

10123102

10-30-2002

Form PTO 1595

RI



Docket No.: FBRICE1100

102265330

To the Honorable Commissioner for Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of Conveying party(ies):

- a. James Beresford Lee
- b. Angela Bowles Legal Representative for Timothy John Monks
- c. Peter Mitchell Stone
- d. Robert John Turner

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

2. Name and address of receiving Party(ies)

Name: **BHP BILLITON INNOVATION PTY LTD**

Internal Address: _____

Street Address: Level 43, 600 Bourke Street

City: Melbourne, Victoria, 3000 Country: Australia

Additional name(s) & address(es) attached?

Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of name
- Other _____

Execution Dates: a. June 14, 2002; b. June 11, 2002;
c. June 17, 2002; d. July 2, 2002

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)
10/155,933

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Lisa A. Haile, J.D., Ph.D.
GRAY CARY WARE & FREIDENRICH LLP

Street Address: 4365 Executive Drive, Suite 1100

City: San Diego State: CA Zip: 92121

6. Total number of Applications and patents involved: 1

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

- Enclosed - Check No.: 520404
- Authorized to charge any underpayment or credit any overpayments to deposit account.

8. Deposit Account No.: 50-1355

10/30/2002 BYRME 00000000 10153933

DO NOT USE THIS SPACE

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40.00 DP

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.

Lisa A. Haile, J.D., Ph.D.

October 18, 2002
Date

Name of Person Signing
Registration No.: 38,347

Signature

Total number of pages including cover sheet, attachments, and document: **FIVE (5)**

FINANCE SECTION
OCT 23 10 02

ASSIGNMENT

This assignment ("Assignment") is made by James Beresford Lee, Timothy John Monks, Peter Mitchell Stone and Robert John Turner, all of Australia (collectively, the "Assignors"), to Assignee, **BHP BILLITON INNOVATION PTY LTD** ("Assignee"), having a place of business at Level 43, 600 Bourke Street, Melbourne, Victoria, 3000, Australia.

Recitals

A. Each of the Assignors has invented a new and useful invention entitled **GRAVITY SURVEYS** for which an application for United States Letters Patent Application was filed **May 24, 2002** in the United States Patent and Trademark Office.

B. Each of the Assignors authorizes and requests insertion of the serial number of the application when officially known:

The United States Application Serial No.: 10/155,933;

C. Each of the Assignors believes the Assignors to be the original, first and joint inventors of the invention disclosed and/or claimed in the application for Letters Patent.

D. The parties desire to have a recordable instrument assigning from the Assignors to the Assignee the entire rights, title and interest in and to the invention, the application and all Letters Patent in the United States and throughout the world that may be granted or issued for the invention or that derive a right of priority from the application (including, without limitation, all divisional, continuation, continuation-in-part and continued prosecution applications thereof, and all reissues and reexaminations thereof, and all foreign counterparts thereof) (collectively, the "Invention Patents").

Agreement

NOW, THEREFORE, in accordance with the obligations to assign the Invention Patents and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Assignors agrees to the foregoing and as follows:

1. Each of the Assignors does and will sell, assign and transfer to Assignee, such Assignor's entire rights, title, and interest in and to each of the Invention Patents, including, without limitation, the rights to file foreign applications directly in the name of the Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties, or otherwise.

2. Each of the Assignors agrees that, upon request and without further compensation, but at no expense to such Assignor, such Assignor and such Assignor's legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Invention Patents in the United States and throughout the world, and for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Invention Patents in the United States and throughout the world. In the event that Assignee is unable for any reason to secure any of the Assignors' signatures to any document that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Invention Patents in the United States and throughout the world, or for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Invention Patents in the United States and throughout the world, each such Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents as such Assignor's agents and attorneys-in-fact to act for and on such Assignor's behalf

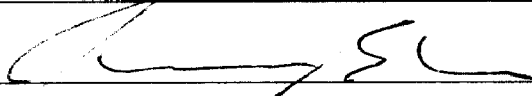
and instead of such Assignor to execute such document, all with the same legal force and effect as if executed by such Assignor.

