Limited	FERRMOR
762674	REGISTERED	25-02-2010	Canada	0706743	446360	Castrol Limited	LUMOR
762436	REGISTERED	18-11-2010	Ireland	5573/93	162305	Castrol Limited	BRITEMOR
764137	REGISTERED	08-05-2011	United Kingdom	709603	709603	ELY CHEMICAL COMPANY LIMITED	SUPRAMOR
764136	REGISTERED	12-11-2011	United Kingdom	712207	712207	ELY CHEMICAL COMPANY LIMITED	LUMOR
762449	REGISTERED	20-11-2011	Switzerland	315529	315529	Castrol Limited	CHECKMOR
762465	REGISTERED	20-11-2011	Switzerland	315532	315532	Castrol Limited	LUMOR
762474	REGISTERED	20-11-2011	Switzerland	315534	315534	Castrol Limited	SUPRAMOR
766325	REGISTERED	20-11-2011	Switzerland	315528	315528	Castrol Limited	BRITEMOR
762598	REGISTERED	20-11-2011	Switzerland	317766	317766	Castrol Limited	FERRMOR
762448	REGISTERED	26-11-2011	Germany	C 30747/1 Wz	1035554	Castrol Limited	CHECKMOR
762473	REGISTERED	26-11-2011	Germany	C 30752/1 Wz	1037327	Castrol Limited	SUPRAMOR
762462	REGISTERED	26-11-2011	Germany	C 30750/1 Wz	1035595	Castrol Limited	LUMOR
766323	REGISTERED	26-11-2011	Germany	C 30745/1 Wz	1035553	Castrol Limited	BRITEMOR
762097	REGISTERED	26-11-2011	Germany	C 30748/1 Wz	1036293	Castrol Limited	FERRMOR
762464	REGISTERED	09-12-2011	Italy	35712C/81	473295	Castrol Limited	LUMOR
762446	REGISTERED	09-12-2011	Italy	35710C/81	443526	Castrol Limited	CHECKMOR
762440	REGISTERED	09-12-2011	Italy	35715C/81	443530	Castrol Limited	BRITEMOR
762453	REGISTERED	09-12-2011	Italy	35717C/81	443532	Castrol Limited	FERRMOR
762463	REGISTERED	22-11-2012	Ireland	104008	104008	Castrol Limited	LUMOR
762599	REGISTERED	22-11-2012	Ireland	102249	102249	Castrol Limited	CHECKMOR
762441	REGISTERED	30-03-2013	United States	74/246634	1760855	ELY CHEMICAL COMPANY LIMITED	BRITEMOR
762450	REGISTERED	30-03-2013	United States	74/246630	1760864	ELY CHEMICAL COMPANY LIMITED	CHECKMOR
762475	REGISTERED	30-03-2013	United States	74/246635	1760866	ELY CHEMICAL COMPANY LIMITED	SUPRAMOR
762456	REGISTERED	30-03-2013	United States	74/246721	1760867	ELY CHEMICAL COMPANY LIMITED	LUMOR
762454	REGISTERED	22-11-2013	Greece	116804	116804	Castrol Limited	LUMOR
762453	REGISTERED	22-11-2013	Greece	116806	116806	Castrol Limited	CHECKMOR
762433	REGISTERED	22-11-2013	Greece	116807	116807	Castrol Limited	BRITEMOR
762431	REGISTERED	24-11-2013	Spain	1791061	1791061	ELY CHEMICAL COMPANY LIMITED	BRITEMOR
762429	REGISTERED	24-11-2013	Spain	1791059	1791059	ELY CHEMICAL COMPANY LIMITED	FERRMOR
762430	REGISTERED	24-11-2013	Spain	1791060	1791060	ELY CHEMICAL COMPANY LIMITED	CHECKMOR
762428	REGISTERED	24-11-2013	Spain	1791058	1791058	ELY CHEMICAL COMPANY LIMITED	LUMOR
762427	REGISTERED	24-11-2013	Spain	1791057	1791057	ELY CHEMICAL COMPANY LIMITED	SUPRAMOR
762455	REGISTERED	03-05-2014	United States	74/246632	1634228	ELY CHEMICAL COMPANY LIMITED	FERRMOR
762443	REGISTERED	04-09-2016	Australia	432676	A432676	ELY CHEMICAL COMPANY LIMITED	CHECKMOR
762470	REGISTERED	04-09-2016	Australia	432674	A432674	ELY CHEMICAL COMPANY LIMITED	SUPRAMOR
762460	REGISTERED	04-09-2016	Australia	432675	432675	ELY CHEMICAL COMPANY LIMITED	LUMOR
761953	REGISTERED	05-10-2016	Australia	130427	A130427	ELY CHEMICAL COMPANY LIMITED	LUMOR
762469	REGISTERED	05-10-2016	Australia	120419	A120419	ELY CHEMICAL COMPANY LIMITED	SUPRAMOR
762437	REGISTERED	02-12-2016	Australia	437312	A437312	ELY CHEMICAL COMPANY LIMITED	BRITEMOR
764147	REGISTERED	24-03-2017	United Kingdom	989421	989421	ELY CHEMICAL COMPANY LIMITED	SURTECT
764142	REGISTERED	06-04-2017	United Kingdom	990080	990080	ELY CHEMICAL COMPANY LIMITED	SURSOLVE
764135	REGISTERED	01-10-2017	United Kingdom	1280706	1280706	ELY CHEMICAL COMPANY LIMITED	GLOMOR
762461	WTG REN CERT	20-02-2018	China	CN4481	CN308735	ELY CHEMICAL COMPANY LIMITED	LUMOR
762438	WTG REN CERT	20-02-2018	China	CN4490	CN305797	ELY CHEMICAL COMPANY LIMITED	BRITEMOR
762444	WTG REN CERT	20-02-2018	China	CN4509	CN308735	ELY CHEMICAL COMPANY LIMITED	CHECKMOR

