

**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>
SHELL TRADEMARK MANAGEMENT B.V.		01/31/2011	COMPANY: NETHERLANDS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HOUGHTON TECHNICAL CORP.		
<b>Street Address:</b>	1011 Centre Road, Suite 322		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19805		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	639915	DROMUS	
Registration Number:	413827	ENSIS COMPOUND	
Registration Number:	2930640	FENELLA	
Registration Number:	640245	GARIA	
Registration Number:	639917	MACRON	
Registration Number:	648089	VOLUTA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)739-3001		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Phone:</b>	202.739.5950		
<b>Email:</b>	ateixeira@morganlewis.com		
<b>Correspondent Name:</b>	Antonio Cesar Teixeira		
<b>Address Line 1:</b>	1111 Pennsylvania Avenue, NW		
<b>Address Line 2:</b>	Attention: TMSU		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20004		

**CH \$165.00 639915**

ATTORNEY DOCKET NUMBER:	001161.3000.
NAME OF SUBMITTER:	Antonio Cesar Teixeira
Signature:	/Antonio C. Teixeira/
Date:	05/11/2011

**Total Attachments: 11**

source=Shell Trademark Management - Trade Mark Assignment#page1.tif  
source=Shell Trademark Management - Trade Mark Assignment#page2.tif  
source=Shell Trademark Management - Trade Mark Assignment#page3.tif  
source=Shell Trademark Management - Trade Mark Assignment#page4.tif  
source=Shell Trademark Management - Trade Mark Assignment#page5.tif  
source=Shell Trademark Management - Trade Mark Assignment#page6.tif  
source=Shell Trademark Management - Trade Mark Assignment#page7.tif  
source=Shell Trademark Management - Trade Mark Assignment#page8.tif  
source=Shell Trademark Management - Trade Mark Assignment#page9.tif  
source=Shell Trademark Management - Trade Mark Assignment#page10.tif  
source=Shell Trademark Management - Trade Mark Assignment#page11.tif

**SHELL TRADEMARK MANAGEMENT B.V.**

and

**HOUGHTON TECHNICAL CORP.**

---

**TRADE MARK ASSIGNMENT**

---

**THIS AGREEMENT** (the “**Agreement**”) is made between:

1. **SHELL TRADEMARK MANAGEMENT B.V.**, a company incorporated in the Netherlands (registered number 27246695) and having its registered office at Carel van Bylandtlaan 30, 2596HR The Hague, the Netherlands (the “**Assignor**”);

AND

2. **HOUGHTON TECHNICAL CORP.** a company incorporated in Delaware (registered number 071294216) and having its registered office at 300 Madison Delaware Avenue, Suite 316, Wilmington DE 1908-1607 (the “**Assignee**”);

(each a “**Party**” and together the “**Parties**”)

## **BACKGROUND**

- (A) The Assignor owns and has the right to assign the Trade Marks (as defined below) and has agreed to assign all its rights in the Trade Marks on the terms set out in this Agreement.

THE PARTIES AGREE as follows:

### **1 INTERPRETATION**

The following expressions shall have the meanings specified in this Clause.

“Affiliate of Assignor”

means Royal Dutch Shell plc and any company other than the Assignor which is at the time in question directly or indirectly controlled by Royal Dutch Shell plc.

For the purposes of this Agreement:-

- (1) a company is directly controlled by another company if that latter company beneficially owns fifty per cent (50%) or more of the voting rights attached to the issued share capital of the first mentioned company; and
- (2) a company is indirectly controlled by another company if a series of companies can be specified, beginning with that latter company and ending with the first mentioned company, so related that each company of the series (except the latter company) is directly controlled by one or more of the companies earlier in the series;

“Asset Purchase Agreement”

means the Asset Purchase Agreement relating to the sale and purchase of the global metal working business operated by Affiliates of Shell made between Shell International Petroleum Company Limited, Houghton International Inc. and EFHCO Inc. dated 14 October 2010;

