

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM322685

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|---|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Phillips 66 Company | FORMERLY ConocoPhillips Specialty Products Inc. | 06/06/2014 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Pyrotek Incorporated | | |
| Street Address: | 705 West 1st Avenue | | |
| City: | Spokane | | |
| State/Country: | WASHINGTON | | |
| Postal Code: | 99201 | | |
| Entity Type: | CORPORATION: WASHINGTON | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3445028 | CCPREME | |
| Registration Number: | 3373573 | CPREME | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 5099272408 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 509-926-6212 | | |
| Email: | emmtho@pyrotek-inc.com | | |
| Correspondent Name: | Pyrotek Incorporated | | |
| Address Line 1: | 705 West 1st Avenue | | |
| Address Line 2: | Emma Thompson, General Counsel | | |
| Address Line 4: | Spokane, WASHINGTON 99201 | | |
| NAME OF SUBMITTER: | Mary Lynn Boardman | | |
| SIGNATURE: | /Mary Lynn Boardman/ | | |
| DATE SIGNED: | 11/10/2014 | | |
| Total Attachments: 10 | | | |
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SETTLEMENT AGREEMENT

This Settlement Agreement ("Settlement Agreement") is made as of June 6, 2014, by and between Pyrotek Incorporated ("Pyrotek"), and Phillips 66 Company ("Phillips 66"), collectively referred to as the "Settling Parties").

RECITALS

- A. WHEREAS, Pyrotek and ConocoPhillips Specialty Products Inc. entered into a Toll Manufacturing Agreement dated June 24, 2010; and
- B. WHEREAS, Phillips 66 is the successor in interest to ConocoPhillips Specialty Products Inc.; and
- C. WHEREAS, Article 10.8 of the Toll Manufacturing Agreement provides among other things that Pyrotek has the option of requiring Phillips 66 to pay up to 50% of the calculated fair market value settlement assigned by the DOE (the "DOE Obligation"); and
- D. WHEREAS, Pyrotek has agreed to release Phillips 66 from the DOE Obligation under the terms set forth below;

TERMS AND CONDITIONS

In consideration of the agreements herein, the sufficiency of which is hereby expressly acknowledged, the undersigned agree to the following:

1. **Consideration.** Phillips 66 shall pay to Pyrotek on or before thirty days from the date of Pyrotek's invoice for the same the sum of \$270,000.00 and on or before the same date transfer to Pyrotek Phillips 66's interest in Composite Graphite Technology, as that term is defined herein, pursuant to the terms set forth herein and on the Intellectual Property Transfer Agreement attached hereto as Exhibit 1 and by this reference incorporated herein. Further, Phillips 66 shall take the actions set forth on Exhibit 2 to facilitate Pyrotek's use of the transferred intellectual property.
2. **Releases.** In exchange for the consideration recited above, Pyrotek hereby releases and forever discharges Phillips 66, its shareholders, members, principals, attorneys, agents, servants, employees, officers, directors, parents, subsidiaries, and affiliates, and their respective successors or assigns, from any and all obligations imposed on Phillips 66 by the aforementioned Article 10.8. By this Settlement Agreement, the Settling Parties do not intend to release each other from any other obligations owed from or to one another in any other context, including without limitation any obligations arising from or related to the Settlement Agreement by and between the parties dated March 27, 2014.
3. **Consultation With Counsel.** The Settling Parties each acknowledge and represent that they have consulted with their counsel prior to executing this Settlement Agreement and that they, together with their counsel, have reviewed and considered all information which they determined to be necessary to make a fully informed decision to execute this Settlement Agreement. The Settling Parties further each acknowledge and represent that they are duly

authorized, and have received any and all consents necessary, to enter into this Settlement Agreement.

4. **Attorney Fees and Costs.** Each party to this Settlement Agreement agrees to bear its own costs, expenses and fees incurred in connection with the matters described herein.

5. **Settlement Not An Admission Of Liability.** Nothing in this Settlement Agreement, neither the covenants and releases contained herein nor the payments made or to be made, are to be construed as an admission of any liability, negligence, breach of duty, breach of any agreement or contract, misconduct, violation of statute, unfair or deceptive trade practices and/or wrongdoing of any kind, character or nature whatsoever, but are to be construed strictly as a compromise and settlement of the Dispute, cross-claims and counterclaims associated therewith, by, between, and among the Settling Parties for the sole purpose of avoiding past, present and future controversies, arbitration and expenses relating to the Dispute.

6. **Complete Agreement.** This Settlement Agreement constitutes the full and final agreement between the Settling Parties on the subject hereof. This Settlement Agreement shall not be amended except by a written agreement executed by each of the Settling Parties.

7. **No Representations.** The Settling Parties have not made any representation of fact, opinion or promise to induce this compromise or the execution of this Settlement Agreement, and the Settling Parties are not relying upon any statements, representations, opinions or promises made by any person or party released, or their agents, employees, representatives or attorneys concerning any alleged damages or losses, or the legal liability associated therewith, or concerning any other thing or matter.

