

Client/Matter No. 9378/186

## RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

1. Name of conveying Party(ies)/Execution Date:

**GARY ALLAN FROYLAND  
MERAB MENABDE**

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: **BHP Billiton Centre, 180 Lonsdale  
Street, Melbourne, Vic 3000,  
Australia**Additional name(s) and addresses attached?  Yes  No

3. Nature of Conveyance:

Execution Date(s): **Froyland: January 30, 2006; Menabde: February 17, 2006**

- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> Assignment          | <input type="checkbox"/> Change of Name | <input type="checkbox"/> Executive Order 9424, Confirmatory License |
| <input type="checkbox"/> Security Agreement             | <input type="checkbox"/> Merger         | <input type="checkbox"/> Joint Research Agreement                   |
| <input type="checkbox"/> Government Interest Assignment | <input type="checkbox"/> Other          |   |

4. Application or patent number(s).

 This document is being filed together with a new application.

A. Patent Application No.(s)

**10/530,845 filed April 8, 2005**

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

**BRINKS HOFER GILSON & LIONE  
P.O. BOX 10395  
CHICAGO, IL 60610  
(312) 321-4200  
(312) 321-4299 Fax**

6. Total number of applications and patents involved: **1**7. Total fee (37 CFR 1.21(h) & 3.41) **\$ 40.00**

- Authorized to be charged by credit card.  
 Authorized to be charged to Deposit Account No. 23-1925.  
 Enclosed  
 None required (government interest not affecting title)

8. Payment Information:

- a.  Credit Card: Last 4 Numbers  
Expiration Date
- b.  Charge any Deficiencies to Deposit  
Account Number: **23-1925**  
Authorized User Name: **Brinks Hofer Gilson & Lione**

9. Signature:



Signature

February 23, 2006

Date

**G. Peter Nichols**

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: **5**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$40.00 231925 10530845

Case No. 9378/186

ASSIGNMENT

WHEREAS, Gary Allan Froyland and Merab Menabde, hereinafter called the "Assignors", have made the invention described in the United States patent application Serial No. 10/530,845 as filed on April 8, 2005 entitled SYSTEM AND METHOD(S) OF MINE PLANNING, DESIGN AND PROCESSING,

WHEREAS, BHP BILLITON INNOVATION PTY LTD., a corporation organized and existing under the laws of AUSTRALIA, having a place of business at 180 LONSDALE STREET, MELBOURNE, VIC 3000, AUSTRALIA, hereinafter called the "Assignee", desires to acquire the entire right, title and interest in and to the invention and the patent application identified above, and all patents which may be obtained for said invention, as set forth below;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt of which by the Assignors from the Assignee is hereby acknowledged, the Assignors have sold, assigned and transferred, and by these presents do sell, assign and transfer to the Assignee, the entire right, title and interest for the United States in and to the invention and the patent application identified above, and any patents that may issue for said invention in the United States; together with the entire right, title and interest in and to said invention and all patent applications and patents therefor in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; together with the entire right, title and interest in and to all continuations, divisions, renewals and extensions of any of the patent applications and patents defined above; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents.

The Assignors hereby covenant and agree, for both the Assignors and the Assignors' legal representatives, that the Assignors will assist the Assignee in the prosecution of the patent application identified above; in the making and prosecution of any other patent applications that the Assignee may elect to make covering the invention identified above; in vesting in the Assignee like exclusive title in and to all such other patent applications and

patents; and in the prosecution of any interference which may arise involving said invention, or any such patent application or patent; and that the Assignors will execute and deliver to the Assignee any and all additional papers which may be requested by the Assignee to carry out the terms of this Assignment.

The Commissioner of Patents and Trademarks is hereby authorized and requested to issue patents to the Assignee in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, the Assignors have executed this agreement.

DATE: 30-1-06   
GARY ALLAN FROYLAND

WITNESSED:  
DATE: 30-1-06 

DATE: 30-1-06 

DATE: \_\_\_\_\_  
WITNESSED: \_\_\_\_\_  
MERAB MENABDE

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Case No. 9378/186

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DATE:	_____	_____
WITNESSED:		GARY ALLAN FROYLAND
DATE:	_____	_____
DATE:	_____	_____
DATE:	17/02/2006	
WITNESSED:		MERAB MENABDE
DATE:	17/2/06	
DATE:	_____	KATHRYN DOWLING