“Completion Date”	has the meaning given to it in the Asset Purchase Agreement;
“Disclosure Letter”	has the meaning given to it in the Asset Purchase Agreement;
“Dispute”	has the meaning given to it in clause 14.1;
“Existing Dispute”	has the meaning given to it in clause 14.6;
“Products”	shall have the meaning given to it in the Asset Purchase Agreement;
“Related Dispute”	has the meaning given to it in clause 14.6;
“Rules”	has the meaning set out in clause 14.1;
“Target Business”	has the meaning given to it in the Asset Purchase Agreement; and
“Trade Marks”	means the trade mark registrations and applications listed in Schedule 1; and
“Tribunal”	has the meaning given to it in clause 14.2.

## **2 ASSIGNMENT**

In consideration of the sum of €1 (one Euro) paid by the Assignee to the Assignor (receipt of which the Assignor hereby acknowledges), the Assignor hereby assigns, transfers, conveys and delivers to the Assignee with effect from the Completion Date all its right, title and interest in the Trade Marks including:

- 2.1.1 all rights to bring any proceedings and obtain any remedy in respect of the infringement, dilution or other violation of the Trade Marks which has occurred prior to the Completion Date; and
- 2.1.2 all common law rights in, and all the goodwill attaching to, the Trade Marks.

## **3 ARRANGEMENTS RELATING TO THE ASSIGNMENT AND TRANSFER**

- 3.1 With effect from the Completion Date, the Assignee shall be responsible for and bear all costs and expenses associated with the Trade Marks including, but not limited to, official fees associated with filing and recording any of the documents necessary to effect or complete the assignment of the Trade Marks, any continuing prosecution or maintenance of the Trade Marks, and the defence of any opposition or cancellation of the Trade Marks, and paying all costs, expenses and fees, including, but not limited to, attorney fees and legal and government fees and stamp duty. Assignor shall be responsible for all costs, expenses and fees associated with

the Trade Marks due and payable prior to the Completion Date.

- 3.2 The Assignor or its nominee shall, as requested by the Assignee, promptly transfer to the Assignee, or to a location or persons nominated by the 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.
- 3.3 For the avoidance of doubt, save as expressly set out in Clause 2, nothing in this Agreement shall be construed as granting the Assignee any rights to reproduce, apply, use or display in any way any trade marks, service marks, unregistered marks, trading names or other visual manifestations owned by the Assignor or any Affiliate of Assignor including, but not limited to, the Shell name and the Shell pecten.

#### **4 PROCEEDINGS**

The Assignor undertakes to provide the Assignee (at its request) with all reasonable assistance with any proceedings which may be brought by the Assignee against a third party or vice versa, or any other third party claims, in relation to the Trade Marks to the extent they relate to the period before the Completion Date. The Assignee shall indemnify the Assignor in respect of all out of pocket costs and expenses (including reasonable legal costs) incurred by it in providing the Assignee with such assistance.

#### **5 WARRANTIES**

- 5.1 The Assignor represents and warrants that the following representations, warranties and statements are and will be accurate, complete, true and correct in all respects, unless otherwise specified hereinafter (including, for the avoidance of doubt, in the Schedules) or disclosed in the Disclosure Letter, on the Completion Date:
  - 5.1.1 Schedule 1 contains a true and complete list of the Trade Marks (by country, trade mark, status, application/registration number, next renewal date and class and goods).
  - 5.1.2 The Trade Marks comprise all trade marks (including product names) used in the Target Business conducted by Assignor or Affiliates of Assignor in the two (2) years prior to the Completion Date except for trade marks consisting of or comprising the term "Shell" and/or the Shell emblem.
  - 5.1.3 The Assignor is entitled to validly transfer and assign the Trade Marks as contemplated by Clause 2.
  - 5.1.4 Except as set forth in the Disclosure Letter, the Assignor is the owner of all right, title, and interest in and to each of the Trade Marks, free and clear of all Liens, including any obligation to pay licence fees, royalties or other payments to any other person. Except in association with the regular sales of products to customers of Assignor and/or Affiliates of Assignor, and as otherwise set forth in the Disclosure Letter, the Assignor has not licensed (or otherwise authorized use of) to any person any of the Trade Marks.
  - 5.1.5 All official fees in relation to the filing and/or renewal of the Trade Marks that fall due before the Completion Date have been paid and all other measures required to uphold and reasonably defend the Trade Marks have been taken.
  - 5.1.6 To the Assignor's knowledge, the use of any of the Trade Marks in the Target Business does not infringe the intellectual property of any third parties and save as set