8. **Integration.** This Settlement Agreement constitutes the complete understanding of the Settling Parties and replaces any prior negotiations and agreements between the Settling Parties regarding the DOE Obligation, whether written or oral.

9. **Choice of Law.** This Settlement Agreement shall be construed in accordance with the laws of the State of Texas (without giving effect to conflict of laws principles thereof), may be executed in counterparts, and shall be effective upon receipt of signatures (by facsimile or otherwise) of both Settling Parties.

10. **Counterparts.** This Settlement Agreement may be executed in any number of counterparts, and the Settling Parties agree that each counterpart shall be deemed an original, and all of which, together, shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the Settling Parties have executed this Settlement Agreement as of the date first written above.

PYROTEK INCORPORATED

By: [Signature]

Title: Pres.

PHILLIPS 66 COMPANY

By: [Signature]

Title: VP



EXHIBIT I
INTELLECTUAL PROPERTY TRANSFER AGREEMENT

See Attached

EXHIBIT 2
MISCELLANEOUS ITEMS

1. Phillips 66 will use all reasonable commercial efforts to cooperate with Pyrotek in the transfer of the Composite Graphite Technology including, without limitation:
 - a. Waiving enforcement of non-disclosure restrictions on past or current employees and/or contractors as it relates to the Composite Graphite Technology;
 - b. Transfer of any existing product samples or batches not required to be retained by Phillips 66 to satisfy warranty obligations to Phillips 66 customers;
 - c. Negotiation of a supply agreement for the premium green anode coke required to produce the Composite Graphite Technology at market prices.

ATTACHMENT II

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT made and entered into effective June 6, 2014, ("Trademark Assignment") is by and between Phillips 66 Company, a Delaware corporation ("PHILLIPS 66"), and Pyrotek, a Washington corporation ("PYROTEK"). Capitalized terms used herein and not otherwise defined shall have the respective meanings assigned to them in the Intellectual Property Transfer Agreement.

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

WHEREAS, PHILLIPS 66 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 1 of Attachment II (collectively, the "Trademarks"), together with the goodwill of the business symbolized by and connected to the Trademarks; and

WHEREAS, PHILLIPS 66 desires to transfer 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.

PHILLIPS 66 hereby assigns, transfers and conveys to PYROTEK 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 PYROTEK as fully and entirely as said interest could have been held and enjoyed by PHILLIPS 66 had this sale, assignment, transfer and conveyance not been made.

PHILLIPS 66 and PYROTEK 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 ASSIGNEE may register the Trademarks in whole or in part in connection with any and all goods and services.

Recordation

PHILLIPS 66 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 1 to PYROTEK entire right, title and interest

therein. PHILLIPS 66 agrees to further execute any documents reasonably necessary to effect and/or record this assignment or to confirm PYROTEK'S ownership of the Trademarks. PHILLIPS 66 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, the parties hereto have executed this Trademark Assignment as of the date first above written.

PHILLIPS 66 COMPANY



By: [Signature]

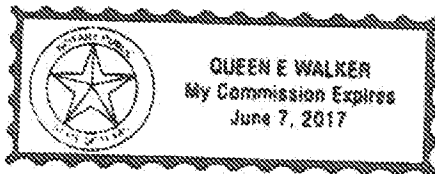
Title: VP

STATE OF TEXAS

COUNTY OF HARRIS

On this 11 day of June, 2014, before me, a Notary Public in and for the State and County aforesaid, personally appeared Reed W. Bennett, 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 11 day of June, 2014.



My commission expires:

June 7, 2017

[Signature]

Notary Public

Phillips 66 Company
3010 Briarpark Dr.

Address Houston, TX 77042

PYROTEK

By: [Signature]

Title: Pres.

STATE OF WASHINGTON

COUNTY OF SPOKANE

On this 10 day of June, 2014, before me, a Notary Public in and for the State and County aforesaid, personally appeared Don Z. Tinn, known by me to be the person of the above name and an officer of Purple Ink, duly authorized to execute this Trademark Assignment on behalf of Purple Ink, and who signed and executed the foregoing instrument on behalf of Purple Ink.

Given under my hand and seal of office this 10 day of June, 2014.