3. Each of the Assignors represents and warrants that such Assignor has not granted and will not grant to others either (1) any rights, title or interest in and to any of the Invention Patents, or (2) any rights inconsistent with the rights granted herein.

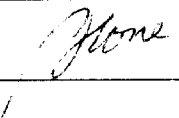
4. Each of the Assignors authorizes and requests the Assistant Commissioner for Patents of the United States and the various counterparts thereof throughout the world to issue and/or grant any Letters Patent granted for each of the Invention Patents to Assignee, its successors and assigns, as the assignee of the entire interest in such Invention Patents.

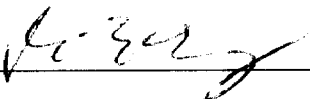
5. This Assignment constitutes the entire agreement with respect to its subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. No waiver, amendment, or modification of this Assignment shall be effective against the Assignee, unless in writing executed by a duly authorized representative of the Assignee. This Assignment shall be governed in all respects by the laws of the United States of America and by the laws of the state/province of California, as such laws are applied to agreements entered into and to be performed entirely within California between California residents. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in California, as applicable, for any matter arising out of or relating to this Assignment, except that in any action seeking to enforce any order or any judgment of such federal or state courts located in California, such personal jurisdiction shall be nonexclusive. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to Assignee for which there will be no adequate remedy at law, and Assignee shall be entitled to injunctive relief and/or a decree of specific performance, and such other relief as may be proper.

IN WITNESS WHEREOF, each of the Assignors has executed this Assignment on the date(s) provided below.

Date: 14 June 2002 Assignor : James Berford Lee
Signature: 

Date: 11 June 2002 Assignor : Angela Bowles Legal Representative for Timothy John Monks
Signature: A. Bowles

Date: 17 June 2002 Assignor : Peter Mitchell Stone
Signature: 

Date: 2 July 2002 Assignor : Robert John Turner
Signature: 

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: **James Beresford Lee, et al.**
Serial No.: 10/155,933
Filed: May 24, 2002
Title: **GRAVITY SURVEYS**

Art Unit: 2862
Examiner Unassigned

BOX ASSIGNMENT

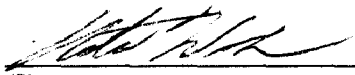
Director, U.S. Patent and Trademark Office
Washington, D.C. 20231

TRANSMITTAL SHEET

Sir:

Transmitted herewith for the above-identified application, please find:

1. A Recordation Form Cover Sheet and executed Assignment (5 pages);
2. Check No. 520404 in the amount of \$40.00; and
3. Return Receipt Postcard.

CERTIFICATION UNDER 37 CFR §1.8	
I hereby certify that the documents referred to as enclosed herein are being deposited with the United States Postal Service as first class mail on this date, October 18, 2002 , in an envelope addressed to: Box ASSIGNMENT, Director, U.S. Patent and Trademark Office, Washington, D.C. 20231.	
Robert Wickman (Name of Person Mailing Paper)	
 (Signature)	October 18, 2002 (Date)

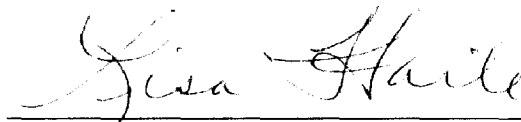
In re Application of:
James Beresford Lee, et al.
Application No.: 10/155,933
Filed: May 24, 2002
Page 2

PATENT
Attorney Docket No.: FBRICE1100

Enclosed is Check No. 520404 in the amount of \$40.00 for the Assignment Recordation Filing fee. The Commissioner is authorized to charge any other fees, or credit any overpayments, to Deposit Account No. 50-1355. A duplicate copy of this Transmittal Sheet is enclosed.

Respectfully submitted,

Date: October 18, 2002



Lisa A. Haile, J.D., Ph.D.
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Telephone: (858) 677-1456
Facsimile: (858) 677-1465

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