

05-27-1999



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

md
5-17-99

TO: The Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

<p>1. Name of conveying party(ies):</p> <p>WITCO CORPORATION, formerly known as Witco Chemical Corporation, with business address at 1 American Lane, Greenwich, Connecticut, 06831-2559, formerly of 520 Madison Avenue, New York, NY.</p> <p><input type="checkbox"/> Individual <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Other XX Corporation-State - Delaware <input type="checkbox"/> Other: _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes XX No</p>	<p>2. Name and address of receiving party(ies):</p> <p>EXXON CORPORATION 5959 Las Colinas Boulevard Irving, Texas 75039-2298</p> <p><input type="checkbox"/> Individuals(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State (Delaware) XX Other: New Jersey Corporation</p> <p>Additional name(s) of receiving party(ies) attached? <input type="checkbox"/> Yes XX No</p>
<p>3. Submission Type</p> <p>XX New</p> <p><input type="checkbox"/> Resubmission (Non Recordation) Document ID # _____ <input type="checkbox"/> Correction of PTO Error Reel # _____ Frame # _____</p> <p><input type="checkbox"/> Corrective Document Reel # _____ Frame # _____</p>	<p>4. Conveyance Type</p> <p>XX Assignment <input type="checkbox"/> License <input type="checkbox"/> Security Agreement <input type="checkbox"/> Merger <input type="checkbox"/> Nunc Pro Tunc Assignment</p> <p>Effective Date: <input type="checkbox"/> Change of Name <input type="checkbox"/> Other</p> <p>Execution Date: NOVEMBER 1, 1996</p>
<p>5. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s)</p>	<p>B. Trademark Registration No.(s)</p> <p>LUBRILIFE, Reg. 1,805,736</p> <p>Additional numbers attached? NO</p>
<p>6. Name and address of party to whom correspondence concerning document should be mailed</p> <p>Robert D. Rippe, Jr. Exxon Corporation 5959 Las Colinas Boulevard Irving, Texas 75039-2298</p>	<p>7. Total number of applications and registrations involved: <u>1</u></p> <hr/> <p>8. Total Fee (37 CFR 3.41) \$ _____ XX Authorized to be charged to deposit account</p> <hr/> <p>9. Deposit Account number: 05-1705 Authorization to charge additional fees? XX Yes <input type="checkbox"/> No (attach duplicate copy of this page if paying by deposit account)</p>

10. Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document

Robert D. Rippe, Jr., Trademark Counsel
Name of Person Signing

Robert D. Rippe
Signature

4/20/99
Date

Total number of pages comprising cover sheet 1

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This TRADEMARK ASSIGNMENT, from WITCO CORPORATION, a Delaware corporation ("Assignor"), to EXXON CORPORATION, a New Jersey corporation ("Assignee").

W I T N E S S E T H :

WHEREAS, Assignor has adopted, has used and is the sole and exclusive owner of the trademarks and service marks and registrations and applications for registration for trademark or service mark set forth in Exhibit A hereto (the "Trademarks");

WHEREAS, Assignor has adopted, has used and is the owner of the name Southwest Petro-Chem, Inc. and all variants thereof and all rights to the use of such name and variants thereto as trademarks (the "Name"); and

WHEREAS, Exxon Company, U.S.A., a division of Assignee, is acquiring certain assets from Assignor pursuant to the Asset Purchase Agreement dated as of September 27, 1996, as amended (the "Asset Purchase Agreement"), among Assignor, Southwest Petro-Chem, Inc., a Delaware corporation, and Assignee, and desires to acquire full right, title and interest in the Trademarks.

NOW, THEREFORE, in consideration of good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby sell, assign and transfer to Assignee, its successors and assigns, Assignor's entire right, title, and interest in and to the Name and the Trademarks and all registrations or pending applications pertaining thereto, together with the good will of the Business (as defined in the Asset Purchase Agreement) symbolized by the Name and the Trademarks and together with all claims for damages by reason of past or future infringement of the Name and the Trademarks, with the right to sue for and collect the same.

