

10-28-2008

Form PTO-1594 (Rev. 09-08)
OMB Collection 0651-0027 (exp. 10/3)



S. DEPARTMENT OF COMMERCE
States Patent and Trademark Office

103532322

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

GE Btz, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Pennsylvania
- Other

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Afton Chemical Corporation

Internal

Address:

Street Address: 500 Spring Street

City: RICHTMOND

State: VA

Country: USA Zip: 23219

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) September 26, 2008

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

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
1921351, 2055204, 2052712, 3448606, 1840199, 1712859, 2244370, 2602404, 1755995, 2896857, 1673932

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Dennis H. Rainear, NewMarket Services Corporation

Internal Address: Law Department

Street Address: 330 South 4th Street

City: Richmond

State: VA Zip: 23219

Phone Number: 804-788-5516

Fax Number: 804-788-5519

Email Address: dennis.rainear@newmarket.com

6. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 2.6(b)(8) & 3.41) \$

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 051372

Authorized User Name Dennis H. Rainear

9. Signature:

Dennis H. Rainear
Signature

10/16/08
Date

Dennis H. Rainear
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1450

RECORD AS OF 10/14/08

CHARGE FEE

EXHIBIT B

TRADEMARKS

Trademark	Country	Reg. No.	Class	Owner of Record
AGRI-DIESEL	US	1921351	1,4	GE Betz, Inc.
BUG EYE	US	2055204	1	GE Betz, Inc.
BUG OUT	US	2052712	5	GE Betz, Inc.
COMFORT ZONE	US	3448606	1	GE Betz, Inc.
HOT STUFF	US	1840199	1	GE Betz, Inc.
OTR	US	1712859	1	GE Betz, Inc.
PAY-LODE	US	2244370	1, 4	GE Betz, Inc.
RE-FLOW	US	2602404	1	GE Betz, Inc.
SMOKE KILLER	US	1755995	1	GE Betz, Inc.
TRILLIUM	US	2896857	1	GE Betz, Inc.
VSP	US	1673932	1	GE Betz, Inc.

PATENT AND TRADEMARK ASSIGNMENT

This Patent and Trademark Assignment (this "Assignment") dated September 26, 2008, is by GE Betz, Inc., a Pennsylvania corporation ("Assignor"), and General Electric Company, a New York corporation ("GE"), in favor of Afton Chemical Corporation, a Delaware corporation (the "Assignee").

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated as of September 26, 2008, pursuant to which Assignor has agreed, among other things, to sell, convey, transfer and assign, or cause to be sold, conveyed, transferred and assigned, to Assignee all right, title, and interest of Assignor and GE in and to (i) the patents and patent applications listed on Exhibit A hereto (the "Patents") and (ii) the trademarks and trademark applications listed on Exhibit B hereto (the "Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and GE hereby assign, transfer, convey and deliver to the Assignee, its successors and assigns, effective as of the date first referred above, all right, title, and interest of the Assignor and GE in and to:

the Patents and the Trademarks;

all registrations and pending applications to register or otherwise obtain legal protection, domestic and foreign, for any of the foregoing;

all rights to make application, domestic and foreign, in the future to register or otherwise obtain legal protection for any of the foregoing;

all rights of priority under national laws, domestic and foreign, and international conventions with respect to any of the foregoing;

all domestic and foreign continuations, continuations-in-part, divisions, renewals, extensions, patents of addition, reexaminations, or reissues of any of the foregoing and all related applications therefor;

all income, royalties, damages, and payments now or hereafter due or payable in respect thereto;

all goodwill of the business associated with the Patents and Trademarks;

all causes of action (either in law or equity), and the right to sue, counterclaim, and recover for past, present, and future infringement, misappropriation, or dilution thereof of any of the foregoing; and

all other rights and privileges corresponding thereto throughout the world;

the same to be held and enjoyed by the Assignee for its own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives, to the end of the term or terms for which the foregoing are registered, issued, granted, reissued, or extended, as fully and entirely as

the same would have been held and enjoyed by the Assignor and/or GE if this assignment and sale had not been made.

The Assignor and GE further agree, without further consideration, to execute and deliver, or arrange for the delivery of, such further documents and instruments as the Assignee may reasonably request, to effectuate and record this Assignment and the assignment of the Patents, Trademarks and any other intellectual property rights purported to be transferred hereunder, including execution of assignments in recordable form in each jurisdiction where registrations or applications for the Patents and Trademarks may be issued or pending and to take the steps necessary to put in the name of Assignee all of the Patents and Trademarks being transferred hereunder.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed and delivered on this 24 day of September, 2008.

GE BETZ, INC.

By: [Signature]
Name: YUVAK SINGH
Title: VICE PRESIDENT

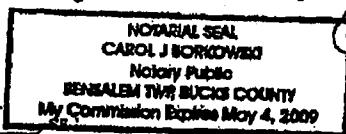
GENERAL ELECTRIC COMPANY

By: [Signature]
Name: Jeff Garmwood
Title: VP + CEO

State of PA
County of Bucks, ss.:

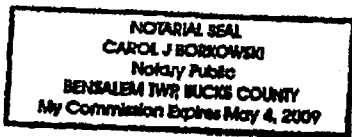
On this 24 day of September, 2008, before me personally appeared YUVAK SINGH, to me known, who, by me duly sworn, did depose and say that he resides at 436 Somerton Rd, that he is the V.P. of GE Betz, Inc., a corporation described in and that executed the foregoing instrument; that he knows the seal of said corporation, that the seal affixed to the foregoing instrument is the corporate seal, that it was affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

State of PA
County of Bucks



[Signature]
Notary Public

On this 24 day of September, 2008, before me personally appeared Jeff Garmwood, to me known, who, by me duly sworn, did depose and say that he resides at 436 Somerton Rd, that he is the VP + CEO of General Electric Company, a corporation described in and that executed the foregoing instrument; that he knows the seal of said corporation, that the seal affixed to the foregoing instrument is the corporate seal, that it was affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.



[Signature]
Notary Public

Signature Page to Patent and Trademark Assignment