

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4951401

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	CHANGE OF NAME	
CONVEYING PARTY DATA		
	Name	Execution Date
	COP ENERGY TECHNOLOGIES LLC	04/26/2012
RECEIVING PARTY DATA		
Name:	PHILLIPS 66 ENERGY TECHNOLOGIES LLC	
Street Address:	INTELLECTUAL PROPERTY - LEGAL	
Internal Address:	P.O. BOX 421959	
City:	HOUSTON	
State/Country:	TEXAS	
Postal Code:	77242-1959	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	8318130
CORRESPONDENCE DATA		
Fax Number:	(832)765-9875	
<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:	8327651248	
Email:	rsclegalpsxip@p66.com	
Correspondent Name:	PHILLIPS 66 COMPANY	
Address Line 1:	INTELLECTUAL PROPERTY - LEGAL	
Address Line 2:	P.O. BOX 421959	
Address Line 4:	HOUSTON, TEXAS 77242-1959	
ATTORNEY DOCKET NUMBER:	34239US	
NAME OF SUBMITTER:	RICHARD Y. YUEN	
SIGNATURE:	/richardyuen/	
DATE SIGNED:	05/08/2018	
Total Attachments: 12		
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Phillips 66 Company

SECRETARY'S CERTIFICATE

I, **Karen R. Serwan**, a duly elected, qualified and acting Assistant Secretary of **Phillips 66 Company**, a Delaware corporation (the "Company"), do hereby certify as follows:

1. In my capacity as Assistant Secretary, I am familiar with and have access to the articles of incorporation, by-laws, and minute books of Phillips 66 Company, its parent and subsidiary companies.
2. As of 11:59 p.m., April 26, 2012, ConocoPhillips, a Delaware corporation ("ConocoPhillips"), did (or caused applicable subsidiaries to) assign, transfer, convey and deliver to Phillips 66, or to entities designated by the ConocoPhillips and Phillips 66 or such designees accepted from ConocoPhillips and its applicable subsidiaries, substantially all of ConocoPhillips' and such subsidiaries' respective direct or indirect right, title and interest in and to all of their respective assets employed in the business and operation that comprise or are primarily related to (a) the refining and marketing segment of ConocoPhillips, (b) the chemicals segment of ConocoPhillips, and (c) the midstream segment of ConocoPhillips. Attached hereto as **Exhibit A** is a true and correct photocopy of the relevant portions of the Separation and Distribution Agreement By and Between ConocoPhillips and Phillips 66 dated as of April 26, 2012.
3. Attached hereto as **Exhibit B** is a true and correct excerpt of the relevant portions of Schedule 2.2(a)(ii)(B) to the Separation and Distribution Agreement dated April 26, 2012 regarding the transfer of COP Energy Technologies LLC.
4. Phillips 66, with its transferred assets, is a stand-alone, publicly traded entity without affiliation to ConocoPhillips.
5. Phillips 66 Company, a Delaware corporation, is a wholly owned subsidiary of Phillips 66.
6. Attached hereto as **Exhibit C** is a true and correct copy of the Certificate of Name Change changing the name of COP Energy Technologies LLC to **Phillips 66 Energy Technologies LLC**, which is a wholly owned subsidiary of Phillips 66 Company.

IN WITNESS WHEREOF, I have hereunto set my hand as Assistant Secretary and affixed the corporate seal of the Corporation this 7th day of May 2018.

A handwritten signature in cursive script, reading "Karen R. Serwan".

Karen R. Serwan
Assistant Secretary
Phillips 66 Company

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on May 7, 2018, by Karen R. Serwan, Assistant Secretary of Phillips 66 Company, a Delaware corporation, on behalf of said Company.

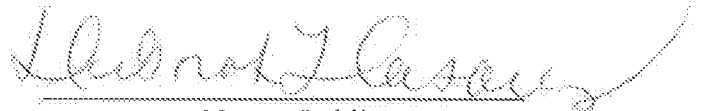
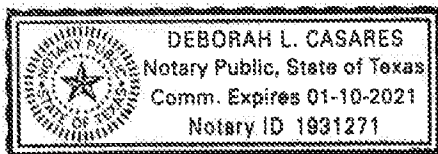

Notary Public

EXHIBIT A

RELEVANT PORTIONS OF
SEPARATION AND DISTRIBUTION AGREEMENT

SEPARATION AND DISTRIBUTION AGREEMENT

BY AND BETWEEN

CONOCOPHILLIPS

AND

PHILLIPS 66

DATED AS OF APRIL 26, 2012

materials, and all recordings, graphs, drawings, reports, analyses and other writings, and other tangible embodiments of the foregoing in any form whether or not listed herein.

