

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Cincinnati-Vulcan Company		11/14/2005	CORPORATION: OHIO

RECEIVING PARTY DATA	
Name:	New Vulco IP Co., LLC
Street Address:	3120 Warsaw Avenue
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45205
Entity Type:	LIMITED LIABILITY COMPANY: OHIO

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2271701	ARIADNE
Registration Number:	2394573	ARIES
Registration Number:	2271698	ATHENA
Registration Number:	2271695	BACCHUS
Registration Number:	2742120	CV
Registration Number:	2253046	OLYMPUS
Registration Number:	2271699	PANDORA
Registration Number:	2271696	PERICLES
Registration Number:	2271697	POSEIDON
Registration Number:	2753194	VULCAN
Registration Number:	2742123	VULCAN

CORRESPONDENCE DATA	
Fax Number:	(513)977-8141
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	

OP \$290.00 2271701

Phone: 513-977-8639
Email: suzanne.mcnabb@dinslaw.com
Correspondent Name: Suzanne C. McNabb
Address Line 1: 255 E. 5th Street
Address Line 4: Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER:	2357-5
NAME OF SUBMITTER:	Suzanne C. McNabb
Signature:	/suzanne mcnabb/
Date:	11/21/2005

Total Attachments: 9

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INTELLECTUAL PROPERTY
ASSIGNMENT

THIS ASSIGNMENT is effective as of November 14, 2005 (the "Effective Date") from THE CINCINNATI-VULCAN COMPANY, an Ohio corporation ("Assignor"), to NEW VULCO IP CO., LLC, an Ohio limited liability company ("Assignee").

WHEREAS, Assignee, New Vulco Mfg. & Sales Co., LLC and New Vulco Real Estate Co., LLC have purchased substantially all of the assets of Assignor pursuant to that certain Asset Purchase Agreement dated of even date herewith (the "Purchase Agreement");

WHEREAS, the Assignor is the owner of certain intellectual property rights; and

WHEREAS, Assignee is desirous of acquiring the entire, right, title and interest in and to said intellectual property rights in accordance with the terms of the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor hereby agrees as follows:

1. Trademarks. As of the Effective Date, Assignor does hereby irrevocably sell, assign, and transfer to Assignee, its successors and assigns, Assignor's entire right, title and interest in and to and under the following:

a. all trademarks, trade names, service marks, service names and brand names related to the Assignor or used in connection with Assignor's business, including, without limitation, the names "Cincinnati Vulcan", "Vulcan", "Vulcan Oil" and all variants thereof and the logo and mark shown on Exhibit A attached hereto and made a part hereof (the "Trademarks"), together with the goodwill symbolized by the Trademarks;

b. any and all other rights, privileges and priorities of Assignor provided under United States, state or foreign law with respect to the Trademarks including without limitation common law rights, trade dress rights and rights under the laws of unfair competition and dilution (collectively referred to as "Related Rights");

c. any and all rights to sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Trademarks and Related Rights occurring prior to or after the Effective Date, including the right to receive all proceeds and damages therefrom; and

d. any and all rights in and to obtain registrations, renewals or registration or other legal protections pertaining to the Trademarks and Related Rights.

2. Patents and Trade Secrets. As of the Effective Date, the Assignor does hereby sell, assign and transfer unto Assignee:

a. any and all patentable subject matter contained in its intellectual property, know-how, trade secrets and any other aspect of its business; and

b. any and all trade secrets and know-how related to its business and all rights thereunder, including the right to sue for past or future misappropriation thereof.

3. Copyrights. As of the Effective Date, Assignor does hereby irrevocably sell, assign, and transfer to Assignee, its successors and assigns, Assignor's entire right, title and interest in and to:

a. any and all copyrights of Assignor, any registration and application relating thereto and any renewal and extension thereof (collectively referred to as the "Copyrights");

b. any and all rights to all works based upon, derived from, or incorporating the works covered by the Copyrights (collectively referred to as the "Derivative Rights");

c. any and all income, royalties, damages, claims and payments now or hereafter due or payable with respect to the Copyrights and Derivative Rights, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the Copyrights and Derivative Rights; and

d. any and all rights corresponding to the Copyrights and Derivative Rights throughout the world.

