

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS 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>
WITCO CORPORATION		03/03/1997	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AMERICAN REFINING GROUP, INC.		
<b>Street Address:</b>	100 FOUR FALLS CORPORATE CENTER		
<b>Internal Address:</b>	SUITE 215		
<b>City:</b>	WEST CONSHOHOCKEN		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19428		
<b>Entity Type:</b>	CORPORATION: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1545999	KENSOL	
Registration Number:	0427252	KENDEX	
Registration Number:	0428125	KENSOL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(215)979-1020		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	215-979-1282		
<b>Email:</b>	Lfgould@duanemorris.com		
<b>Correspondent Name:</b>	LEWIS F. GOULD, JR.		
<b>Address Line 1:</b>	30 SOUTH 17TH STREET		
<b>Address Line 4:</b>	PHILADELPHIA, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	D3927-00001		
<b>NAME OF SUBMITTER:</b>	LEWIS F. GOULD, JR.		

CH \$90.00 1545999

Signature:

/lfg/

Date:

09/12/2006

Total Attachments: 2

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This U.S. TRADEMARK ASSIGNMENT, from WITCO CORPORATION,  
a Delaware corporation ("Assignor"), to AMERICAN REFINING GROUP, INC.,  
a Pennsylvania corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor has adopted, has used and is the sole and exclusive owner of the United States trademarks and the common law trademark set forth in Exhibit A hereto (the "Trademarks"); and .

WHEREAS, Assignee has acquired certain assets from Assignor pursuant to the Asset Purchase Agreement dated as of December 6, 1996, as amended (the "Asset Purchase Agreement"), among Assignor and Assignee, and desires to acquire full right, title and interest in the Trademarks.

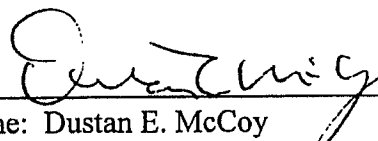
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby sell, assign and transfer to Assignee, its successors and assigns, Assignor's entire right, title, and interest in and to the Trademarks, together with the good will of the Business (as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

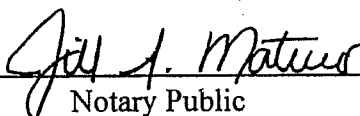
IN WITNESS WHEREOF, Assignor has caused this U.S. Trademark Assignment to be signed by its duly authorized officer this 3<sup>rd</sup> day of March, 1997.

WITCO CORPORATION

By:   
Name: Dustan E. McCoy  
Title: Senior Vice President

STATE OF Connecticut )  
  )     ss.: Greenwich  
COUNTY OF Fairfield )

On this 3<sup>rd</sup> day of March, 1997, before me, a notary public in and for said County, personally appeared Dustan E. McCoy 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.

  
Notary Public

My Commission Expires May 31, 1998