

10-16-01

10-25-2001



Atty. Dkt. 67929

101885854

To the Honorable Commissioner of Patents

and original documents or copy thereof.

- 1. Name of conveying party(ies):
  - a. JAMES A. CRAN
  - b. DAVID G. STENNING
  - c. ARCTIC OFFSHORE ENGINEERING LTD.
  - d. ALTAPLAN CONSULTANTS LTD.
  - e. CRAN & STENNING TECHNOLOGY INC.,  
an amalgamation of Wild Rose Holdings, Ltd.  
(a continuation into Canada of a Cayman Islands  
corporation) and Cran & Stenning Technology Inc.

- 2. Name and address of receiving party(ies):  
Name: WILLIAMS ENERGY MARKETING &  
TRADING COMPANY  
Address: TULSA, OKLAHOMA

Additional name(s) of conveying party(ies) attached?  Yes  No

Additional name(s) & address(es) attached?  Yes  No

3. Nature of Conveyance:

Assignment  Merger  Security Agreement  Change of Name  Other \_\_\_\_\_

Execution Date: 08/15/2001

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is

- A. Patent Application No.(s)
- B. Patent No.(s)  
6,240,868

Additional numbers attached?  Yes  No

5. Name and Address of party to whom correspondence concerning document should be mailed:

R. Alan Weeks  
Fellers, Snider, Blankenship, Bailey & Tippens, P.C.  
321 S. Boston Ave., Suite 800  
Tulsa, OK 74103-3318

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

Enclosed

Authorized to be charged to deposit account.

8. Deposit account number: \_\_\_\_\_  
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Signature

10/12/01  
Date

R. Alan Weeks  
Name of Person Signing

TOTAL NUMBER OF PAGES COMPRISING COVER SHEET & ATTACHMENTS 8

## ASSIGNMENT OF RIGHTS

**THIS ASSIGNMENT OF RIGHTS AGREEMENT** is made this 15th day of August, 2001

Between:

**James A. Cran ("Cran"), David G. Stenning ("Stenning"), Arctic Offshore Engineering Ltd. ("Arctic"), AltaPlan Consultants Ltd. ("Alta"), and Cran & Stenning Technology Inc. ("Amalco")** (a Canadian entity arising from the amalgamation of **Wild Rose Holdings, Ltd. (WRH)** (a continuation into Canada of a Cayman Islands corporation) and **Cran & Stenning Technology Inc. ("C&ST")**) (all of whom are jointly and severally referred to hereinafter, including their Affiliates, as **"Assignors"**)

- and -

**Williams Energy Marketing & Trading Company**, a Delaware corporation, (**"Williams"**) as assignee

### RECITALS:

- A. Assignors are the co-inventors and/or owners of, or have the right to acquire ownership of, certain technology relating to apparatus and methods for the transport and storage of compressed gasses, such as natural gas, defined as the Pipeship Technology and the Subsequent Pipeship Technology.
- B. Pursuant to a Framework, Sale and Pipeship Technology Agreement entered into between the Assignors and Williams, dated as of even date herewith (the **"Framework Agreement"**), the Assignors agreed to sell, and Williams agreed to acquire, the entire worldwide right, title and interest of the Assignors in and to the Pipeship Technology (via an assignment of option rights) and the Subsequent Pipeship Technology.
- C. By this instrument, the Parties desire to make provision for the assignment of rights from Assignors to Williams for Williams to acquire all Intellectual Property and Other Rights relating to the Subsequent Pipeship Technology.

**IN CONSIDERATION** of the premises and the mutual covenants, promises, representations, warranties and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors, and Williams, intending to be legally bound thereby, agree as follows:

**ARTICLE 1  
DEFINITIONS**

**1.1 Definitions and Exhibits**

Capitalized words used herein have the meaning set forth in the Framework Agreement, unless the context otherwise requires. For convenience of reference, a list of the Subsequent Patent Rights is set out in Exhibit "A" to this Agreement.

**ARTICLE 2  
ASSIGNMENT AND RELATED COVENANTS**

**2.1 Assignment**

Assignors, each on their own behalf and on behalf of their Affiliates, hereby sell, assign, transfer and set over to Williams, and Williams accepts, all worldwide right, title and interest of Assignors and their Affiliates in and to the Subsequent Pipeship Technology, including all tangible objects manifesting the same, to have and to hold the same, exclusively, for its own use and benefit as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment had not been made.

