

05-27-1999



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TRADEMARKS ONLY

Mlds-17-99

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

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 <input checked="" type="checkbox"/> Corporation-State - Delaware <input type="checkbox"/> Other: _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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) <input checked="" type="checkbox"/> Other: New Jersey Corporation</p> <p>Additional name(s) of receiving party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> |
| <p>3. Submission Type</p> <p><input checked="" type="checkbox"/> 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><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> License <input type="checkbox"/> Security Agreement <input type="checkbox"/> Merger <input type="checkbox"/> Nunc Pro Tunc Assignment 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>MULTI-MASTIC, Reg. 748,960</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) \$ _____ <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <hr/> <p>9. Deposit Account number: 05-1705 Authorization to charge additional fees? <input checked="" type="checkbox"/> 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, Jr. Signature 4/20/99 Date

Total number of pages comprising cover sheet 1

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TRADEMARK
REEL: 001902 FRAME: 0444

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 |

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.