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SCHEDULE 2

UNREGISTERED MARKS

[www.elychemical.co.uk](http://www.elychemical.co.uk)

[www.elychemical.com](http://www.elychemical.com)

*Hammings  
D.M.F.*

.....  
Director/Secretary

Independent Witness

Signature .....

Name .....

Address .....

.....

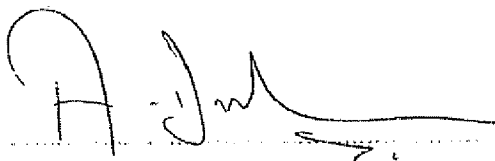
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Occupation .....

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Executed by Assignor )  
acting by two duly )  
authorised officers: )

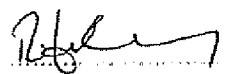


Director



~~Director/Secretary~~

Independent Witness

Signature   
Name MAN HAWLEY  
Address WILLOW HOUSE  
148 EDMUND ST  
BIRMINGHAM  
B3 2JA  
Occupation SOLICITOR

Executed by Assignee )  
acting by two duly )  
authorised officers: )

Director

DNE

Executed by Assignor )  
acting by two duly )  
authorised officers: )

.....  
Director

.....  
Director/Secretary

Independent Witness

Signature .....

Name .....

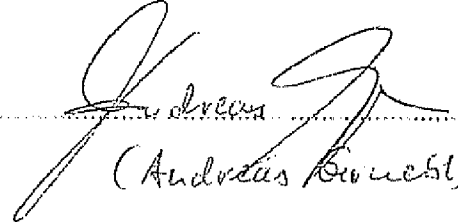
Address .....

Occupation .....

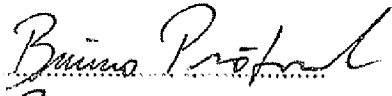
Executed and Delivered by )  
for and on behalf of Assignee )  
acting by its duly authorised ~~signatory~~ *attorneys* )  
*Michael Nels and Andrew Griebel*

*x Michael Nels*

DWF

  
.....  
(Andreas Buecht)

Independent Witness

Signature   
.....  
Name Bruno Profrock  
.....  
Address C/O CHEMETALL GMBH  
.....  
TRAKENNER STR. 3  
.....  
60487 FRANKFURT  
.....  
GERMANY  
.....  
Occupation General Manager Aerospace Technologies