

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM298360

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STOLT-NIELSEN LIMITED		01/31/2014	Limited Company: BERMUDA
RECEIVING PARTY DATA			
Name:	Stolt-Nielsen TM B.V.		
Street Address:	Westerlaan 5		
City:	Rotterdam		
State/Country:	NEW JERSEY		
Postal Code:	3016CK		
Entity Type:	besloten vennootschap (b.v.): NETHERLANDS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1555136	S	
CORRESPONDENCE DATA			
Fax Number:	2128594000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	teas@friedfrank.com, victoria.doyle@friedfrank.com		
Correspondent Name:	Victoria J. B. Doyle		
Address Line 1:	One New York Plaza		
Address Line 2:	Fried Frank LLP		
Address Line 4:	New York, NEW YORK 11231		
ATTORNEY DOCKET NUMBER:	STOLT - S DEVICE [5879]		
DOMESTIC REPRESENTATIVE			
Name:	Victoria J. B. Doyle		
Address Line 1:	One New York Plaza		
Address Line 2:	Fried Frank LLP		
Address Line 4:	New York, NEW YORK 10004-1980		
NAME OF SUBMITTER:	Victoria J. B. Doyle		
SIGNATURE:	/vjbd/		
DATE SIGNED:	03/17/2014		

CH \$40.00 1555136

Total Attachments: 1

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment") is effective as of January 31, 2014, between Stolt-Nielsen Limited of One Bermudiana Road, XL House, Hamilton, Bermuda HM 11 ("Assignor"); and Stolt-Nielsen TM B.V. of Westerlaan 5, 3016CK Rotterdam, the Netherlands ("Assignee").

WHEREAS, Assignor is the registered owner of U.S. Registration No. 1,555,136 (the "Registration") for the Trademark "S" (stylized) as shown in the Registration (the "Trademark") before the United States Patent and Trademark Office;

WHEREAS, Assignee is desirous of acquiring all right, title, and interest in and to the Trademark, the goodwill of the business associated therewith and symbolized thereby, and the Registration thereof; and

WHEREAS, Assignor has agreed to sell and assign the Trademark, including the Registration, to Assignee subject to the terms and conditions set forth in this Assignment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for €1 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby irrevocably assigns and transfers to Assignee: (a) all right, title and interest in and to the Trademark, the goodwill of the business associated therewith and symbolized thereby, and the Registration thereof; (b) the right to sue, either at law or in equity, for any past, present or future infringement and dilution with respect to the Trademark and Registration, and the right to settle, recover and retain proceeds from any such actions; (c) the right to secure further registrations of the Trademark; (d) the right to initiate other proceedings before all government and administrative bodies with respect to the Trademark and Registration; and (e) any other rights Assignor may have in the Trademark (including any common law trademark rights therein) arising under the laws of any state, district, or insular area of the United States. Assignor hereby authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Assignment.

2. This Assignment shall in all respects be governed by, and construed in accordance with, the laws (excluding conflict of laws rules and principles) of the State of New York applicable to agreements made and to be performed entirely within such State, including all matters of construction, validity, and performance. This Assignment may be executed by facsimile signatures and in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Assignment by their duly authorized officers as of the date first set forth above.

Stolt-Nielsen Limited

By: 

Name: J. G. Wainwright

Title: F.V.P.

Stolt-Nielsen TM B.V.

By: 

Name: Rolf Althen

Title: Director