out in the Disclosure Letter, no Affiliate of Assignor that conducts part of the Target Business has received a written notice in the twelve (12) months preceding the Completion Date alleging that use of the Trade Marks in the Target Business infringes the intellectual property of any third parties.

5.1.7 Save as set out in the Disclosure Letter, none of the Trade Marks is involved in any interference, cancellation, reissue, reexamination, opposition or similar action or proceeding challenging the validity, use, enforceability or ownership of such Trade Mark. Save as set out in the Disclosure Letter, the Assignor has not in the twenty-four (24) months preceding the Completion Date received any written notice that any Trade Mark is being attacked or opposed by any person. To the knowledge of the Assignor, each of the Trade Marks is valid and enforceable.

5.1.8 To the Assignor's knowledge, no Trade Mark has been or is being infringed, misappropriated or violated by any person. Save as set out in the Disclosure Letter, no Affiliate of Assignor that conducts part of the Target Business has in the twenty-four (24) months preceding the Completion Date sent any written notice that any Trade Mark is being infringed by any person.

5.2 The Parties agree that the provisions of Schedule 5 of the Asset Purchase Agreement (Limitation on Liability) shall apply to the representations and warranties set forth in this Clause 5 above and are expressly incorporated in this Agreement to the same extent and with the same effect as if fully set forth herein. For the avoidance of doubt, claims under this Agreement shall be included in the monetary limitations set forth in paragraphs 1.1 and 2.1(b) of said Schedule 5.

## 6 NOTICES

6.1 Any notice given under or in connection with this Agreement shall only be effective if given in writing in English by one of the methods specified in Clause 6.2 and the parties hereto agree that notice given pursuant to this Clause 6 shall be valid effective notice for all and any proceedings and related applications anticipated by Clause 14 of this Agreement. Service of notice by any other means shall not be effective.

6.2 A notice shall be addressed as provided in Clause 6.3 and shall be:

6.2.1 personally delivered, in which case it shall be deemed to have been given upon delivery at the relevant address;

6.2.2 if within the same jurisdiction, sent by first class pre-paid post, in which case it shall be deemed to have been given two (2) Business Days after the date of posting;

6.2.3 if from one jurisdiction to another jurisdiction, sent by courier in which case it shall be deemed to have been given two (2) Business Days after delivery to the courier; or

6.2.4 sent by facsimile (with a copy sent on the same Business Day in accordance with Clauses 6.2.1, 6.2.2 or 6.2.3), in which case it shall be deemed to have been given when dispatched, but shall only be effective if its uninterrupted transmission can be confirmed by a transmission report of sender.

Any notice given or deemed to have been given after 3.00 pm on any Business Day or at any time on a day which is not a Business Day shall be deemed to have been given at 09.00 on the next Business Day.

6.3 The addresses and other details of the Parties referred to in Clause 6.2 are, subject to Clause 6.4:

For: Assignor

For the attention of: Head of IP Services

Address: 30 Carel van Bylandtlaan, The Hague, The Netherlands

Facsimile number: +31 70 377 2000;

For: Houghton Technical Inc.

For the attention of: David Hays

Address: Madison and Van Buren Avenues, Valley Forge, Pennsylvania,  
United States of America

Facsimile number: +1 302 573 3899

6.4 A Party may notify the other Party of a change to the address or any of the other details specified in Clause 6.3. Such notification shall only be effective on the later of the date specified in such notice or five (5) Business Days after the notice is given.