Assignor makes no representations or warranties with respect to the Trademarks, including, but not limited to, warranties as to merchantability or fitness for a particular purpose, except as expressly made and contained in the Asset Purchase Agreement.

Assignor hereby covenants and agrees that it will at any time upon request of Assignee, execute and deliver any and all papers that may be necessary or desirable to perfect in Assignee title to the Trademarks.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be signed by its duly authorized officer this 1st day of November, 1996.

WITCO CORPORATION,

by *Gerald Katz*
Name: *Gerald Katz*
Title: *Senior Vice President*

STATE OF *New York*)
) ss.:
COUNTY OF *New York*)

On this 1st day of November, 1996, before me, a notary public in and for said County, personally appeared *Gerald Katz* who acknowledged himself to be the above identified officer of Assignor and that he being authorized to do so executed the foregoing instrument for the uses and purposes therein specified.

Carolyn M. Zolas
Notary Public

CAROLYN M. ZOLAS
Notary Public, State of New York
No. 01ZO5048537
Qualified in Bronx County
Commission Expires August 28, 1997

Exhibit A
to Trademark Assignment

A. U.S. REGISTERED TRADE/SERVICE MARKS

	<u>Trade/Service Mark</u>	<u>Number</u>	<u>Date</u>
1.	Alumazon	713,046	3/28/61
2.	Cartri Lube w/ Design	625,731	4/24/56
3.	Damit w/ Design	344,132	3/16/37
4.	Dura-Bond	787,432	3/30/65
5.	Flo-Grease	846,050	3/12/68
6.	Frigi-Treat	1,151,358	4/21/81
7.	Keen Kleen	711,016	2/07/61
8.	Load-A-Pak	686,557	10/13/59
9.	Lubrigear	1,570,579	12/12/89
10.	Lubriline (Stylized)	1,805,736	11/23/93
11.	Lubritac	1,557,562	9/26/89
12.	Maxon Mark	985,313	6/04/74
13.	Multi-Mastic	748,960	5/07/63
14.	Poly Plate A.S.	778,408	11/13/64
15.	Polyplex	941,277	8/22/72
16.	Service Mark-Southwest Petro- Chem, Inc.	1,010,827	5/13/75
17.	Shear Majic	1,621,944	11/13/90
18.	Snuffer	967,940	9/11/73
19.	Southwest For Good Grease w/ Design	851,755	7/02/68
20.	Sowesco	854,346	8/06/68
21.	Spraymatic	734,048	7/10/62
22.	Stalastic	1,071,696	8/23/77
23.	Super Solidyne	1,176,779	11/10/81
24.	Sure-Life	798,300	11/02/65
25.	Ultra-Guard	737,760	9/18/62
26.	Ultra Guard	869,507	5/13/69

	<u>Trade/Service Mark</u>	<u>Number</u>	<u>Date</u>
27.	Ultra-Seal	772,086	6/30/64
28.	Waverly Torque Lube-A	1,259,757	12/06/83
29.	Waverly	1,259,758	12/06/83

B. FOREIGN REGISTERED TRADE/SERVICE MARKS

	<u>Country</u>	<u>Trade/Service Mark</u>	<u>Number</u>
1.	Benelux	LUBRILIFE	541179
2.	Denmark	LUBRILIFE	VA 04.334
3.	France	LUBRILIFE	93490163
4.	Germany	LUBRILIFE	2,079 725
5.	Great Britain	LUBRILIFE	1548832
6.	Ireland	LUBRILIFE	157041
7.	South Korea	LUBRILIFE	312757
8.	Spain	LUBRILIFE	1782571
9.	Italy	LUBRILIFE	665,452
10.	Portugal	LUBRILIFE	295,720
11.	Cyprus	LUBRILIFE	39069
12.	Japan	LUBRILIFE	3150639