

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM742973

<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>
BP Lubricants USA Inc.		05/31/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LubeCon USA, LLC		
<b>Street Address:</b>	707 Hedgerow Lane		
<b>City:</b>	Oswego		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60543		
<b>Entity Type:</b>	Limited Liability Company: MICHIGAN		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2989179	LUBECON	
<b>Registration Number:</b>	1099987	LUBECON	
<b>Registration Number:</b>	1122077	LUBECON	
<b>Registration Number:</b>	1143684	LUBECON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5173718200		
<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>	616-726-2239		
<b>Email:</b>	trademarks@fosterswift.com		
<b>Correspondent Name:</b>	Cody A. Mott		
<b>Address Line 1:</b>	1700 East Beltline, N.E., Suite 200		
<b>Address Line 4:</b>	Grand Rapids, MICHIGAN 49525		
<b>ATTORNEY DOCKET NUMBER:</b>	87626-00002		
<b>NAME OF SUBMITTER:</b>	Cody A. Mott		
<b>SIGNATURE:</b>	/Cody A Mott/		
<b>DATE SIGNED:</b>	07/22/2022		
<b>Total Attachments: 6</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

May 31, 2022

WHEREAS, BP Lubricants USA Inc., a Delaware corporation and successor in interest to Castrol Industrial North America Inc. located and doing business at 1500 Valley Road, Wayne, New Jersey 07470 (“*Assignor*”) is the owner of the entire right, title, interest and goodwill in and to the LUBECON trademark registrations in the U.S., Mexico, Canada, Germany, EU, and the United Kingdom identified in Schedule A attached hereto and common law rights with respect to said marks, in each case as used in connection with the goods and services covered by said registrations (the “*Trademarks*”);

WHEREAS, LubeCon USA, LLC, a Michigan limited liability company, having a mailing address at 707 Hedgerow Lane, Oswego, IL 60543 (“*Assignee*”), is desirous of acquiring the Trademarks; and

WHEREAS, Assignee desires to acquire the Trademarks and Assignor desires to sell the Trademarks to Assignee pursuant to that certain Purchase and Sale Agreement, dated as February 7, 2022 as amended, restated, or otherwise modified (the “*Purchase Agreement*”).

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, Assignor’s entire right, title and interest anywhere in the world, in and to, including any and all of Assignor’s common law rights thereto, as well as the goodwill of the business symbolized by the Trademarks; together with all extensions and renewals thereof; all of Assignor’s rights to income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements related, and limited, to the Trademarks.

Together with Assignor’s right, title and interest in and to each of the Trademarks anywhere in the world, as well as the goodwill of the business associated with said Trademarks being assigned to Assignee, are the rights of Assignor to police, monitor and enforce said Trademarks against any and all past, current and future infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in the unlimited past, up to the date of this present Trademark Assignment Agreement, together with any and all further privileges that Assignor has in the United States and throughout the world to establish use, ownership, and registration of the Trademarks.

Assignor agrees to provide reasonable cooperation to Assignee with respect to Assignee’s recording of this Trademark Assignment Agreement in the jurisdictions covered by the registrations listed in Schedule A attached hereto, and in obtaining and/or providing information required in any proceedings relating to the Trademarks, provided that Assignee shall pay all reasonable expenses incurred by Assignor in connection with providing such cooperation.

Assignor further authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office, and the appropriate official in any other country in which the registrations listed in Schedule A were granted, to issue any and all trademark and service mark registrations, amended registrations and renewals that have been or may be granted upon any application or petition for same, to Assignee, and Assignee’s successors and/or assigns.

No provision of this Trademark Assignment Agreement shall modify, replace, amend, change, rescind, waive or in any way affect the express provisions (including the representations, warranties, covenants, agreements, conditions, or any of the obligations and indemnifications, and the limitations relating thereto, of Transferor) set forth in the Purchase Agreement, this Agreement being intended solely

to effect the transfer of certain property sold and purchased pursuant to the Purchase Agreement in accordance with the Purchase Agreement.

This Trademark Assignment shall be governed by the laws of the State of Illinois, United States of America, exclusive of any choice of law and conflict of law rules. All legal proceedings relating to or arising out of this Trademark Assignment must be brought in accordance with Section 12.4 of the Purchase Agreement.

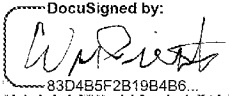
This Trademark Assignment Agreement may be executed in one or more counterparts (including electronically), each of which when executed shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

*(Signature page follows)*

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement as of the first date set forth above.

**ASSIGNEE:**

**LUBECON USA, LLC**

By:  \_\_\_\_\_  
Name: DocuSigned by:  
83D4B5F2B19B4B6.....  
Title: Manager

**ASSIGNOR:**

**BP LUBRICANTS USA INC.**

By: \_\_\_\_\_  
Name: Rafael Vecchio  
Title: Vice President

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement as of the first date set forth above.

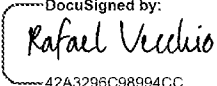
**ASSIGNEE:**

**LUBECON USA, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNOR:**

**BP LUBRICANTS USA INC.**

By:  \_\_\_\_\_  
Name: Rafael Vecchio  
Title: Vice President

SCHEDULE A

TRADEMARK REGISTRATIONS

Owner	Trademark	Country	Application No	Registration No	Classes	Status
BP Lubricants USA Inc.	LUBECON	Canada	472322	266299	4, 37, 42	Registered
BP Lubricants USA Inc.	LUBECON	Mexico	217109	482024	42	Registered
BP Lubricants USA Inc.	LUBECON	Mexico	217126	481686	37	Registered
BP Lubricants USA Inc.	LUBECON	Mexico	111238	403705	4	Registered
BP Lubricants USA Inc.	LUBECON	United States of America	78/376106	2989179	7	Registered
BP Lubricants USA Inc.	LUBECON	United States of America	73148137	1099987	4	Registered
BP Lubricants USA Inc.	LUBECON	United States of America	73/148138	1122077	42	Registered
BP Lubricants USA Inc.	LUBECON	United States of America	73/193071	1143684	37	Registered
BP Lubricants USA Inc.	LUBECON	EUTM	8314288	8314288	4, 7, 37, 42	Registered

Owner	Trademark	Country	Application No	Registration No	Classes	Status
BP Lubricants USA Inc.	LUBECON	Germany	306 35 253	306 35 253	4, 7, 37, 42	Registered
BP Lubricants USA Inc.	LUBECON	United Kingdom	UK00908314288	UK00908314288	4, 7, 37, 42	Registered
BP Lubricants USA Inc.	LUBECON (stylized)	Germany	L25206/4	1040049	4, 7, 37	Registered