

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		04/26/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Phillips 66 Company		
Street Address:	PO Box 4428		
Internal Address:	Intellectual Proprety - Legal		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77210		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3107583	76	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	RSCLegalPSXTrademark@p66.com		
Correspondent Name:	Phillips 66 Company		
Address Line 1:	PO Box 4428		
Address Line 2:	Intellectual Property - Legal		
Address Line 4:	Houston, TEXAS 77210		
ATTORNEY DOCKET NUMBER:	2011-0686		
NAME OF SUBMITTER:	Craig Stone		
Signature:	/Craig Stone/		

CH \$40.00 3107583

Date:

06/19/2012

Total Attachments: 5

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EXHIBIT III

TRADEMARK AND SERVICE MARK ASSIGNMENT

THIS TRADEMARK AND SERVICE MARK ASSIGNMENT made and entered into effective APRIL 26, 2012 ("Trademark Assignment") is by and between ConocoPhillips Company, a Delaware corporation ("ConocoPhillips"), and Phillips 66 Company, a Delaware corporation and wholly-owned subsidiary of ConocoPhillips ("Phillips 66"). Capitalized terms used herein and not otherwise defined shall have the respective meanings assigned to them in the Intellectual Property Assignment and License Agreement or in that certain Separation and Distribution Agreement between ConocoPhillips and Phillips 66 dated as of APRIL 26, 2012 (the, "Separation and Distribution Agreement").

WHEREAS, concurrently with the execution of this Trademark Assignment, ConocoPhillips and Phillips 66 are executing an Intellectual Property Assignment and License Agreement to which this Trademark Assignment is referenced and attached;

WHEREAS, ConocoPhillips is the owner of all right, title and interest in and to the trademarks and the corresponding registrations and/or applications for registration set forth on Schedule 5.1.2 (collectively, the "Phillips 66 Group Trademarks" or "Trademarks"), together with the goodwill of the business symbolized by and connected to the Trademarks; and

WHEREAS, Phillips 66 desires to acquire all right, title, interest, and goodwill in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

ConocoPhillips hereby assigns, transfers and conveys to Phillips 66 the entire right, title, interest in and to the Trademarks throughout the World, without limitation to geography, together with the goodwill of the business symbolized by and connected to the Trademarks (including, without limitation, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks, all common law rights in jurisdictions operating under the common law, all use-based rights, all causes of action, oppositions, cancellations, either in law or in equity, for past, present, or future infringement related to the Trademarks throughout the World), the same to be held and enjoyed by Phillips 66 as fully and entirely as said interest could have been held and enjoyed by ConocoPhillips had this sale, assignment, transfer and conveyance not been made.

ConocoPhillips and Phillips 66 further agree that this Trademark Assignment shall be without limitation as to the goods and services identified by the registrations and applications for registration of the Trademarks, whether such goods and services are registered or a part of a specific business activity at the time of the execution of this Trademark Assignment, and that Phillips 66 may register the Trademarks in whole or in part in connection with any and all goods and services. ConocoPhillips also agrees that if an application to register or a registration for an

identical or substantially similar trademark appearing in Schedule 5.1.1 was inadvertently omitted from Schedule 5.1.2, ConocoPhillips will execute a separate assignment to assign such rights to Phillips 66 without unreasonable delay.

Recordation

ConocoPhillips authorizes the Commissioner of Trademarks of the United States and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration set forth on Schedule 5.1.2 to Phillips 66 as assignee of ConocoPhillips' entire right, title and interest therein. ConocoPhillips agrees to further execute any documents reasonably necessary to effect and/or record this assignment or to confirm Phillips 66's ownership of the Trademarks. ConocoPhillips agrees to provide such documentation without unreasonable delay.

This Trademark Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the Parties has caused this Trademark Assignment to be duly executed on its behalf by one of its duly authorized officers as of the date first written above.

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CONOCOPHILLIPS COMPANY

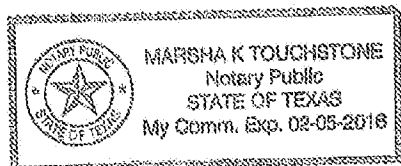
Frances M Vallejo
Frances M. Vallejo
Vice President and Treasurer

STATE OF TEXAS

COUNTY OF HARRIS

On this 31st day of May, 2012, before me, a Notary Public in and for the State and County aforesaid, personally appeared Frances M. Vallejo, known by me to be the person of the above name and an officer of ConocoPhillips Company duly authorized to execute this Trademark Assignment on behalf of ConocoPhillips Company, and who signed and executed the foregoing instrument on behalf of ConocoPhillips Company.

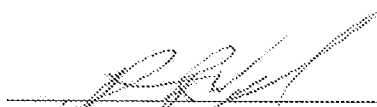
Given under my hand and seal of office this 31st day of May, 2012.



Marsha K. Touchstone
Notary Public
Address: 600 North Dairy Ashford
Houston, Texas 77079

My Commission Expires: 02-05-2016

PHILLIPS 66 COMPANY



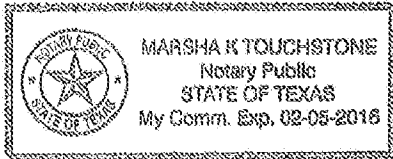
Brian R. Wenzel CS
Vice President and Treasurer

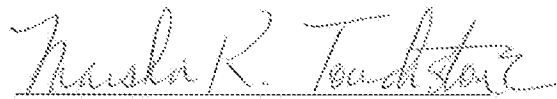
STATE OF TEXAS

COUNTY OF HARRIS

On this 31st day of May, 2012, before me, a Notary Public in and for the State and County aforesaid, personally appeared Brian R. Wenzel, known by me to be the person of the above name and an officer of Phillips 66 Company duly authorized to execute this Trademark Assignment on behalf of Phillips 66 Company, and who signed and executed the foregoing instrument on behalf of Phillips 66 Company.

Given under my hand and seal of office this 31st day of May, 2012.





Notary Public

Address: 600 North Dairy Ashford
Houston, Texas 77079

My Commission Expires: 02-05-2016

Phillips66 Group Trademarks
Schedule 5.1.2

Country	Full Mark Name	Class Number	Current Owner	Current Appl No	Current Reg No
United States	76 AND DESIGN (BLACK & WHITE)	25	CONOCOPHILLIPS COMPANY	78/317192	3107583