My commission expires:

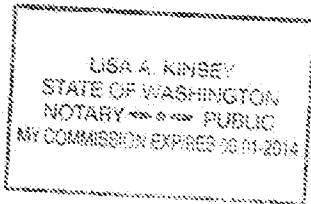
8.1.2014

Lisa A. Kinsey

Notary Public

705 West 1st Avenue

Address



Schedule 1 to Attachment II

List of Active Trademarks

| Country | Mark Name | Status | Class Number | Goods | Current Appl Date | Current Appl No | Current Reg Date | Current Reg No | Renewal Due Date | Sub Status | Other Action Due | Other Action Due |
|---------------------|-----------------|------------|--------------|---|-------------------|-----------------|------------------|----------------|------------------|------------|------------------|------------------|
| Canada | CPREME | Registered | | NON-METALLIC MINERALS; GRAPHITE IN RAW OR SEMI-FINISHED FORM FOR USE IN MANUFACTURE | 03/19/2007 | 1339863 | 10/06/2010 | TM/A779437 | 10/09/2025 | | | |
| Canada | CPREME & DESIGN | Registered | | GRAPHITE IN RAW OR SEMI-FINISHED FORM FOR USE IN MANUFACTURE | 04/21/2008 | 1392276 | 07/13/2010 | TM/A771823 | 07/13/2025 | | | |
| China P.R. | CPREME | Registered | 1 | GRAPHITE FOR INDUSTRIAL PURPOSES | 04/17/2007 | 6903645 | 01/11/2010 | 6903645 | 01/20/2020 | | | |
| China P.R. | CPREME & DESIGN | Registered | 1 | GRAPHITE IN RAW OR SEMI-FINISHED FORM FOR USE IN MANUFACTURE | 04/28/2008 | 6889704 | 05/07/2010 | 6889704 | 05/06/2020 | | | |
| Community Trademark | CPREME | Registered | 1 | NON-METALLIC MINERALS; GRAPHITE IN RAW OR SEMI-FINISHED FORM FOR USE IN MANUFACTURE | 03/14/2007 | 695758529 | 01/22/2008 | 695758529 | 03/31/2017 | | | |

| Country | Mark Name | Status | Class Number | Goods | Current Appl Date | Current Appl No | Current Reg Date | Current Reg No | Renewal Due Date | Sub Status | Other Action Due | Other Action Due |
|---------------------|-----------------|------------|--------------|---|-------------------|-----------------|------------------|----------------|------------------|------------|------------------|------------------|
| Community Trademark | CPREME & DESIGN | Registered | 1 | GRAPHITE IN RAW OR SEMI-FINISHED FORM FOR USE IN MANUFACTURE | 04/21/2008 | 005854384 | 01/23/2009 | 005854384 | 04/29/2018 | | | |
| Japan | CPREME | Registered | 1 | NON-METALLIC MINERALS; GRAPHITE IN RAW OR SEMI-FINISHED FORM FOR USE IN MANUFACTURE | 03/14/2007 | 2007-022185 | 07/13/2007 | 5062714 | 07/13/2017 | | | |
| Japan | CPREME & DESIGN | Registered | 1 | GRAPHITE IN RAW OR SEMI-FINISHED FORM FOR USE IN MANUFACTURE | 04/21/2008 | 2008-030312 | 07/04/2008 | 5148469 | 04/29/2018 | | | |
| South Korea | CPREME | Registered | 1 | GRAPHITE IN RAW OR SEMI-FINISHED FORM FOR USE IN MANUFACTURE | 04/12/2007 | 2007-19707 | 10/16/2007 | 0728037 | 10/16/2017 | | | |
| South Korea | CPREME & DESIGN | Registered | 1 | GRAPHITE IN RAW OR SEMI-FINISHED FORM FOR USE IN MANUFACTURE | 05/02/2008 | 2008-21415 | 04/23/2009 | 9786917 | 04/23/2019 | | | |
| Taiwan | CPREME | Registered | 1 | GRAPHITE IN RAW OR SEMI-FINISHED FORM FOR USE IN MANUFACTURE | 05/14/2007 | 06042320 | 02/16/2008 | 1300639 | 02/15/2018 | | | |
| Taiwan | CPREME & DESIGN | Registered | 1 | GRAPHITE IN RAW OR SEMI-FINISHED FORM FOR USE IN MANUFACTURE | 04/21/2008 | 97019453 | 03/16/2008 | 01253351 | 03/15/2019 | | | |

| Country | Mark Name | Status | Class Number | Goods | Current Appl Date | Current Appl No | Current Reg Date | Current Reg No | Renewal Due Date | Sub Status | Other Action Due | Other Action Due |
|---------------|-----------------|------------|--------------|--|-------------------|-----------------|------------------|----------------|------------------|----------------------------------|---|---------------------------|
| United States | CPREME | Registered | 1 | GRAPHITE IN RAW OR SEMI-FINISHED FORM FOR USE IN MANUFACTURE | 11/10/2005 | 77041615 | 01/22/2008 | 3373873 | 01/22/2018 | Mark is Current but DO NOT RENEW | Sec 8 & 15 use 1/22/14 (instruction not to file - allow to lapse) | Sec 8 & 15 Final 7/22/14 |
| United States | CPREME & DESIGN | Registered | 1 | GRAPHITE IN RAW OR SEMI-FINISHED FORM FOR USE IN MANUFACTURE | 11/05/2007 | 77321067 | 06/10/2008 | 3446028 | 06/10/2018 | Mark is Current but DO NOT RENEW | Sec 8 & 15 use 6/10/14 (instruction not to file - allow to lapse) | Sec 8 & 15 Final 12/10/14 |