

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mid-State Chemical & Supply Corp.		10/01/2008	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	Fuchs Lubricants Co.		
Street Address:	17050 Lathrop Avenue		
City:	Harvey		
State/Country:	ILLINOIS		
Postal Code:	60426		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2340282	ECO DRAW	
CORRESPONDENCE DATA			
Fax Number:	(414)297-4900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	414-297-5723		
Email:	ptomailmilwaukee@foley.com		
Correspondent Name:	Richard J. McKenna		
Address Line 1:	Foley & Lardner LLP		
Address Line 2:	777 E. Wisconsin Avenue		
Address Line 4:	Milwaukee, WISCONSIN 53202-5306		
ATTORNEY DOCKET NUMBER:	022798-0114		
NAME OF SUBMITTER:	Jill M. Schenk		
Signature:	/Jill M. Schenk/		
Date:	07/22/2009		

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Total Attachments: 5

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ASSIGNMENT OF INTANGIBLE PROPERTY

This ASSIGNMENT OF INTANGIBLE PROPERTY (this "Assignment") is entered into and made effective as of October 1, 2008 between MID-STATE CHEMICAL & SUPPLY CORP. (d/b/a MS FLUID TECHNOLOGIES), an Indiana corporation and, its sole shareholder, MSC TECHNOLOGIES, INC., an Indiana corporation (collectively and on a joint and several basis, "Assignor"), and FUCHS LUBRICANTS CO., a Delaware corporation ("Assignee").

WHEREAS, pursuant to that certain Sale and Purchase Agreement, dated as of August 29, 2008 (the "Purchase Agreement"), among Assignor and Assignee, Assignee desires to acquire and Assignor desires to convey all of Assignor's right, title and interest in and to the Intangible Property more fully described on Exhibit A attached hereto;

WHEREAS, capitalized terms used and not otherwise defined in this Assignment shall have the respective meanings ascribed to such terms in the Purchase Agreement; and

WHEREAS, this Assignment is being executed and delivered by the parties in connection with the consummation of the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, pursuant to and in accordance with the terms and provisions of the Purchase Agreement, and for the consideration set forth therein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment of Intangible Property. Upon the terms and subject to the conditions of the Purchase Agreement, at the Closing, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby purchases and acquires from Assignor, all of Assignor's right, title and interest in, to and under the Intangible Property.

2. Successors and Assigns; No Third Party Beneficiaries. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and permitted assigns, including any successor by way of merger, consolidation or acquisition of all or substantially all of the assets of a party. This Assignment shall not benefit or create any right or cause of action in or on behalf of any third party other than the parties hereto and their respective successors and permitted assigns.

3. Further Assurances. At any time and from time to time following the Closing, as and when requested by any party and without further consideration, each party shall execute and deliver, or cause to be executed and delivered, such other documents and instruments and shall take, or cause to be taken, such further or other actions as the other party may reasonably request or as otherwise may be necessary or desirable to evidence and effectuate the consummation of the transactions contemplated by the Purchase Agreement.

4. Governing Law. This Assignment shall be governed by, and construed in accordance with, the substantive laws of the State of Illinois, without regard to any choice of law or conflict of law rules.

5. Counterparts. This Assignment may be executed in any number of original or facsimile counterparts, each of which shall constitute an original instrument, but all of which together shall constitute one and the same agreement.

6. Section Headings. Section headings have been inserted in this Assignment for convenience of reference only and shall not be deemed to be a part of or to affect the meaning or interpretation of this Assignment.

7. Relationship to Purchase Agreement. This Assignment is executed and delivered pursuant to, is in furtherance of, and is subject to the terms and conditions of the Purchase Agreement. In the event of any conflict between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall prevail. Nothing contained in this Assignment shall be deemed to alter, modify, expand or diminish the terms or provisions of the Purchase Agreement.

[Signatures begin on next page]

IN WITNESS WHEREOF, each party has caused this Assignment of Intangible Property to be duly executed and delivered by its duly authorized representative as of the date first above written.

ASSIGNEE:

FUCHS LUBRICANTS CO.

By: _____

L. Frank Kleinman, Chairman

ASSIGNOR:

MID-STATE CHEMICAL & SUPPLY CORP., an
Indiana corporation

By: _____

Printed Name: _____

Title: _____

MSC TECHNOLOGIES, INC., an Indiana corporation

By: _____

Printed: _____

Title: _____

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IN WITNESS WHEREOF, each party has caused this Assignment of Intangible Property to be duly executed and delivered by its duly authorized representative as of the date first above written.

ASSIGNEE:

FUCHS LUBRICANTS CO.

By: _____
L. Frank Kleinman, Chairman

ASSIGNOR:

MID-STATE CHEMICAL & SUPPLY CORP., an
Indiana corporation

By: Paul J. Bosler

Printed Name: Paul J. Bosler

Title: President and CEO

MSC TECHNOLOGIES, INC., an Indiana corporation

By: Paul J. Bosler

Printed: Paul J. Bosler

Title: Pres. & CEO

EXHIBIT A

Intangible Property

1. See attached Product List, incorporated herein by this reference.
2. See list of Formulae transmitted via e-mail by Pat Bosler to Sheila McCormack on September 19, 2008, incorporated herein by this reference.
3. The following registered Trademarks:

Trademark Name	Registration Number	Country Name	Owner	Filing Date	Publication Date	Registration Date
ECO DRAW	668542	Canada	Mid-State Chemical & Supply Corp.	August 2, 2005	March 15, 2006	July 24, 2006
ECO DRAW	909585	Mexico	Mid-State Chemical & Supply Corp.	August 4, 2005		November 23, 2005
ECO DRAW	2340282	USA	Mid-State Chemical & Supply Corp.	October 13, 1998	December 14, 1999	April 11, 2000

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