

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319635

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		12/30/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Phillips Specialty Products, Inc.		
Street Address:	3010 Briarpark Drive, 8th Floor		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77042		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85501097	ARCTIC EDGE	
Registration Number:	3644401	EXTREMEPOWER	
Registration Number:	2925724	LP	
Registration Number:	4235374	REFINEDPOWER	
Registration Number:	2938752	RP	
CORRESPONDENCE DATA			
Fax Number:	4403475219		
<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:	(440) 347-1848		
Email:	andrea.zwegat@lubrizol.com		
Correspondent Name:	Andrea A. Zwegat		
Address Line 1:	29400 Lakeland Boulevard		
Address Line 4:	Wickliffe, OHIO 44092		
ATTORNEY DOCKET NUMBER:	LSPI US ASSIGNMENTS		
NAME OF SUBMITTER:	Andrea A. Zwegat		
SIGNATURE:	/Andrea A. Zwegat/		
DATE SIGNED:	10/09/2014		
Total Attachments: 13			
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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS, dated as of December 30, 2013 (this "Trademark Assignment"), is made by and between PHILLIPS 66 COMPANY, a Delaware corporation ("Assignor"), and PHILLIPS SPECIALTY PRODUCTS INC., a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignee is a party to that certain Exchange Agreement, dated as of December 30, 2013 (the "Exchange Agreement"), by and among Berkshire Hathaway Inc., a Delaware corporation ("Berkshire Hathaway"), National Indemnity Company, a Nebraska corporation, Government Employees Insurance Company, a Maryland corporation, National Fire & Marine Insurance Company, a Nebraska corporation, GEICO Corporation, a Delaware corporation, each a wholly owned subsidiary of Berkshire Hathaway, Phillips 66, a Delaware corporation and the sole shareholder of Assignor ("Phillips 66"), Assignor, and Assignee;

WHEREAS, Assignor and Assignee are party to that certain Intellectual Property Assignment Agreement, dated as of December 30, 2013 (the "IP Assignment Agreement");

WHEREAS, pursuant to the IP Assignment Agreement, Assignor is assigning all of its right, title and interest in, to and under the Intellectual Property Assets to Assignee (the "Assignment"), including the registered trademarks and pending trademark applications set forth on Schedule 1 hereto and the goodwill associated therewith (collectively, the "Trademarks");

WHEREAS, the Assignment is subject to, and consistent with, certain rights granted by Phillips 66 to ConocoPhillips under that certain Intellectual Property Assignment and License Agreement, dated as of April 26, 2012, by and between ConocoPhillips and Phillips 66 (the "License Agreement"); and

WHEREAS, pursuant to the Exchange Agreement, Phillips 66 has agreed to use commercially reasonable efforts to terminate the rights granted to ConocoPhillips under the License Agreement related to the Intellectual Property Assets, as provided in Section 6.16 of the Exchange Agreement.

NOW, THEREFORE, in consideration of the promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Exchange Agreement.
2. Transfer. Assignor hereby assigns, transfers and conveys to Assignee, and Assignee hereby accepts the assignment, transfer, and conveyance of, all of Assignor's right, title and undivided interest in, to and under:
 - (a) the Trademarks, including all common law, state, federal and international trademark rights thereto, together with the goodwill associated therewith;

(b) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the foregoing; and

(c) any and all past, present, and future claims of infringement, misappropriation, or violations of the foregoing, including the rights to any legal, equitable, and administrative remedies resulting from such claims.

3. Recordation. Assignor hereby authorizes and requests the Commissioner of Trademarks at the United States Patent and Trademark Office, and any foreign trademark authorities (where permissible under Law), to record this Trademark Assignment. The parties to this Trademark Assignment shall cooperate to facilitate the recording of all documents of transfer or assignment relating to the assignment of the Trademarks hereunder in accordance with Section 6.11(c) of the Exchange Agreement.

