

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
ConocoPhillips Company		11/11/2003	CORPORATION:
RECEIVING PARTY DATA			
Name:	Chevron Phillips Chemical Company LP		
Street Address:	10001 Six Pines Drive		
City:	The Woodlands		
State/Country:	TEXAS		
Postal Code:	77380		
Entity Type:	LIMITED PARTNERSHIP:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1445889	B32	
Registration Number:	1452834	B33	
Registration Number:	1444779	B35	
Registration Number:	1445888	B38	
CORRESPONDENCE DATA			
Fax Number:	(832)813-1804		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	832-813-4339		
Email:	reedkk@cpchem.com		
Correspondent Name:	K. KaRan Reed		
Address Line 1:	10001 Six Pines Drive		
Address Line 4:	The Woodlands, TEXAS 77380		
ATTORNEY DOCKET NUMBER:	2004.000053		
NAME OF SUBMITTER:	k karan reed		

CH \$115.00 1445889

Signature:

/k karan reed/

Date:

11/01/2006

Total Attachments: 2

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TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, ConocoPhillips Company, hereinafter referred to as "COP", a Delaware corporation, is the owner of a series of registered and unregistered trademarks identified in the attached Appendix A, (hereinafter referred to as the "B Marks"); and

WHEREAS, ChevronPhillips Chemical Company LP, a ~~Delaware~~ corporation, hereinafter referred to as "CP Chem", desires to acquire from COP the entire right, title, and interest in and to the B Marks.

NOW, THEREFORE, for twenty five thousand dollars and 00/100 (\$ 25,000.00) and other valuable consideration received by COP, receipt and sufficiency of which is hereby acknowledged, COP has sold, assigned, and transferred and hereby does sell, assign, and transfer to CP Chem the entire right, title, and interest in and to the B Marks, as identified in the Appendix A, together with the goodwill appurtenant thereto.

The making and execution of this Assignment shall be construed and enforced in accordance with the laws of the State of Texas without giving effect to the principles of conflicts of laws.

The Parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement by mediation in accordance with the Center for Public Resources Model Procedure for Mediation of Business Disputes.

IN WITNESS WHEREOF, COP, intending to be legally bound, has affixed its signature.

ConocoPhillips Company

11-11-03
Date

By Natalie H. Oakes ~~AM~~

Name Natalie H. Oakes

Title Manager of Brand Management

Appendix A

B32 2004.000053	US Reg. No. 1445889	04 – Racing fuels for high performance engines.	Registered 07/07/1987
B33 2004.000049	US Reg. No. 1452834	04 – Racing fuels for high performance engines.	Registered 08/18/1987
B35 2004.000055	US Reg. No. 1444779	04 – Racing fuels for high performance engines.	Registered 06/30/1987
B38 2004.000054	US Reg. No. 1445888	04 – Racing fuels for high performance engines.	Registered 07/07/1987
B25 2004.000056	Common Law rights	Racing fuels.	N/A
B37 2004.000051	Common Law rights	Racing fuels.	N/A
B42 2004.000050	Common Law rights	Racing fuels.	N/A