

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307873

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Castrol Limited		06/01/2014	CORPORATION: WALES
RECEIVING PARTY DATA			
Name:	Solutia, Inc.		
Street Address:	2711 Centerville Road, Suite 400		
City:	Wilmington, New Castle County		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86064186	HALO	
CORRESPONDENCE DATA			
Fax Number:	4232294137		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	423-229-5515		
Email:	etwomey@eastman.com		
Correspondent Name:	Elizabeth Twomey		
Address Line 1:	100 North Eastman Road		
Address Line 4:	Kingsport, TENNESSEE 37660		
NAME OF SUBMITTER:	Elizabeth Twomey		
SIGNATURE:	/etwomey/		
DATE SIGNED:	06/17/2014		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Assignment**”) dated as of June 1, 2014 is made and entered into by and among Castrol Limited, a corporation organized and existing under the laws of England and Wales (“**Assignor**”), and Solutia Inc., a corporation organized and existing under the laws of the State of Delaware (“**Buyer**”).

WHEREAS, BP Lubricants USA Inc. (“**Seller**”) and Buyer are parties to that certain Asset Purchase Agreement, dated as of January 23, 2014, as amended (the “**Purchase Agreement**”) pursuant to which Seller and certain of its Affiliates have agreed to sell and Buyer has agreed to purchase the Purchased Marks;

WHEREAS, Assignor is the owner of Purchased Marks, including the trademark applications and registrations set forth on Schedule A; and

WHEREAS, Assignor wishes to assign to Buyer, and Buyer wishes to acquire from Assignor, all of Assignor’s rights in the Purchased Marks, including the trademarks and trademark applications set forth on Schedule A, together with the goodwill of the business associated therewith.

NOW, THEREFORE, for good and valuable consideration, including the premises and covenants set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Agreement; Conflicts. This Assignment is executed and delivered pursuant to the Purchase Agreement and made subject to the representations and warranties of the Seller contained therein. Assignor hereby specifically incorporates by reference all of the representations, warranties and covenants contained in the Purchase Agreement. In the event of any conflict between the Purchase Agreement and this Assignment, the Purchase Agreement shall prevail and govern. All capitalized terms used but not defined herein shall have the meaning ascribed to them in the Purchase Agreement.

2. Assignment. Assignor hereby irrevocably sells, assigns, transfers and sets over to Buyer all of Assignor’s right, title and interest in and to the Purchased Marks, all common law rights and goodwill associated with the Purchased Marks, and any and all renewals and extensions of the Purchased Marks that may be secured under the laws now or hereafter in effect in the United States or any other jurisdiction, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Time or thereafter related to any of the foregoing, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Purchased Marks, with the right to sue for and collect the same for Buyer’s own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

3. Recordation. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Buyer as owner of the Purchased Marks and issue any and all registrations issued thereon to Buyer, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of

Buyer and its successors, assigns or other legal representatives. Buyer shall have the right to record this Assignment with all applicable government authorities and registrars so as to perfect its ownership of the Purchased Marks.

4. Further Assurances; Limited Power of Attorney. Assignor shall provide Buyer, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Buyer's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, specimens, assignments, powers of attorney or other documentation as may be reasonably required) as are requested by Buyer in connection with (i) perfection of the rights assigned herein, including the preparation, execution, and delivery of all documentation which may be reasonably necessary to further document and record the assignment of the Purchased Marks made herein, (ii) the prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Purchased Marks, this Assignment or the assignment made hereby; and (iii) obtaining any additional protection that Buyer may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country. If Buyer is unable for any reason, after reasonable effort, to secure the Assignor's signature on any document needed in connection with the actions specified above, Assignor hereby irrevocably designates and appoints Buyer and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by the Assignor.

5. Counterparts. This Assignment may be executed in one or more counterparts (including by means of facsimile or other electronic communications), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.


6. Choice of Law. This Agreement and the legal relations between the parties shall be governed by, and construed in accordance with the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

7. Waiver of Jury Trial; Consent to Jurisdiction. EACH PARTY WAIVES IRREVOCABLY ANY AND ALL RIGHTS IT MAY HAVE TO TRIAL BY JURY. EACH PARTY HERETO HEREBY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND OF ANY NEW YORK STATE COURT SITTING IN THE COUNTY OF NEW YORK, STATE OF NEW YORK FOR PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY HERETO IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

[Signature Page Follows]

IN WITNESS WHEREOF, Castrol Limited and Solutia Inc. have caused this Assignment to be executed by their respective, duly authorized representatives as of the Effective Time.

CASTROL LIMITED

By: 
Name: ANDREW ROW
Title: DIRECTOR

SOLUTIA INC.

By: _____
Name: _____
Title: _____

Signature Page to Trademark Assignment

IN WITNESS WHEREOF, ~~BP Lubricants USA Inc.~~ ^JCastrol ^JLimited and Solutia Inc. have caused this Assignment to be executed by their respective, duly authorized representatives as of the Effective Time.

~~CASTROL~~ ^JLIMITED

By: _____
Name: _____
Title: _____

~~BP LUBRICANTS USA INC.~~ ^e

By: _____
Name: _____
Title: _____

SOLUTIA INC.

By: ^{David A. Golden}
Name: David A. Golden
Title: Director

Signature Page to Trademark Assignment

TRADEMARK

REEL: 005303 FRAME: 0858

**SCHEDULE A TO
TRADEMARK ASSIGNMENT**

Trademark	Country	Application Date	Application No	Registration Date	Registration No	Trademark Status
AVIATOR	Canada	10 Jun 2003	1 179 694	17 Jun 2009	TMA742126	Registered
AVIATOR	Libya	7 May 2006	6970			Pending
AVIATOR	New Zealand	12 May 2003	678826	2 May 2003	678826	Registered
AVIATOR*	Venezuela	30 May 2003	7014-2003			Pending
HALO	CTM	13 Apr 2012	10805695	11 Sep 2012	10805695	Registered
HALO	United States of America	13 Sept 2013	86/064,186			Pending

*This application was rejected by the Venezuelan Trademark Office. Castrol Limited has filed an appeal and is awaiting an update from the Venezuelan Trademark Office, but has been informed that the office is heavily back-logged.