4. Effective Time of Transfer. The Assignment shall be effective immediately prior to the Internal Distribution.

5. Effect on License Agreement. Assignor and Assignee acknowledge and agree that nothing in this Trademark Assignment shall change, alter, limit or reduce any rights granted to ConocoPhillips under the License Agreement, and Assignee accepts the assignment of the Trademarks hereunder subject to the License Agreement.

6. Effect on IP Assignment Agreement. Assignor and Assignee acknowledge and agree that nothing in this Trademark Assignment shall change, alter, limit or reduce any rights granted to Assignee under the IP Assignment Agreement.

7. Notices. All notices, requests and other communications to either party hereto shall be in writing (including facsimile transmission) and shall be given:

If to Assignor, to:

Phillips 66 Company
3010 Briarpark Drive, 8th Floor
Houston, Texas 77042
Attention: Chief IP Counsel
Facsimile: 832-765-0109

If to Assignee, to:

Phillips Specialty Products Inc.
3010 Briarpark Drive, 8th Floor
Houston, Texas 77042
Attention: Michael W. Brown
Facsimile: 832-765-0311

or to such other address or facsimile number as such party may hereafter specify for the purpose by notice to the other party.

8. Captions and Headings. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

9. Successors and Assigns. This Trademark Assignment shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

10. Counterparts. This Trademark Assignment may be executed in two or more counterparts, all of which shall be considered the same agreement. Signature pages from separate identical counterparts may be combined with the same effect as if the parties signing such signature page had signed the same counterpart. Subject to Section 4 hereof, this Trademark Assignment shall become effective when each party hereto shall have received counterparts hereof signed by all of the other parties hereto.

11. Governing Law. This Trademark Assignment shall be governed by, and construed in accordance with, the Laws of the State of Delaware applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of law principles of such State.

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Schedule 1

List of Trademarks

[See attached.]

SCHEDULE 1

List of Registered Trademarks and Trademark Applications

Mark Name	Country	Status	Registrant	Class Number	Current Appl No	Current Reg No
ARCTIC EDGE	Russian Federation	Registered	ConocoPhillips Company	1	2011742509	474577
ARCTIC EDGE	United States	Filed	Phillips 66 Company	1	85/501097	
ARCTICPOWER	Community Trademark	Registered	Phillips 66 Company	1	8235954	8235954
ARCTICPOWER	Latvia	Registered	ConocoPhillips Company	1	M-99-1189	M 46458
ARCTICPOWER	Lithuania	Registered	Phillips 66 Company	1	98-1575	39934
ARCTICPOWER	Russian Federation	Registered	ConocoPhillips Company	1	99711284	185572
CDR	Canada	Registered	Conoco Inc. ¹	1	0531056	311945
EXTREMEPOWER	Brazil	Filed	Phillips 66 Company	1	829568425	
EXTREMEPOWER	China P.R.	Registered	Phillips 66 Company	1	6554769	6554769
EXTREMEPOWER	Colombia	Registered	Phillips 66 Company	1	07-120004	357176
EXTREMEPOWER	Ecuador	Registered	Phillips 66 Company	1	194951	4915-09
EXTREMEPOWER	Iraq	Filed	ConocoPhillips Company	1	58072	

¹ Assignment to Phillips 66 Company has been filed but not yet recorded.

Mark Name	Country	Status	Registrant	Class Number	Current Appl No	Current Reg No
EXTREMEPOWER	Mexico	Registered	Phillips 66 Company	1	91078	1223095
EXTREMEPOWER	United States	Registered	Phillips 66 Company	1	77379309	3644401
FLOBLOC	Brazil	Registered	ConocoPhillips Company	1	817409270	817409270
FLOBLOC	Colombia	Registered	Phillips 66 Company	1	394661	156624
LIQUID POWER	United States	Cancelled 11/04/2013	Phillips 66 Company (Licensee of Manhattan Oil)	1	74055356	1738999
LIQUIDPOWER	Argentina	Registered	Phillips 66 Company	1	2033798	1636557
LIQUIDPOWER	Azerbaijan	Filed	Phillips 66 Company	1	201330463	
LIQUIDPOWER	Belarus	Registered	Phillips 66 Company	1	960779ITZ	8113
LIQUIDPOWER	Brazil	Registered	Phillips 66 Company	1	819301363	819301363
LIQUIDPOWER	Brunei	Registered	Phillips 66 Company	1	38001	38001
LIQUIDPOWER	China P.R.	Registered	Phillips 66 Company	1	1088625	1088625
LIQUIDPOWER	Colombia	Registered	Phillips 66 Company	1	96024025	228797
LIQUIDPOWER	Community Trademark	Registered	Phillips 66 Company	1	254292	254292
LIQUIDPOWER	Ecuador	Registered	Phillips 66 Company	1	68969	4849-97

