

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment Number One To Intellectual Property Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Union Oil Company of California		04/30/1999	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Tosco Corporation		
Street Address:	1500 North Priest Drive		
City:	Tempe		
State/Country:	ARIZONA		
Postal Code:	85282		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1379114	KING OF THE ROAD	
Registration Number:	781013	ROAD KING	
Registration Number:	1369595	ROAD KING DRIVERS' CLUB	
CORRESPONDENCE DATA			
Fax Number:	(281)293-6707		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	281-293-3073		
Email:	tmoffice@conocophillips.com		
Correspondent Name:	ConocoPhillips Company		
Address Line 1:	600 North Dairy Ashford		
Address Line 2:	MA 1138		
Address Line 4:	Houston, TEXAS 77079-1175		
ATTORNEY DOCKET NUMBER:	ROAD KING: 2004-0669		
NAME OF SUBMITTER:	Edward D. Steakley		

CH \$90.00 1379114

Signature:

/edward d. steakley/

Date:

12/21/2005

Total Attachments: 3

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AMENDMENT NUMBER ONE TO INTELLECTUAL PROPERTY AGREEMENT

This Amendment (the "Amendment") is entered into as of the 30-day of April, 1999, by and between UNION OIL COMPANY OF CALIFORNIA, a California corporation ("Union"), and TOSCO CORPORATION, a Nevada corporation ("Tosco"), and constitutes an amendment to that certain Intellectual Property Agreement (the "Intellectual Property Agreement"), dated as of March 31, 1997, by and between Union and Tosco. Capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Intellectual Property Agreement, as amended hereby.

WITNESSETH

WHEREAS, pursuant to the terms of the Intellectual Property Agreement, Union assigned to Tosco certain trademarks and service marks, as set forth in Schedule 1.A to the Intellectual Property Agreement (the "Assigned Marks");

WHEREAS, certain of the Assigned Marks were previously assigned by Union to National Auto/Truckstops, Inc. (the "Road King Marks"); and

WHEREAS, the parties at this time desire to amend the Intellectual Property Agreement, in accordance with the amendment provisions of Section 11.6, to exclude the Road King Marks from Schedule 1.A of the Intellectual Property Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree to amend the Intellectual Property Agreement, effective immediately, as follows:

1. Amendment to Schedule 1.A. Schedule 1.A to the Intellectual Property Agreement is amended by deleting any and all reference to the following:

- King of the Road (Design) (Registration No. 1379114)
- Road King (Registration No. 781013)
- Road King Drivers' Club (Registration No. 1369595)

2. Construction. This Amendment shall be governed by and construed in accordance with the laws of the State of California.

3. Entire Amendment. This Amendment constitutes the entire agreement among the parties pertaining to the subject matter hereof and supercedes any and all prior or contemporaneous amendments relating to the subject matter hereof. Except as expressly amended hereby, the Intellectual Property Agreement shall remain unchanged and in full force and effect. This Amendment shall be deemed part of and is hereby incorporated into the Intellectual Property Agreement.

4. Counterparts. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Amendment by signing any such counterpart. Delivery of an executed counterpart of this Amendment by telefacsimile shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile also shall deliver an original executed counterpart of this Amendment, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

5. Amendments. This Amendment cannot be altered, amended, changed or modified in any respect or particular except by an instrument in writing signed by the party against whom enforcement is sought.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned have caused this Amendment Number One to Intellectual Property Agreement to be executed and delivered as of the date first written above.

TOSCO CORPORATION
a Nevada corporation

By: David Waldschmidt
Name: David Waldschmidt
Title: Assistant Secretary

UNION OIL COMPANY OF CALIFORNIA,
a California corporation

By: Timothy R. Thomas
Name: TIMOTHY R. THOMAS
Title: Senior Deputy General Counsel
ATTORNEY-IN-FACT

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