

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM421310

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
Inolox Investment Corp.		01/03/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Zschimmer & Schawz, Inc.		
<b>Street Address:</b>	70 Georgia Highway 22 West		
<b>City:</b>	Milledgeville		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	31061-6606		
<b>Entity Type:</b>	Corporation: GEORGIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1063692	LEXOLUBE	
<b>Registration Number:</b>	4561167	MOTHER NATURE'S SECOND CHOICE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4046856929		
<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>			
<b>Phone:</b>	4048153924		
<b>Email:</b>	mbedsole@sgrlaw.com		
<b>Correspondent Name:</b>	Courtney A. Thornton		
<b>Address Line 1:</b>	1230 PEACHTREE STREET, N.E.		
<b>Address Line 2:</b>	SUITE 3100 - PROMENADE		
<b>Address Line 4:</b>	ATLANTA, GEORGIA 30309		
<b>NAME OF SUBMITTER:</b>	Courtney A. Thornton		
<b>SIGNATURE:</b>	/COURTNEY A. THORNTON/		
<b>DATE SIGNED:</b>	03/28/2017		
<b>Total Attachments: 7</b>			
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## IP ASSIGNMENT AGREEMENT

THIS AGREEMENT ("IP Assignment Agreement"), is executed as of January 3, 2017 ("Closing Date"), by and among Inolex, Incorporated, a Delaware corporation ("Seller"), Inolex Investment Corp., a Delaware corporation ("IP Seller," and together with Seller, the "Sellers" or "Assignors") and Zschimmer & Schwarz, Inc., a Georgia corporation ("Buyer" or "Assignee"). Capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in that certain Asset Purchase Agreement dated December 12, 2016 ("Purchase Agreement"), by and among Buyer, Seller, and IP Seller. All acts, obligations, and covenants of Assignors under this IP Assignment Agreement shall be joint and severally whether or not so expressly stated.

### RECITALS

A. Pursuant to Section 2.2 of the Purchase Agreement, Assignors have agreed to sell, assign, convey, transfer and deliver to Assignee, and Assignee has agreed to purchase and acquire from Assignors all of the Purchased IP Assets; and

B. Assignors have agreed to execute such instruments as Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure, and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of such assets; and

C. Assignors have agreed to execute and deliver this IP Assignment Agreement for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, in consideration of the foregoing and the mutual benefits set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee, intending to be legally bound, hereby agree as follows:

**Section 1 Assignment of Intellectual Property.** Upon the terms set forth in the Purchase Agreement, Assignors, jointly and severally, hereby irrevocably sell, assign, convey, and transfer to Assignee, and Assignee hereby purchases and acquires from Assignors, free and clear of all Encumbrances, all of the Purchased IP Assets, including the respective rights, title and interests of Assignors in, to and under the following:

a. all trademarks and service marks and applications, registrations and renewals in connection therewith listed or described in Schedule A;

b. all patents and patent applications, together with all legal equivalents and all continuations, divisionals, renewals and reissues or reexaminations resulting therefrom, including the right to claim priority, listed or described in Schedule A;

c. all copyrights and copyrightable works listed or described in Schedule A, and all registrations, applications, extensions and renewals related to the foregoing;

d. all trade secrets, know-how, confidential or proprietary information, ideas, related processes and techniques, research and development information, lab records, test results, quality assurance reports, process improvements, plans, proposals, technical data and manuals, recipes, formulations, process technology, plans, designs, drawings, specifications, blue prints, inventions and discoveries, wherever located, in each case which are exclusively used or held for use in the Business;

e. all income, royalties, damages and payments relating to any of the foregoing whether accrued, due or payable as of the Closing Date or thereafter (including damages and payments for past, present and future infringements or misappropriations thereof, the right to sue and recover for past, present and future infringements or misappropriations thereof); and

f. any and all corresponding rights that, now or hereafter, may be secured throughout the world.

**Section 2 Recordation and Further Actions.** Assignors hereby authorize the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment Agreement upon request by Assignee.

**Section 3 Further Assurances.** Assignors hereby covenant and agree that they shall, from time to time after the Closing Date, at the reasonable request of Assignee, (a) execute and deliver such further instruments of sale, assignment, conveyance, transfer and delivery to Assignee as shall be reasonably necessary or appropriate to vest in Assignee good and indefeasible title to the Intellectual Property, to otherwise establish the record of Assignee's title thereto, or to more effectively consummate the assignments contemplated hereby, and (b) assist Assignee, at Assignee's request and at Assignee's sole cost and expense, in exercising any rights with respect thereto.

**Section 4 Terms of the Asset Purchase Agreement.** The parties hereto acknowledge and agree that this IP Assignment Agreement is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Sellers and Buyer with respect to the Purchased IP Assets. The representations, warranties, covenants, agreements, and indemnities 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.

**Section 5 Successors and Assigns.** The terms and provisions of this IP Assignment Agreement shall be binding upon, and inure to the benefit of, Assignors and Assignee, and each of their respective successors and assigns.

