

**PATENT ASSIGNMENT**

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
EFFECTIVE DATE:	05/24/2005

**CONVEYING PARTY DATA**

Name	Execution Date
Roger K. Lott	05/18/2005
Lap-Keung Lee	04/27/2005
Peter C. Quinn	05/24/2005

**RECEIVING PARTY DATA**

Name:	Headwaters Heavy Oil, LLC
Street Address:	10653 South River Front Parkway
Internal Address:	Suite 300
City:	South Jordan
State/Country:	UTAH
Postal Code:	84095

**PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	11117203

**CORRESPONDENCE DATA**

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 Address Line 2: 60 East South Temple  
 Address Line 4: Salt Lake City, UTAH 84111

NAME OF SUBMITTER:	John M. Guynn
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**OP \$40.00 11117203**

Total Attachments: 3

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WHEN RECORDED RETURN TO:

Workman Nydegger  
1000 Eagle Gate Tower  
60 East South Temple  
Salt Lake City, Utah 84111

PATENT APPLICATION  
Docket No. 15913.703.1  
Express Mail Label No. EV723467395US

### **ASSIGNMENT**

We, Roger K. Lott, Lap-Keung Lee and Peter C. Quinn of 10819-18 Avenue, Edmonton, Alberta, Canada T6J 6P2; 12 East Kincaid Drive, West Windsor, New Jersey 08550; and Box 1750, Cochrane, Alberta, Canada T4C 1B6, respectively, have invented an invention entitled **FIXED BED HYDROPROCESSING METHODS AND SYSTEMS AND METHODS FOR UPGRADING AN EXISTING FIXED BED SYSTEM**, hereinafter called the "invention."

Preferred embodiments of said invention are disclosed in a United States patent application executed concurrently herewith by us and now identified as File No. 15913.703.1 of the law firm of Workman Nydegger, 1000 Eagle Gate Tower, 60 East South Temple, Salt Lake City, Utah 84111, and filed in the United States Patent and Trademark Office as Serial No. 11/117,203 on April 28, 2005. (We hereby authorize the attorneys of Workman Nydegger to insert said serial number and filing date when known.)

The Assignee, HEADWATERS HEAVY OIL, LLC, a limited liability company of the State of Utah, having a principal place of business at 10653 South River Front Parkway, Suite 300, South Jordan, Utah 84095, desires to secure the entire right, title and interest in said invention.

In consideration of One Dollar (\$1.00) and other good and valuable consideration paid to us by the Assignee, the receipt and sufficiency of which we hereby acknowledge, WE HEREBY ASSIGN TO THE ASSIGNEE:

The entire right, title and interest in said invention in the above-identified United States patent application and in all divisions, continuations and continuations-in-part of

said application, or reissues or extensions of Letters Patent or Patents granted thereon, and in all corresponding applications filed in countries foreign to the United States, and in all patents issuing thereon in the United States and foreign countries.

The right to file foreign patent applications on said invention in its own name, wherever such right may be legally exercised, including the right to claim the benefits of the International Convention for such applications.

We hereby authorize and request the United States Director of Patents and Trademarks, and such Patent Office officials in foreign countries as are duly authorized by their patent laws to issue patents, to issue any and all patents on said invention to the Assignee as the owner of the entire interest, for the sole use and behoof of the said Assignee, its successors, assigns and legal representatives.

We hereby agree, without further consideration and without expense to us, to sign all lawful papers and to perform all other lawful acts which the Assignee may request of us to make this Assignment fully effective, including, by way of example but not of limitation, the following:

Prompt execution of all original, divisional, substitute, reissue, and other United States and foreign patent applications on said invention, and all lawful documents requested by the Assignee to further the prosecution of any of such patent applications.

Cooperation to the best of our ability in the execution of all lawful documents, the production of evidence, nullification, reissue, extension, or infringement proceedings involving said invention.

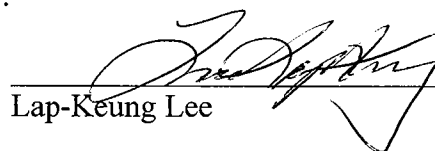
This assignment and agreement shall be binding upon our heirs and legal representatives.

DATED this 18 day of ~~April~~<sup>May</sup> 2005.

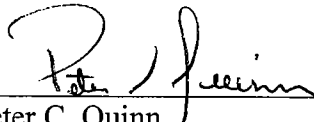


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Roger K. Lott

DATED this 27 day of April 2005.

  
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Lap-Keung Lee

DATED this 24 day of <sup>May</sup>~~April~~ 2005.

  
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Peter C. Quinn

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