**2.2 Subsequent Patent Rights**

Part and parcel to the preceding grant, Assignors hereby sell, assign, transfer and set over to Williams, the inventions and applications forming the Subsequent Patent Rights and any and all United States, Canada or other national patent applications subsequently filed thereon, claiming priority therefrom or claiming the benefit thereof, divisions and continuations thereof, and any and all Letters Patent of the United States, its territorial possessions, Canada and any and all other countries which may be granted therefor, and any and all extensions, reissues or certificates of reexamination of such Letters Patent, including all rights of priority and the subject matter of any and all claims which may be obtained in every such patent, the same to be held and enjoyed by Williams for its own use and benefit, and for the use and benefit of its successors, assigns or other legal representatives, to the end of the term or terms for which such Letters Patent are or may be granted, extended, reissued or reexamined as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment had not been made.

**2.3 Authorization to Commissioner of Patents**

Assignors hereby authorize and request the Commissioner of Patents, or like official, to issue any and all Letters Patent of the United States, Canada or other countries resulting from a Subsequent Patent Rights application, or resulting from an application which claims priority from, or the benefit of, a Subsequent Patent Rights application, and from any and all divisions and continuations, extensions, reissues or reexaminations of any such application, to Williams, and hereby covenant that they have the full right to convey the entire interest herein assigned, and that they have not executed and will not execute any agreement in conflict herewith.

## **2.4 Further Assurances**

Assignors further hereby covenant and agree that they will, at any time, upon request and at the expense of Williams, execute and deliver any and all papers that may be necessary or desirable to perfect title to the Subsequent Pipeship Technology, including the inventions and applications forming the Subsequent Patent Rights and any Letters Patent as may be granted therefor, in Williams, its successors, assigns, or other legal representatives, and that if Williams, its successors, assigns, or other legal representatives shall desire to file any additional original application, division or continuation application, or to secure an extension, reissue or reexamination of such Letters Patent, or to file a disclaimer relating thereto, will, upon request, sign all papers, make all rightful oaths, and do all requisite acts for the filing of such original application, division, continuing, or reissue application, request for reexamination or disclaimer, without further compensation.

## **2.5 Cooperation**

Assignors further agree, without additional compensation, to communicate to Williams, its successors, assigns, or other legal representatives, such facts pertaining to the Subsequent Pipeship Technology and/or relating to the inventions and applications forming the Subsequent Patent Rights or Letters Patent issuing therefrom as may be known to testify and as to such facts in any interference or other litigation when requested to do so, and to cooperate in the conduct of any litigation or in the prosecution of any patent application or related proceeding as requested by Williams, in each case, at the expense of Williams.

### **ARTICLE 3 REPRESENTATIONS AND WARRANTIES**

#### **3.1 Representations and Warranties**

The Assignors and Williams hereby confirm the representations and warranties pertaining to the Subsequent Pipeship Technology set out in the Framework Agreement, and the same are incorporated herein by reference.

### **ARTICLE 4 MISCELLANEOUS**

#### **4.1 Governing Law**

This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Alberta and the laws of Canada applicable therein (excluding any conflict of laws rule or principle, which might refer such construction to the laws of another jurisdiction).

#### **4.2 Mediation or Arbitration**

Any dispute arising out of or relating to this Agreement shall be finally resolved by mediation or binding arbitration in accordance with the provisions of Paragraph 11.6 of the Framework Agreement.

#### **4.3 Further Assurances**

Each of the parties shall, from time to time, execute and deliver all such further documents and instruments and do all things and acts as the other party may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.


#### **4.4 Enurement**

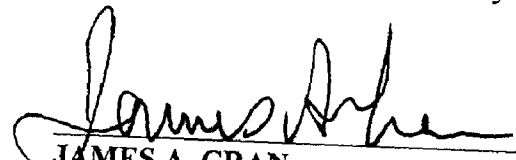
This Agreement shall enure to the benefit of the parties hereto, their respective successors and permitted assigns.