"Technology Business" means that portion of the emerging business segment of ConocoPhillips as described in ConocoPhillips' Annual Report on Form 10-K for the period ended December 31, 2011, that primarily relates to the Refining and Marketing Business, Chemicals Business or Midstream Business, including the research and development of advanced hydrocarbon processes, energy efficiency technologies, new petroleum-based products, renewable fuels and carbon capture and conversion technologies, and that is not a business identified by company codes on Schedule 1.1B.

"Term Loan Facility" means the term loan facility pursuant to the term loan agreement entered into prior to the Distribution by Phillips 66, as borrower, the bank named therein as administrative agent, and the lending banks named therein, on such terms and conditions as agreed to by Phillips 66 and the other parties to the term loan agreement and approved by ConocoPhillips.

"Third-Party Claim" shall have the meaning set forth in the Indemnification and Release Agreement.

"Transfer Documents" shall have the meaning set forth in Section 2.4(b).

"Transferred Entities" shall have the meaning set forth in Section 2.2(a)(ii).

"Transition Services Agreement" means the Transition Services Agreement, dated as of the date hereof, between ConocoPhillips and Phillips 66.

"Unreleased Excluded Liability" shall have the meaning set forth in Section 2.7(b).

"Unreleased Phillips 66 Liability" shall have the meaning set forth in Section 2.6(b).

ARTICLE II THE SEPARATION

2.1. Transfer of Assets and Assumption of Liabilities.

(a) Unless otherwise provided in this Agreement or in any Ancillary Agreement, on or prior to the Distribution Date in accordance with the Restructuring Steps Memorandum and to the extent not previously effected prior to the date hereof pursuant to the steps of the Restructuring Steps Memorandum:

(i) ConocoPhillips shall, and shall cause its applicable Subsidiaries to, assign, transfer, convey and deliver to Phillips 66, or the applicable Phillips 66 Designees, and Phillips 66 or such Phillips 66 Designees shall accept from ConocoPhillips and its applicable Subsidiaries, all of ConocoPhillips' and such Subsidiaries' respective direct or indirect right, title and interest in and to all of the

Phillips 66 Designees, and (ii) Phillips 66 shall execute and deliver, and shall cause the Phillips 66 Designees to execute and deliver, such assumptions of contracts and other instruments of assumption as and to the extent necessary to evidence the valid and effective assumption of the Phillips 66 Liabilities by Phillips 66 and the Phillips 66 Designees. All of the foregoing documents contemplated by this Section 2.1(b) shall be referred to collectively herein as the "ConocoPhillips Transfer Documents."

(c) To the extent any Phillips 66 Asset is not transferred or assigned to, or any Phillips 66 Liability is not assumed by, a member of the Phillips 66 Group at the Distribution Date or is owned or held by a member of the ConocoPhillips Group after the Distribution Date, from and after the Distribution Date, any such Phillips 66 Asset or Phillips 66 Liability shall be held by such member of the ConocoPhillips Group for the use and benefit of the member of the Phillips 66 Group entitled thereto (at the expense of the member of the Phillips 66 Group entitled thereto) in accordance with Section 2.5(c), and, subject to Section 2.5(b):

(i) ConocoPhillips shall, and shall cause its applicable Subsidiaries to, as soon as reasonably practicable, assign, transfer, convey and deliver to Phillip 66 or certain of its Subsidiaries designated by Phillips 66, and Phillips 66 or such Subsidiaries shall accept from ConocoPhillips and its applicable Subsidiaries, all of ConocoPhillips' and such Subsidiaries' respective right, title and interest in and to such Phillips 66 Assets; and

(ii) Phillips 66 and certain of its Subsidiaries designated by Phillips 66 shall, as soon as reasonably practicable, accept, assume and agree faithfully to perform, discharge and fulfill all such Phillips 66 Liabilities in accordance with their respective terms.

(d) Phillips 66 hereby waives compliance by each and every member of the ConocoPhillips Group with the requirements and provisions of any "bulk-sale" or "bulk-transfer" Laws of any jurisdiction that may otherwise be applicable with respect to the transfer or sale of any or all of the Phillips 66 Assets to any member of the Phillips 66 Group.

(e) ConocoPhillips hereby waives compliance by each and every member of the Phillips 66 Group with the requirements and provisions of any "bulk-sale" or "bulk-transfer" Laws of any jurisdiction that may otherwise be applicable with respect to the transfer or sale of any or all of the Excluded Assets to any member of the ConocoPhillips Group.

(f) Following the Distribution Date, ConocoPhillips or Phillips 66, as applicable, shall pay or cause to be paid to the other an adjustment amount based on closing date working capital in accordance with Schedule 2.1(f).