6.5 The provisions of this Clause shall not apply in relation to the service of any document in connection with litigation proceedings, claims, suits or actions.

## 7 ASSIGNMENT

7.1 The Assignor may at any time assign, transfer or otherwise dispose of, all or any part of its rights, benefits and/or obligations under this Agreement, including, without limitation sub-contracting or entering into any arrangement whereby another person is to perform any or all of its obligations under this Agreement.

7.2 Purchaser may at any time assign, transfer or otherwise dispose of, all or any party of its rights, benefits and/or obligation under this Agreement, including without limitation sub-contracting or entering into any arrangement whereby another person is to perform any or all of its obligations under this Agreement.

## 8 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

8.1 No term of this Agreement shall be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a Party other than an Affiliate.

8.2 The consent of any Affiliate shall not be required for the variation or termination of this Agreement, even if that variation or termination affects the benefit conferred on any such Affiliate.

## 9 RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall constitute, or be deemed to constitute, a partnership between the Parties nor, except as expressly provided, shall it constitute, or be deemed to constitute, either Party as being the agent of the other Party for any purpose.



## 10 WAIVER

- 10.1 No delay or omission by either Party in exercising any right, power or remedy provided by law or under this Agreement shall:
- 10.1.1 affect that right, power or remedy; or
  - 10.1.2 operate as a waiver of it.
- 10.2 The single or partial exercise of any right, power or remedy provided by law or under this Agreement shall not preclude any other or further exercise of it or the exercise of any other right, power or remedy.
- 10.3 No waiver of any right, power or remedy provided by law or under this Agreement shall take effect unless it is in writing and signed by authorised representatives of the Party giving the waiver.
- 10.4 Except as otherwise provided in this Agreement, the rights, powers and remedies contained in this Agreement are cumulative and not exclusive of any rights, powers and remedies provided by law.

## 11 INVALIDITY

If at any time any provision of this Agreement, other than the provisions of this Clause 11, is or becomes illegal, invalid or unenforceable in any respect under the law of any relevant jurisdiction, it shall not affect or impair:

- 11.1.1 the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
- 11.1.2 the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

## 12 AMENDMENTS AND VARIATIONS

This Agreement may not be amended or modified orally and no amendment or modification shall be effective unless it is in writing and signed by the authorised representatives of each of the Parties.

## 13 GOVERNING LAW

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

## 14 ARBITRATION

- 14.1 Any dispute, controversy or claim arising out of, or relating to, this Agreement (whether in tort, contract, under statute or otherwise), including any question regarding its existence, validity, interpretation, breach or termination (a "**Dispute**") shall be finally and exclusively resolved by arbitration in accordance with the UNCITRAL Arbitration Rules at present in force (the "**Rules**"), which Rules are deemed to be incorporated by reference into this Agreement.
- 14.2 The arbitral tribunal (the "**Tribunal**") shall consist of three arbitrators, to be appointed in accordance with the Rules.

