

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413354

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Infineum International Limited		12/30/2016	Corporation: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Lubricating Specialties Company		
Street Address:	8015 Paramount Boulevard		
City:	Pico Rivera		
State/Country:	CALIFORNIA		
Postal Code:	90660		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	0314956	VISTONE	
Registration Number:	0314040	VISTONE	
Registration Number:	1953086	VISTONE	
CORRESPONDENCE DATA			
Fax Number:	2122234134		
<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:	(212) 895-4261		
Email:	edocket@crowell.com,majitsingh@crowell.com		
Correspondent Name:	Jennifer Rodriguez		
Address Line 1:	Crowell & Moring LLP		
Address Line 2:	590 Madison Avenue, 20th Floor		
Address Line 4:	New York, NEW YORK 10022-2524		
ATTORNEY DOCKET NUMBER:	112560.0000003		
NAME OF SUBMITTER:	Jennifer Rodriguez		
SIGNATURE:	/Jennifer Rodriguez/		
DATE SIGNED:	01/24/2017		
Total Attachments: 5			
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Execution

Trademark Assignment and Assumption Agreement

This Trademark Assignment and Assumption Agreement ("Assignment Agreement") dated as of 30 December 2016, is made by Infineum International Limited ("Assignor"), an English private limited liability company registered in England under number 03623664, located at Corporate Centre, PO Box 1, Milton Hill, Abingdon, Oxfordshire OX13 6BB, England, in favor of Lubricating Specialties Company ("Assignee"), a California corporation, located at 8015 Paramount Boulevard, Pico Rivera, California 90660, USA.

WHEREAS, Assignor and Assignee have, together with Infineum USA L.P., entered into a certain Asset Purchase Agreement dated as of 10 August 2016 (as amended, the "Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to assign its rights, title and interests in the Trade Mark as defined below, together with the goodwill of the business connected in and to the Trade Mark, if any.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Definitions. All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.

Assignment. In consideration of the sum of US\$0.04 million paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged by the Assignor, the Assignor hereby transfers and assigns to the Assignee, from the date of this Assignment Agreement:

(a) The trademark "VISTONE" ("Trade Mark") and all registrations of the Trade Mark including those as set forth in the Schedule hereto;

(b) all rights of action and benefits arising from the ownership of the Trade Mark including, without limitation, the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising on or after the date of this Assignment Agreement.

Terms of the Purchase Agreement. The terms of the Purchase Agreement, including the representations and warranties, relating to the Trade Mark are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations and warranties contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

Save as set out in the Purchase Agreement, Assignor makes no other representations, warranties, agreements, covenants or indemnities, whether express or implied in relation to validity, use or enforcement of the Trade Mark.

Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the laws of the State of New Jersey without giving effect to any choice or conflict of law provision or rule (whether of the State of New Jersey or any other jurisdiction).

Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to

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have the same legal effect as delivery of an original signed copy of this Agreement.

Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

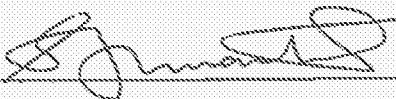
INFINEUM INTERNATIONAL LIMITED

By: 

Name: Celia Locke
VVP Marketing and Technology

Title: _____

LUBRICATING SPECIALTIES COMPANY

By: 

Name: SYDNEY THWAITES

Title: PRESIDENT & CEO

SCHEDULE
TRADE MARK REGISTRATIONS

Country	Trade Mark	Class	Status	Registration No.	Registration Date
Australia	VISTONE	1	Registered	669948	17-Aug-95
Australia	VISTONE	1	Registered	109869	13-May-52
Benelux	VISTONE	1	Registered	101642	31-Dec-71
Brazil	VISTONE	1	Registered	790088193	13-Oct-81
Canada	VISTONE	1	Registered	459044	07-Jun-96
Canada	VISTONE		Registered	UCA02971	17-Apr-09
Chile	VISTONE	1	Registered	976609	03-Jun-82
China P.R.	VISTONE	1	Registered	158124	30-May-82
EU Trade Mark	VISTONE	1	Registered	6322523	04-Sep-08
Estonia	VISTONE	1	Registered	9422	22-Mar-94
Finland	VISTONE	1	Registered	34873	24-Feb-60
France	VISTONE	1	Registered	1472036	29-Aug-68
Georgia	VISTONE	1	Registered	2399	17-Jun-96
Germany	VISTONE	4	Registered	632775	26-May-50
Germany	VISTONE	1	Registered	620365	26-May-50
Great Britain	VISTONE	1	Registered	643625	09-Jan-46
Great Britain	VISTONE	4	Registered	643626	09-Jan-46

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India	VISTONE	1	Registered	201793	11-Apr-61
Ireland	VISTONE	1	Registered	57396	10-Mar-55
Italy	VISTONE	1	Registered	869679	09-Apr-79
Japan	VISTONE	1	Registered	3294552	25-Apr-97
Japan	VISTONE	4	Registered	651044	26-Aug-64
Latvia	VISTONE	1	Registered	M14490	20-Apr-94
Liberia	VISTONE	1	Registered	15586/121	17-May-71
Lithuania	VISTONE	1	Registered	7445	11-Jun-93
Malaya	VISTONE	1	Registered	M/35436	20-Apr-61
Mexico	VISTONE	1	Registered	397850	29-Jul-91
New Zealand	VISTONE	1	Registered	73568	25-Jun-63
Norway	VISTONE	1	Registered	43308	22-Dec-50
Pakistan	VISTONE	1	Registered	34349	17-Apr-61
Poland	VISTONE	1	Registered	86172	05-Aug-93
Republic of Korea	VISTONE	1, 4	Registered	295912	12-Aug-94
Russian Federation	VISTONE	1	Registered	51121	05-Apr-74
Sabah	VISTONE	1	Registered	8678	02-Apr-62
Sarawak	VISTONE	1	Registered	4162	09-May-62
Saudi Arabia	VISTONE	1	Registered	88/92	01-Sep-79

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Singapore	VISTONE	1	Registered	28464	20-Apr-61
South Africa	VISTONE	1	Registered	302/57/1	04-Feb-57
South Africa	VISTONE	4	Registered	302/57/2	04-Feb-57
Sweden	VISTONE	1	Registered	72379	01-Aug-52
Switzerland	VISTONE	1, 5	Registered	328807	15-Nov-63
Turkey	VISTONE	1, 4	Registered	80125	07-Mar-74
Ukraine	VISTONE	1	Registered	5716	05-Apr-04
United States	VISTONE	1	Registered	0314956	17-Jul-34
United States	VISTONE	4	Registered	0314040	19-Jun-34
United States	VISTONE	1	Registered	1953086	30-Jan-96
Venezuela	VISTONE	1	Registered	49287	10-Mar-65

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