2.2. Phillips 66 Assets.

(a) For purposes of this Agreement, "Phillips 66 Assets" means (without duplication):

(i) all Assets that are expressly provided by this Agreement or any Ancillary Agreement as Assets to be transferred to Phillips 66 or any other member of the Phillips 66 Group, including the Assets listed on Schedule 2.2(a)(i);

(ii) (A) all Phillips 66 Contracts, (B) all issued and outstanding equity interests held by ConocoPhillips or its Subsidiaries in the wholly owned Subsidiaries and Affiliates of ConocoPhillips that have been or shall be contributed to, or otherwise transferred, conveyed, or assigned to, the Phillips 66 Group or entities that shall be members of the Phillips 66 Group as of the Distribution Date, as listed on Schedule 2.2(a)(i)(B) (such Subsidiaries and entities, the "Transferred Entities"), and (C) the shares of capital stock or other equity interests held by ConocoPhillips or its Subsidiaries in certain entities (other than the Transferred Entities) that have been or shall be contributed to, or otherwise transferred, conveyed, or assigned to, the Phillips 66 Group as listed on Schedule 2.2(a)(i)(C);

(iii) all Assets reflected as assets of Phillips 66 or its Subsidiaries on the Phillips 66 Balance Sheet, subject to any dispositions of such Assets subsequent to the date of the Phillips 66 Balance Sheet and subject to any adjustment amount based on closing date working capital in accordance with Schedule 2.1(f);

(iv) all Phillips 66 Intellectual Property, Phillips 66 Group Software, Phillips 66 Group Proprietary Information, Existing Phillips 66 Group Patents and Phillips 66 Technology, pursuant to the Intellectual Property Assignment and License Agreement; and

(v) any and all Assets owned and used or held for use immediately prior to the Distribution Date by ConocoPhillips or any of its Subsidiaries primarily in the Phillips 66 Business.

Notwithstanding the foregoing, the Phillips 66 Assets shall not, in any event, include the Excluded Assets referred to in Section 2.2(b). All rights of the Phillips 66 Group in respect of ConocoPhillips insurance policies are set forth in the Indemnification and Release Agreement and shall not otherwise be included in the Phillips 66 Assets.

(b) For the purposes of this Agreement, "Excluded Assets" means (without duplication);

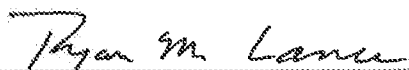
(i) the Assets listed on Schedule 2.2(b)(i) and any and all other Assets that are expressly contemplated by this Agreement or any Ancillary Agreement as Assets to be retained by ConocoPhillips or any other member of the ConocoPhillips Group;

(ii) any cash or cash equivalents withdrawn from Phillips 66 Accounts in accordance with Section 2.10(e);

(iii) the ConocoPhillips Intellectual Property, ConocoPhillips Software and the ConocoPhillips Technology;

IN WITNESS WHEREOF, the parties have caused this Separation and Distribution Agreement to be executed by their duly authorized representatives.

CONOCOPHILLIPS

By: 
Name: Ryan M. Lance
Title: Chairman, President and Chief
Executive Officer

PHILLIPS 66

By: 
Name: Greg C. Garland
Title: Chairman, President and Chief
Executive Officer

EXHIBIT B

**RELEVANT PORTIONS OF
SCHEDULE 2.2(a)(ii)(B)
TO THE
SEPARATION AND DISTRIBUTION AGREEMENT**

Name	% Held by ConocoPhillips and/or its Subsidiaries	Registered Holder	Jurisdiction
COP Energy Technologies LLC	100.00	ConocoPhillips Company	Delaware

EXHIBIT C

CERTIFICATE OF NAME CHANGE FOR
COP ENERGY TECHNOLOGIES LLC

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "COP ENERGY TECHNOLOGIES LLC", CHANGING ITS NAME FROM "COP ENERGY TECHNOLOGIES LLC" TO "PHILLIPS 66 ENERGY TECHNOLOGIES LLC", FILED IN THIS OFFICE ON THE TWENTY-NINTH DAY OF AUGUST, A.D. 2013, AT 2:02 O'CLOCK P.M.

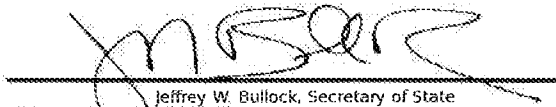
AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE FOURTH DAY OF SEPTEMBER, A.D. 2013.

3787460 8100

131038914

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 0700935

DATE: 08-29-13

PATENT
REEL: 045744 FRAME: 0326

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:13 PM 08/29/2013
FILED 02:02 PM 08/29/2013
SRV 131038914 - 3787460 FILE

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF FORMATION
OF
COP ENERGY TECHNOLOGIES LLC

COP Energy Technologies LLC, a Delaware limited liability company, does hereby certify that the following amendment to its Certificate of Formation has been duly adopted in accordance with the provisions of the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101, et seq.

The name of the corporation is changed, effective as of September 4, 2013, by amending the present FIRST article to read as follows:

FIRST. The name of the limited liability company is Phillips 66 Energy Technologies LLC

Executed: August 29, 2013

COP ENERGY TECHNOLOGIES LLC

By: 

Karen R. Serwan
Assistant Secretary