- 14.3 If there is more than one claimant party and/or more than one respondent party, the claimant parties shall together appoint one arbitrator and/or the respondent parties shall together appoint one arbitrator and such parties shall be treated as a single claimant or a single respondent (as the case may be) for the purposes of articles 7 and 8 of the Rules.
- 14.4 The "**Appointing Authority**" shall be the LCIA, which shall also administer any arbitration commenced under this Agreement.
- 14.5 Should a vacancy arise because any arbitrator dies, resigns, refuses to act or becomes incapable of performing his functions, the vacancy shall be filled by the method by which the arbitrator was originally appointed. When a vacancy is filled, the newly established Tribunal shall have sole discretion to determine whether any hearings shall be repeated, save that if the chairman is replaced, any hearings held previously shall be repeated. This Clause 14.5 is in substitution for articles 13 and 14 of the Rules.
- 14.6 If any Dispute raises issues which are substantially the same as or connected with issues raised in a Dispute which has already been referred to arbitration under the Agreement (an "**Existing Dispute**") or arises out of substantially the same facts as are the subject of an Existing Dispute (a "**Related Dispute**"), then the Tribunal appointed or to be appointed in respect of any such Existing Dispute shall also be appointed as the Tribunal in respect of any Related Dispute, save where the Tribunal considers such appointment would be inappropriate.
- 14.7 Where, pursuant to the above provisions, the same Tribunal has been appointed in relation to two or more Related Disputes, the Tribunal may order that the whole or part of the matters at issue shall be heard together upon such terms or conditions as the Tribunal thinks fit. The Tribunal shall have power to make such directions and any interim, partial or final awards as it considers just and desirable.
- 14.8 The seat of the arbitration shall be in London, England. The language of the arbitration shall be English.
- 14.9 Nothing in this Clause 14 shall be construed as preventing any party from seeking conservatory or similar interim relief from any court of competent jurisdiction.
- 14.10 Any award of the Tribunal shall be made in writing and shall be final and binding on the parties. The Parties undertake to carry out the award without delay.
- 14.11 The Parties hereby waive any right to apply to any court of law and/or other judicial authority to determine any preliminary point of law and/or review any question of law and/or the merits, insofar as such waiver may validly be made. The parties shall not be deemed, however, to have waived any right to challenge any award on the ground that the Tribunal lacked substantive jurisdiction and/or the ground of serious irregularity affecting the Tribunal, the proceedings or the award.

## 15 ENTIRE AGREEMENT

- 15.1 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.
- 15.2 Each Party acknowledges that it has not relied upon any pre-contractual statements in agreeing to enter into this Agreement.
- 15.3 Except in the case of fraud, no Party shall have any right of action against any other Party

arising out of or in connection with any pre-contractual statement except to the extent that it is repeated in this Agreement.

- 15.4 For the purposes of this clause, "pre-contractual statement" includes but is not limited to any agreement, undertaking, representation, warranty, promise, assurance, arrangement or draft of any nature whatsoever, whether or not in writing, relating to the subject matter of this Agreement and which is not repeated in this Agreement made by any person at any time before the date of this Agreement.

## **16 COSTS AND EXPENSES**

Except as otherwise stated in any provision of this Agreement, each Party shall bear its own costs arising out of or in connection with the preparation, negotiation and implementation of this Agreement and all other documents referred to in it.

## **17 COUNTERPARTS**


This Agreement may be executed in any number of counterparts, and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all counterparts shall together constitute one and the same instrument.

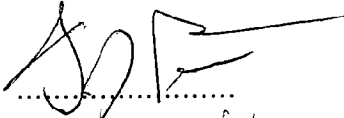
## **18 LANGUAGE**

Each notice or other communication under or in connection with this Agreement shall be in English or if not in English, accompanied by an English translation made by a translator and certified by an officer of the Party giving the notice to be accurate.

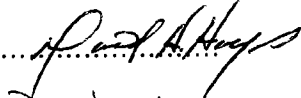
AS WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate original on the dates indicated below.

For and on behalf of  
**SHELL TRADEMARK MANAGEMENT B.V.**

Signature:   
Name: T.P.A. Maysinga  
Position: Director  
Date: 18 January 2011

Signature:   
Name: Sant J. Verhagen  
Position: Director  
Date: 18 January 2011

For and on behalf of  
**HOUGHTON TECHNICAL CORP.**

Signature:   
Name: David Hays  
Position: Vice President  
Date: 31/1/11

SCHEDULE 1

THE TRADE MARKS

Country	Trademark	Appln / Regn No	Application Date	Renewal Due	Remarks	Class
United States of America	DROMUS	639915	19 Jun 1956	15 Jan 2017		4
United States of America	ENSIS COMPOUND	413827	17 Oct 1944	15 May 2015		1
United States of America	FENELLA	2930640	27 Aug 2003	8 Mar 2015		4
United States of America	GARIA	640245	22 Jun 1956	22 Jan 2017		4
United States of America	MACRON	639917	19 Jun 1956	15 Jan 2017		4
United States of America	VOLUTA	648089	3 Dec 1956	9 Jul 2017		4