

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
Ramco-U.S.A., Inc.		01/31/2012	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Global GL, LC		
Street Address:	29714 Highway 27		
City:	Dundee		
State/Country:	FLORIDA		
Postal Code:	33838		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2039573	GREASED LIGHTNING GL3000	
Registration Number:	1756367	MARINE FORMULA GL9000	
CORRESPONDENCE DATA			
Fax Number:	(813)229-4133		
Phone:	813-223-7000		
Email:	trademarks@carltonfields.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Stephen J. Leahu		
Address Line 1:	P.O. Box 3239		
Address Line 2:	Attn: IP Dept.		
Address Line 4:	Tampa, FLORIDA 33601-3239		
ATTORNEY DOCKET NUMBER:	AMALIE		
NAME OF SUBMITTER:	Stephen J. Leahu		
Signature:	/Stephen J. Leahu/		

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TRADEMARK

Date:

02/07/2012

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment") is entered into as of January 31, 2012 (the "Effective Date") by **RAMCO-U.S.A., INC.**, a Florida corporation ("Assignor") in favor of **GLOBAL GL, LC**, a Florida limited liability company, or its designee ("Assignee").

WHEREAS, The Assignor and the Assignee desire that, on the Effective Date, the Assignor shall assign to Assignee, and Assignee shall acquire from the Assignor, the Assignor's intellectual property rights relating to the "Greased Lightning" product line, including without limitation the "Greased Lightning" trademarks and service marks, the formulations for products relating to the "Greased Lightning" product line, all labels, packaging designs and marketing materials, all upon the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Assignment

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor hereby irrevocably grants, transfers and assigns to Assignee, all worldwide common law and statutory right, title and interest in and to any and all rights in and to the intellectual property relating to the "Greased Lightning" product line (the "Intellectual Property") that Assignor has or may have, including without limitation the intellectual property listed in **Exhibit "A"**, together with any and all of the goodwill associated with any such Intellectual Property and any and all rights to take legal action to collect damages and seek other remedies for past, present and future infringements thereof. Assignor further agrees to cooperate with Assignee and execute such further documentation Assignee reasonably determines is desirable, necessary or required to evidence and effectuate the transfer and recordation of any such rights, including in relevant governmental agencies in the United States and foreign jurisdictions.

To the extent any separate assignments are executed and/or recorded in connection with any assigned intellectual property, such separate assignment shall be deemed to be a memorialization of the transfer of rights, title, and interests described in this Assignment and, to the extent any such separate assignment or other document is inconsistent with this Assignment, the separate assignment or other document and this Assignment shall be interpreted together such that the maximum possible rights, title and interest are assigned and transferred to Assignee.

Assignor hereby authorizes Assignee, its successors and assigns, to take any appropriate action in connection with the assigned intellectual property (including, without limitation, all applications and registrations therefor), in the name of the Assignor.

Any nation or state, or agency or representative thereof, or individual, partnership, corporation, or other entity, may rely without further inquiry upon the powers and rights granted to Assignee and its successors and assigns herein and upon any notarization, certification,

verification, affidavit, or jurat by any notary public of any state relating to the authorization, execution, and delivery of this Assignment of the authenticity of any copy, conformed or otherwise, hereof.

The terms and provisions of this Agreement shall be binding upon and shall extend to, and inure to the benefit of the parties and their successors and assigns. This Agreement shall be construed under the laws of the State of Florida, without reference to principles of conflicts of laws.

The parties agree that any principle of construction or rule of law that provides that an agreement shall be construed against the drafter of the agreement in the event of any inconsistency or ambiguity in such agreement shall not apply to the terms and conditions of this Agreement.

Confidentiality

Assignor and Assignee agree to maintain the confidentiality and secrecy of any confidential information and trade secrets included in the Intellectual Property, including without limitation the formulas identified in Exhibit A. In the case of trade secrets, the obligation to maintain confidentiality and secrecy shall continue for as long as such remain trade secrets, as defined under Florida law, but in no event for less than five years from the Effective Date. For all other confidential information, the obligation to maintain confidentiality and secrecy shall continue for five years from the Effective Date. It is understood and agreed that neither the foregoing nor anything else in this Agreement shall be construed to prevent Assignee from disclosing and/or assigning such confidential information and trade secrets to a successor in connection with the sale of all or part of Assignee's business or assets.

Representations and Warranties

The Assignor represents and warrants the following:

(a) Exhibit A attached hereto sets forth a complete list of the intellectual property that relates to the "Greased Lightning" product line.

(b) The Assignor owns, free and clear of all security interests, licenses, liens or other obligations, all such intellectual property without any conflict with or infringement of the rights of others and the consummation of the assignment and transfer contemplated hereby will not alter or impair in an adverse manner the Intellectual Property.

(c) The Assignor is not aware of and has not received any communications regarding any allegation that use of the Intellectual Property by Assignor or any licensee or agent of the Assignor violates in any respect any other person's rights.