**4.5 Counterpart and Facsimile Execution**

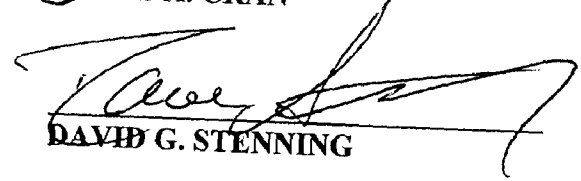
This Agreement may be executed by facsimile and in any number of counterparts. Each executed counterpart shall be deemed an original; all executed counterparts taken together shall constitute one agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

  
\_\_\_\_\_  
Witness

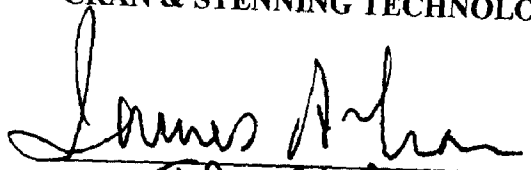
  
\_\_\_\_\_  
JAMES A. CRAN

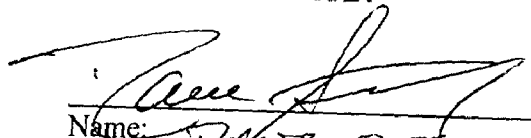
  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
DAVID G. STENNING

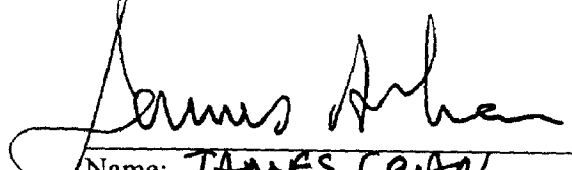
**CRAN & STENNING TECHNOLOGY INC.**

**ARCTIC OFFSHORE  
ENGINEERING LTD.**

  
\_\_\_\_\_  
Name: JAMES CRAN  
Title: President

  
\_\_\_\_\_  
Name: DAVID STENNING  
Title: PRESIDENT

**ALTAPLAN CONSULTANTS LTD.**

  
\_\_\_\_\_  
Name: JAMES CRAN  
Title: President

**WILLIAMS ENERGY MARKETING AND  
TRADING**

\_\_\_\_\_  
Name:  
Title:

**4.5 Counterpart and Facsimile Execution**

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\_\_\_\_\_  
Witness

\_\_\_\_\_  
**JAMES A. CRAN**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**DAVID G. STENNING**

**CRAN & STENNING TECHNOLOGY INC.**

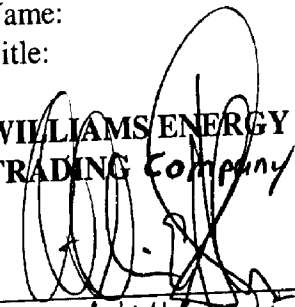
**ARCTIC OFFSHORE  
ENGINEERING LTD.**

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name:  
Title:

**ALTAPLAN CONSULTANTS LTD.**

\_\_\_\_\_  
Name:  
Title:

*WEL*  
  
**WILLIAMS ENERGY MARKETING AND  
TRADING Company**

\_\_\_\_\_  
Name: *William E. Hobbs*  
Title: *President*

## EXHIBIT A

### SUBSEQUENT PATENT RIGHTS

1. Canadian Patent Application No. 2,283,007, filed 22 Sep 1999, entitled Containment Structure and Method of Manufacture
2. Canadian Patent Application No. 2,283,008 filed 22 Sep 1999, entitled Ship or Barge Based Compressed Gas Transport System
3. U.S. Patent Application Serial No. 09/497,703, filed 4 Feb 2000, entitled Containment Structure and Method of Manufacture, now U.S. Patent No. 6,240,868
4. U.S. Patent Application Serial No. 09/497,869, filed 4 Feb 2000, entitled Ship or Barge Based Compressed Gas Transport System (abandoned)
5. Canadian Patent Application No. 2,341,995, filed 21 Mar 2001, entitled Containment Structure and Method of Manufacture
6. PCT Patent Application No. PCT/CA01/00360, filed 21 Mar 2001, entitled Containment Structure and Method of Manufacture

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