Mark Name	Country	Status	Registrant	Class Number	Current Appl No	Current Reg No
LIQIDPOWER	Egypt	Filed	Phillips 66 Company	1	282891	
LIQIDPOWER	India	Registered	Phillips 66 Company	1	1465363	1455363
LIQIDPOWER	Indonesia	Registered	Phillips 66 Company	1	388365	388365
LIQIDPOWER	Kazakstan	Registered	Phillips 66 Company	1	35306	24927
LIQIDPOWER	Kuwait	Registered	Phillips 66 Company	1	109670	89607
LIQIDPOWER	Libya	Filed	ConocoPhillips Company	1	11104	
LIQIDPOWER	Malaysia	Registered	Phillips 66 Company	1	96/05478	96005478
LIQIDPOWER	Mexico	Registered	Phillips 66 Company	1	866615	985032
LIQIDPOWER	Nigeria	Registered	Phillips 66 Company	1	TP.39668	63151
LIQIDPOWER	Norway	Registered	Phillips 66 Company	1	199603089	182320
LIQIDPOWER	Papua New Guinea	Registered	ConocoPhillips Company ²	1	A66440	A66440
LIQIDPOWER	Russian Federation	Registered	ConocoPhillips Company	1	96706884	155132
LIQIDPOWER	Saudi Arabia	Registered	ConocoPhillips Company	1	48322	555/55
LIQIDPOWER	Ukraine	Registered	ConocoPhillips Company	1	96051207	14555

² Assignment to Phillips 66 Company has been filed but not yet recorded

Mark Name	Country	Status	Registrant	Class Number	Current Appl No	Current Reg No
LIQUIDPOWER	Venezuela	Registered	Phillips 66 Company	1	6815-96	P-199638
LP	Algeria	Registered	Phillips 66 Company	1	22414	64738
LP	Angola	Registered	Phillips 66 Company	1	10707	10707
LP	Azerbaijan	Registered	Phillips 66 Company	1	2002 0449	2003 0773
LP	Bahrain	Registered	Phillips 66 Company	1	32660	32660
LP	Belarus	Registered	Phillips 66 Company	1	20022318	20832
LP	Brazil	Filed	ConocoPhillips Company	1	825136281	
LP	Canada	Registered	Phillips 66 Company	1	1160561	618686
LP	Chile	Registered	Phillips 66 Company	1	595875	667966
LP	Colombia	Registered	Phillips 66 Company	1	108634	297476
LP	Community Trademark	Registered	Phillips 66 Company	1	2957082	2957082
LP	Ecuador	Registered	Phillips 66 Company	1	129196	23175
LP	Egypt	Registered	Phillips 66 Company	1	156188	156188
LP	Georgia	Registered	Phillips 66 Company	1	2002-017018	M 15380
LP	Indonesia	Registered	Phillips 66 Company	1	D002002-28532-28843	558731