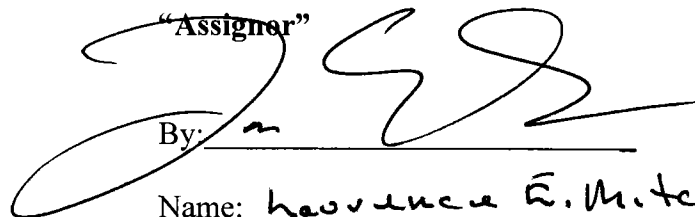
(d) No third party or employee of the Assignor or independent contractor of the Assignor has any claim, right (whether or not currently exercisable), or interest to or in any Intellectual Property.

(e) Neither the execution, delivery or performance of this Assignment will, with or without notice or the lapse of time or both, result in or give any other person the right or option to cause or declare: (i) a loss of, or lien on, any Intellectual Property; (ii) the release, disclosure or delivery of any Intellectual Property by or to any escrow agent or other person; or (iii) the grant, assignment or transfer to any other person of any license or other right or interest under, to or in the Intellectual Property.

[Signatures appear on the following page.]

Dated as of the Effective Date.

RAMCO USA, INC.

"Assignor"
By: 
Name: Laurence E. Mitchell
Title: President

GLOBAL GL, LC

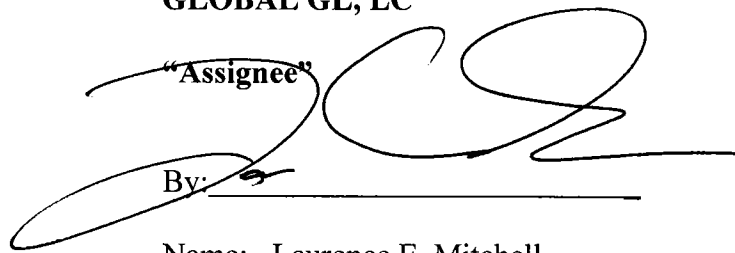
"Assignee"
By: 
Name: Laurence E. Mitchell
Title: Manager

Exhibit A

All intellectual property associated with, or used in connection with, the "Greased Lightning" product line, including, without limitation:

(a) all trademarks (registered or unregistered), service marks, brand names, trade names, domain names, certification marks, trade dress, assumed names, other indications of origin and the goodwill associated therewith, and all registrations or applications for registration thereof in any jurisdiction, including any extension, modification or renewal of any such registration or application, and including without limitation the GREASED LIGHTNING GL3000 registered mark, Registration No. 2,039,573, and the MARINE FORMULA GL9000 registered mark, Registration No. 1,756,367;

(b) all patents, patent applications, continuations, continuations-in-part, divisionals and foreign counterparts in any jurisdiction, and any inventions whether patented, patentable or not;

(c) all copies and copyrights, database rights and moral rights in both published works and unpublished works, including all such rights in software, packages, data sheets, labels, user and training manuals, marketing and promotional materials, internal reports, business plans and any other writings, expressions, mask works, firmware and videos, whether copyrighted, copyrightable or not, and all registrations or applications for registration of copyrights thereof and any renewals or extensions thereof in any jurisdiction;

(d) trade secret and confidential information, and rights in any jurisdiction to limit the use or disclosure thereof by a third party, including such rights in inventions, discoveries and ideas, whether patented, patentable or not in any jurisdiction (and whether or not reduced to practice), know-how, customer lists, technical information, proprietary information, technologies, processes and formulae, software, data, plans, drawings and blue prints, whether tangible or intangible and whether stored, compiled, or memorialized physically, electronically, photographically or otherwise, and including without limitation the formulas for past and present versions of the following products: Greased Lightning GL0200, Greased Lightning GL3000, Greased Lightning GL3000S, Greased Lightning GL3001, Greased Lightning GL4000, Greased Lightning GL4000S, Greased Lightning GL5500, Greased Lightning GL6600, Greased Lightning GL8000, Greased Lightning GL9001, Greased Lightning GL9900; and

(e) any and all intellectual property or proprietary rights similar to any of the foregoing, licenses (whether implied or otherwise), immunities, obligations to assign, transfer or license, covenants not to sue and the like relating to the foregoing, and any claims or causes of action arising out of or related to any infringement, misuse or misappropriation of any of the foregoing, including actions arising out of infringements, misuses, or misappropriations that occurred prior to the effective date of this Assignment, including, without limitation any and all formulations, patents, inventions, know-how, trade secrets, testing information, service marks, logos, trademarks, brand names, trade names, domain names, certification marks, Universal Product Codes ("UPCs"), trade dress, assumed names, goodwill, copyrights, database rights, moral rights, software, user and training manuals, marketing materials, promotional materials, internal reports, business, confidential information, model releases, publication rights, customer lists, customer contracts, vendor lists, vendor contracts, royalty and licensing agreements, web sites, artwork, digital files, paper files, phone numbers, accounting records, financial information, business prospects, historical sales and business operations information and performance and any software used to account for or design the Greased Lightning product line.