

02-21-2007

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



103373789

FINANCE SECTION
Transmit to the new address(es) below.

To the Director of the U. S. Patent and Trademark Office

1. Name of conveying party(ies):

CONOCO PHILLIPS COMPANY

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation- State: Delaware
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: CII CARBON, L.L.C.

Internal _____

Address: _____

Street Address: 2627 Chestnut Ridge Drive

City: Kingwood

State: Texas

Country: United States Zip: 77339

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other LLC Citizenship Louisiana

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) August 23, 2005

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1724837

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

TI-COKE

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Trudy Ferguson

Internal Address: _____

Street Address: 2627 Chestnut Ridge Drive

City: Kingwood

State: Texas Zip: 77339

Phone Number: 281-318-2421

Fax Number: 281-318-2401

Email Address: tferguson@ciicarbon.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 02/21/2007 LNUELLEK 00000005 1724837

01 FC:8521 Authorized User Name _____ 40.00 OP

9. Signature:

Trudy Ferguson
Signature

Date

2/09/2007

Trudy Ferguson

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK ASSIGNMENT AND LICENSE AGREEMENT

This Trademark Assignment and License Agreement (the "Agreement"), dated as of August 23, 2005 (the "Effective Date"), is by and between ConocoPhillips Company, a Delaware corporation ("Seller"), and CII Carbon, L.L.C., a Louisiana limited liability company ("Buyer"). Buyer and Seller are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

Recitals:

Whereas, Seller is the owner of the trademark "TI-COKE" having a United States registration number of 1724837, registration date 10/20/1992, serial number of 74/160391, and filing date of 4/24/1991 ("Trademark").

Whereas, Buyer desires to acquire from Seller, and Seller desires to assign to Buyer, the entire right, title, and interest, and goodwill in and to such Trademark.

Whereas, immediately upon such assignment, Buyer desires to license the Trademark to Seller, and Seller desires to acquire a license in and to the Trademark from Seller, on a royalty free, world-wide, non-exclusive basis for use of the Trademark in connection with the sale of calcined petroleum coke for use in manufacture of titanium dioxide.

Now, therefore, in consideration of the premises and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1.1 Trademark Assignment.

Seller does hereby irrevocably assign to Buyer all right, title, and interest (including but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, and all goodwill), in and to the Trademark.

Section 1.2 Trademark License.

Buyer hereby grants to Seller a royalty free, world-wide, nonexclusive license in and to the Trademark, including derivations thereof, for use in connection with the sale of calcined petroleum coke. Seller's use of the Trademark shall inure to the benefit of Buyer. As necessary, Seller may sublicense the Trademark to third parties relating to the production of calcined petroleum coke for the benefit of Seller, and Seller may not otherwise transfer or sublicense the Trademark. Notwithstanding the foregoing, Seller may only transfer this license to a third party purchaser of substantially all of Seller's calcined petroleum coke operations.

Section 1.3 No Warranty.

Neither Party makes any representations or warranties of any kind regarding the Trademark.

Section 1.4 No Duty to Use or Maintain the Trademark.

Neither party has any obligation or duty (i) to use the Trademark, or (ii) to maintain, renew or keep in-force the Trademark (or any registration or application related thereto).

Section 1.5 Counterparts.

This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

Section 1.6 Governing Law.


This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to principles of conflicts of law that might apply the law of any other jurisdiction.

IN WITNESS WHEREOF, this Agreement has been signed by or on behalf of each of the Parties effective as of the Effective Date.

CONOCOPHILLIPS COMPANY

CII CARBON, L.L.C.

By: _____
Michael S. Johnson
Acting Manager
Global Specialty Petroleum Coke

By: 
Trudy Ferguson
Chief Executive Officer

Section 1.4 No Duty to Use or Maintain the Trademark.

Neither party has any obligation or duty (i) to use the Trademark, or (ii) to maintain, renew or keep in force the Trademark (or any registration or application related thereto).

Section 1.5 Counterparts.

This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.


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Acting Manager
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By: _____
Trudy Ferguson
Chief Executive Officer