Mark Name	Country	Status	Registrant	Class Number	Current Appl No	Current Reg No
LP	Iraq	Filed	ConocoPhillips Company	1	58070	
LP	Israel	Registered	Phillips 66 Company	1	160862	160862
LP	Kenya	Registered	ConocoPhillips Company	1	53874	053874
LP	Kuwait	Registered	Phillips 66 Company	1	109669	89606
LP	Lithuania	Registered	Phillips 66 Company	1	2002-2255	47835
LP	Malaysia	Registered	Phillips 66 Company	1	2002-14950	02014950
LP	Nigeria	Filed	Phillips 66 Company	1	TP 69060/02	
LP	Norway	Registered	Phillips 66 Company	1	200211320	219167
LP	O.A.P.I.	Registered	Phillips 66 Company	1	3200201693	47205
LP	Oman	Registered	Phillips 66 Company	1	29511	29511
LP	Peru	Registered	Phillips 66 Company	1	208452	99371
LP	Qatar	Registered	Phillips 66 Company	1	28716	28716
LP	Saudi Arabia	Registered	ConocoPhillips Company	1	60182	691738
LP	Syria	Registered	ConocoPhillips Company	1	5396	116386
LP	Taiwan	Registered	Phillips 66 Company	1	91050963	1103614

Mark Name	Country	Status	Registrant	Class Number	Current Appl No	Current Reg No
LP	Turkey	Registered	Phillips 66 Company	1	2002/031142	2002/031142
LP	United Arab Emirates	Registered	Phillips 66 Company	1	50629	41969
LP	United States	Registered	Phillips 66 Company	1	78/133217	2925724
LP	Venezuela	Filed	Phillips 66 Company	1	2002-018703	
LP ARCTIC EDGE	Kazakhstan	Filed	Phillips 66 Company	1	56750	
LP ARCTIC EDGE	Russian Federation	Registered	ConocoPhillips Company	1	2011742507	474576
REFINEDPOWER	United States	Registered	Phillips 66 Company	1	85/533539	4235374
RP	Algeria	Registered	ConocoPhillips Company ³	1	22414	64740
RP	Angola	Registered	Phillips 66 Company	1	10708	10708
RP	Argentina	Registered	ConocoPhillips Company	1	2401344	1997394
RP	Azerbaijan	Registered	Phillips 66 Company	1	2002 0450	2003 0774
RP	Bahrain	Registered	Phillips 66 Company	1	32661	32661
RP	Belarus	Registered	Phillips 66 Company	1	20022317	20801
RP	Brazil	Filed	Phillips 66 Company	1	825135273	

³ Assignment to Phillips 66 Company has been filed but not yet recorded

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Mark Name	Country	Status	Registrant	Class Number	Current Appl No	Current Reg No
RP	Canada	Filed	Phillips 66 Company	1	1421017	
RP	Colombia	Registered	Phillips 66 Company	1	02-108636	278721
RP	Community Trademark	Registered	Phillips 66 Company	1	2985078	2985078
RP	Ecuador	Registered	Phillips 66 Company	1	129185	23174
RP	Georgia	Registered	Phillips 66 Company	1	2002-017019	M 15381
RP	Iraq	Filed	ConocoPhillips Company	1	58071	
RP	Israel	Registered	Phillips 66 Company	1	160886	160886
RP	Kenya	Registered	ConocoPhillips Company	1	53875	53875
RP	Lithuania	Registered	Phillips 66 Company	1	2002-2256	47936
RP	Malaysia	Registered	Phillips 66 Company	1	2002-14951	02014951
RP	Mexico	Registered	Phillips 66 Company	1	1229765	1280937
RP	Nigeria	Filed	Phillips 66 Company	1	TP 69081	
RP	Norway	Registered	Phillips 66 Company	1	200211321	224883
RP	O.A.P.I.	Registered	Phillips 66 Company	1	3200201692	47204
RP	Oman	Registered	Phillips 66 Company	1	29512	29512

Mark Name	Country	Status	Registrant	Class Number	Current Appl No	Current Reg No
RP	Peru	Registered	Phillips 66 Company	1	212574	108174
RP	Qatar	Registered	Phillips 66 Company	1	28715	28715
RP	Saudi Arabia	Registered	ConocoPhillips Company	1	80183	891738
RP	United Arab Emirates	Registered	Phillips 66 Company	1	50828	41861
RP	United States	Registered	Phillips 66 Company	1	78133216	2938752
RP	Venezuela	Registered	Phillips 66 Company	1	2002-016704	P-252983