4. Other Intellectual Property Rights. As of the Effective Date, Assignor does hereby irrevocably sell, assign, and transfer to Assignee, its successors and assigns, Assignor's entire right, title and interest in and to any and all domain names, Uniform Resource Locators, related applications and software, technology, designs, and specifications, whether patented, patentable, or otherwise and any and all other intellectual property rights which Assignor owns or holds or is entitled to use in connection with its business.

5. Further Acts. Assignor agrees to execute all papers and to perform such other proper acts as Assignee may deem necessary to secure to Assignee or to its designee the copyright, trademark, patent, trade secret and other intellectual property rights herein assigned.

6. Miscellaneous.

a. Headings. The headings in this Assignment are for convenience of reference only and shall not limit or otherwise affect any of the terms or provisions hereof.

b. Governing Law. This Assignment and the rights and obligations of the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of Ohio.

c. Assignability. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns, estates, heirs and legal representatives.

d. Capitalized Terms. Capitalized terms not otherwise defined herein shall have the same meaning as in the Purchase Agreement.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the date first written above.

THE CINCINNATI-VULCAN COMPANY

By: [Signature]

Name: David Kellner

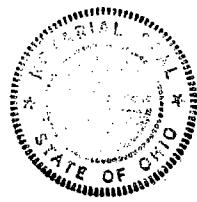
Its: President

STATE OF Ohio)

COUNTY OF Hamilton)

Sworn to and subscribed before me this 14th day of November, 2005.

Christine L. McBroom
Notary Public



CHRISTINE L. McBROOM, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

EXHIBIT A

EXHIBIT A

I. Vulcan Trademark Schedule

Trademark	Country/S rate	Appn/Regn Number	Appn/Regn Date	Goods	Trademark Status	Next Action Due	Due Date
ARIADNE	U.S.	75/419282 2271701	16-Jan-1998 24-Aug-1999	Class: 04 Int. Goods: Industrial lubricants; lubricants for industrial machinery; lubricants for aircraft engines; automotive lubricants	Registered	Sec 8 & 15 Due (Grace Period)	24-Feb-2006
ARIES	U.S.	75/419278 2394573	16-Jan-1998 17-Oct-2000	Class: 04 Int. Goods: Anti-wear hydraulic oils	Registered	Sec 8 & 15 Due	17-Oct-2006
ATHENA	U.S.	75/419276 2271698	16-Jan-1998 24-Aug-1999	Class: 04 Int. Goods: Industrial lubricants; lubricants for industrial machinery; lubricants for aircraft engines; automotive lubricants	Registered	Sec 8 & 15 Due (Grace Period)	24-Feb-2006
BACCHUS	U.S.	75/419260 2271695	16-Jan-1998 24-Aug-1999	Class: 04 Int. Goods: Industrial lubricants; lubricants for industrial machinery; lubricants for aircraft engines; automotive lubricants	Registered	Sec 8 & 15 Due (Grace Period)	24-Feb-2006
CINVULCO	China	3337768 3337768	16-Oct-2002 07-May-2004	Class: 04 Int. Goods: Industrial lubricants; lubricants for industrial machinery; lubricants for aircraft engines; automotive lubricants	Registered	Renewal Due	06-May-2014

Trademark	Country/S. Date	Appn/Regn. Number	Appn/Regn. Date	Goods	Trademark Status	Next Action Due	Due Date
CINVULCO	Malaysia	2004/19111	07-Dec-2004	Class: 04 Int. Goods: Industrial lubricants; lubricants for industrial machinery; lubricants for aircraft engines	Pending	Status Check	31-Mar-2006
CUTRITE	China	3337765 3337766	16-Oct-2002 07-May-2004	Class: 04 Int. Goods: Cutting oil for industrial metal working	Registered	Renewal Due	06-May-2014
CUTRITE	Malaysia	2004/19303	09-Dec-2004	Class: 04 Int. Goods: Cutting oil for industrial metal working	Pending	Status Check	29-Mar-2006
CV & DESIGN	China	3337766 3337766	16-Oct-2002 07-May-2004	Class: 04 Int. Goods: Industrial lubricants; lubricants for industrial machinery; lubricants for aircraft engines; automotive lubricants	Registered	Renewal Due	06-May-2014
CV & DESIGN	Malaysia	2004/19102	07-Dec-2004	Class: 04 Int. Goods: Industrial lubricants; lubricants for industrial machinery; lubricants for aircraft engines	Pending	Status Check	31-Mar-2006
CV & DESIGN	U.S.	78/171801 2742120	07-Oct-2002 29-Jul-2003	Class: 04 Int. Goods: Industrial lubricants; lubricants for industrial machinery; lubricants for aircraft engines; automotive lubricants	Registered	Sec 8 & 15 Due	29-Jul-2009