**Section 6 Third Party Beneficiaries.** Nothing in this IP Assignment Agreement is intended to or shall confer upon any Person other than the parties and their respective successors and assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this IP Assignment Agreement or any transaction contemplated by this IP Assignment Agreement.

**Section 7 Governing Law.** This IP Assignment Agreement and the rights and obligations of the parties shall be governed by and shall be enforced and interpreted in accordance with the laws of the State of New York, without regard to conflicts of law doctrines.

**Section 8 Counterparts.** This IP Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies (facsimile or original) of signatures to this IP Assignment Agreement shall be deemed to be originals and shall be binding to the same extent as original signatures.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment Agreement to be duly executed and delivered as of the date first set forth above.

ASSIGNORS:

INOLEX, INCORPORATED

By: 

David C. A. Plimpton, Chief Executive Officer  
and President

INOLEX INVESTMENT CORP.

By: 

David C. A. Plimpton, President

ASSIGNEE:

ZSCHIMMER & SCHWARZ, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment Agreement to be duly executed and delivered as of the date first set forth above.

ASSIGNORS:

INOLEX, INCORPORATED

By: \_\_\_\_\_  
David C. A. Plimpton, Chief Executive Officer  
and President

INOLEX INVESTMENT CORP.

By: \_\_\_\_\_  
David C. A. Plimpton, President

ASSIGNEE:

ZSCHIMMER & SCHWARZ, INC.

By: \_\_\_\_\_  
Name: William D. Bush Jr  
Title: CEO

Signature Page to IP Assignment Agreement

TRADEMARK  
REEL: 006020 FRAME: 0230

**SCHEDULE A**  
**INTELLECTUAL PROPERTY**  
**TRADEMARKS**

Mark	Registration Date	Registration Number
Lexolube	April 19, 1977	1063692
Mother Nature's Second Choice	July 1, 2014	4561167
LEXOCON (common law rights only; unregistered)	N/A	N/A

**PATENTS**

INOLEX NICKNAME OR PRODUCT	APPLICATION NUMBER	FILING DATE	PAT. OR PUB. NUMBER	ISSUE OR PUB. DATE	STATUS
<b>Family 163: Pyromellitate &amp; Polyol Ester Mixture</b> Inventor: HOUSEL, Tyler					
LEXOLUBE Portfolio (Lexolube SE-220 OCL)	62/423,626	November 17, 2016	--	--	Pending
<b>Family 66: Food Grade High Temperature Lubricants</b> Inventors: HOUSEL, Tyler & BURGO, Rocco					
LEXOLUBE portfolio	2726988	6/3/2009	2,726,988	2/10/2015	Granted
	09759357.8	6/3/2009	2318492	05/11/2011	Pending
	12/477,795	6/3/2009	2009/0298731 A1	12/3/2009	Pending
	PCT/US2009/04615	6/3/2009	2009/149198 A1	12/10/2009	Expired
	61/058,493	6/3/2008	--	--	Expired
<b>Family 50: Improved High Temperature Lubricants</b> Inventors: BURGO, Rocco & HOUSEL, Tyler					
LEXOLUBE Portfolio "HP" Products	1981955	1/30/2007	602007032547.1 Germany	8/28/2013	Issued
	07762776.8	1/30/2007	1981955 France	8/28/2013	Issued
	07762776.8	1/30/2007	1981955 Great Britain	8/28/2013	Issued
	07762776.8	1/30/2007	1981955 Italy	8/28/2013	Issued
	07762776.8	1/30/2007	1981955 Netherlands	8/28/2013	Issued
	07762776.8	1/30/2007	1981955 European	8/28/2013	Granted
	11/699,946	1/30/2007	2007/0179069	8/2/2001	Pending



INOLEX NICKNAME OR PRODUCT	APPLICATION NUMBER	FILING DATE	PAT. OR PUB. NUMBER	ISSUE OR PUB. DATE	STATUS
	PCT/US2007/00263 2	1/20/2007	--	--	Expired
	60/793,297	1/30/2006	1/30/2007	2007/089835	Expired
<b>Family 35: Hydrolytically Stable Esters For Use in Metal Working Fluid Additives</b>					
<b>Inventors: BURGO, Rocco &amp; KENNEDY, Paul</b>					
LEXOLUBE	10/397,448	3/26/2003	7,008,909	3/7/2006	Issued
Portfolio	60/417,957	10/11/2002	--	--	Expired

### COPYRIGHTABLE WORKS

Copyrightable works (none of which are registered) include:

1. Lexolube.com website
2. Lexolube logo
3. Lexolube data sheets
4. Lexolube application sheets
5. Lexolube SDS
6. Product labels
7. Lexolube line cards (product list, application list, Eco-ester, etc.)
8. White papers
9. Miscellaneous technical documents and customer reports
10. Lexolube advertisements
11. STLE Food Grade Lubricants Education course presentation
12. Local STLE presentations on synthetic esters
13. TAE presentation
14. OilDoc presentation
15. Reliable Plant presentation
16. Press releases
17. Other various Powerpoint presentations