Trademark	Country/State	Appn/Regn Number	Appn/Regn Date	Goods	Trademark Status	Next Action Due	Due Date
OLYMPUS	U.S.	75/419281 2253046	16-Jan-1998 15-Jun-1999	<i>Class:</i> 04 Int. <i>Goods:</i> Lubricating oils sold in bulk intended for industrial use, namely, industrial lubricants; lubricants for industrial machinery; lubricants for aircraft engines; automotive lubricants	Registered	Renewal Due	15-Jun-2009
PANDORA	U.S.	75/419277 2271699	16-Jan-1998 24-Aug-1999	<i>Class:</i> 04 Int. <i>Goods:</i> Industrial lubricants; lubricants for industrial machinery; lubricants for aircraft engines; automotive lubricants	Registered	Sec 8 & 15 Due (Grace Period)	24-Feb-2006
PERICLES	U.S.	75/419261 2271696	16-Jan-1998 24-Aug-1999	<i>Class:</i> 04 Int. <i>Goods:</i> Industrial lubricants; lubricants for industrial machinery; lubricants for aircraft engines; automotive lubricants	Registered	Sec 8 & 15 Due (Grace Period)	24-Feb-2006
POSEIDON	U.S.	75/419275 2271697	16-Jan-1998 24-Aug-1999	<i>Class:</i> 04 Int. <i>Goods:</i> Industrial lubricants; lubricants for industrial machinery; lubricants for aircraft engines; automotive lubricants	Registered	Sec 8 & 15 Due (Grace Period)	24-Feb-2006
VULCAN	China	3337769 3337769	16-Oct-2002 07-May-2004	<i>Class:</i> 04 Int. <i>Goods:</i> Industrial lubricants; lubricants for industrial machinery; lubricants for aircraft engines; automotive lubricants	Registered	Renewal Due	06-May-2014

Trademark	Country/S Date	Appn/Regn Number	Appn/Regn Date	Goods	Trademark Status	Next Action Due	Due Date
Chinese Characters for VULCAN	China	3419313	27-Dec-2002	<i>Class:</i> 04 Int. <i>Goods:</i> Industrial lubricants; lubricants for industrial machinery; lubricants for aircraft engines; automotive lubricants	Registered	Renewal Due	06-Aug-2014
VULCAN	Malaysia	2004/19302	09-Dec-2004	<i>Class:</i> 04 Int. <i>Goods:</i> Industrial lubricants; lubricants for industrial machinery; lubricants for aircraft engines	Pending	Status Check	29-Mar-2006
VULCAN	U.S.	78/171733 2753194	07-Oct-2002 19-Aug-2003	<i>Class:</i> 04 Int. <i>Goods:</i> Industrial lubricants; lubricants for industrial machinery; lubricants for aircraft engines; automotive lubricants	Registered	Sec 8 & 15 Due	19-Aug-2009
VULCAN & DESIGN	China	3337767 3337767	16-Oct-2002 07-May-2004	<i>Class:</i> 04 Int. <i>Goods:</i> Industrial lubricants; lubricants for industrial machinery; lubricants for aircraft engines; automotive lubricants	Registered	Renewal Due	06-May-2014
VULCAN & DESIGN	U.S.	78/171823 2742123	07-Oct-2002 29-Jul-2003	<i>Class:</i> 04 Int. <i>Goods:</i> Industrial lubricants; lubricants for industrial machinery; lubricants for aircraft engines; automotive lubricants	Registered	Sec 8 & 15 Due	29-Jul-2009

Trademark	Country/State	Appn/Regn Number	Appn/Regn Date	Goods	Trademark Status	Next Action Due	Due Date
VULCAN OIL & CHEMICAL PRODUCTS	State of Ohio Tradename Registration	RN145905	May 24, 1991	For: Distribution and sale of petroleum products	Registered	Renewal	May 24, 2006
VULCAN OIL COMPANY	State of Ohio Tradename Registration	RN60719	April 22, 1981	For: Distribution and sale of petroleum products	Registered	Renewal	April 22, 2006

TRADEMARK

REEL: 003197 FRAME: 0651

RECORDED: 11/21/2005