

Client/Matter No. 12905/4

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:

<p>1. Name of conveying Party(ies)/Execution Date:</p> <p style="text-align: center;">ANDREW VINCE BRUCE ANDREW FIRTH SHENGGEN HU</p> <p>Additional name(s) of conveying party(ies) attached?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and Address of receiving Party(ies):</p> <p>Name: BM ALLIANCE COAL OPERATIONS PTY LTD and COMMONWEALTH SCIENTIFIC AND INDUSTRIAL RESEARCH ORGANISATION</p> <p>Internal Address: CENTRAL QUEENSLAND OFFICE, PEAK DOWNS MINE, PRIVATE MAIL BAG, MORANBAH QLD 4744, AUSTRALIA and LIMESTONE AVENUE, CAMPBELL ACT 2612, AUSTRALIA</p> <p>Street Address: City:</p> <p>Country: AUSTRALIA</p> <p>Additional name(s) and addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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3. Nature of Conveyance:
Execution Date(s): **Vince: January 23, 2007; Firth: February 5, 2007; Hu: February 5, 2007**

Assignment Change of Name Executive Order 9424, Confirmatory License

Security Agreement Merger Joint Research Agreement

Government Interest Assignment Other

4. Application or patent number(s). This document is being filed together with a new application.

A. Patent Application No.(s)
10/558,126

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

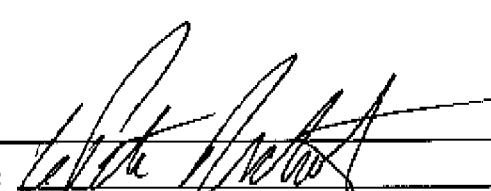
7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

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)

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a. Credit Card: Last 4 Numbers
Expiration Date

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Account Number: 23-1925
Authorized User Name: Brinks Hofer Gilson & Lione

9. Signature: 

Signature

G. Peter Nichols
Name of Person Signing

February 21, 2007

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

PATENT

CH \$40.00 231925 10556126

12905/4
FP22651**ASSIGNMENT**

WHEREAS, Andrew Vince, Bruce Andrew Firth and Shenggen Hu, hereinafter called the "Assignors", have made the invention described in the United States patent application entitled Method And Apparatus For Determining Particle Parameter And Processor Performance In A Coal And Mineral Processing System, for a full description of which reference is here made to an application for Letters Patent of the United States filed on November 23, 2005 and assigned Application Serial No. 10/558,126;

WHEREAS, BM Alliance Coal Operations Pty Ltd and Commonwealth Scientific And Industrial Research Organisation, a corporation organized and existing under the laws of Australia, having a place of business at Central Queensland Office, Peak Downs Mine, Private Mail Bag, Moranbah QLD 4744, Australia and Limestone Avenue, Campbell ACT 2612, 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; together with the right to recover all damages, including, but not limited to, a reasonable royalty, by reason of past, present, or future infringement or any other violation of patent or patent application rights; 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.

PATENT

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: 23/1/07 Andrew Vince
ANDREW VINCE

WITNESSED:
DATE: 23.1.07 [Signature]

DATE: 23.1.07 [Signature]

DATE: _____
BRUCE ANDREW FIRTH

WITNESSED:

DATE: _____

DATE: _____

DATE: _____
SHENGGEN HU

WITNESSED:

DATE: _____

DATE: _____

12905/4
FP22651**ASSIGNMENT**

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PATENT

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IN TESTIMONY WHEREOF, the Assignors have executed this agreement.

DATE:	<u>5/07/2007</u>	<u>ANDREW VINCE</u>
WITNESSED:		
DATE:	<u>5/02/2007</u>	
DATE:		
DATE:	<u>5/2/07</u>	<u>BCE Firth</u>
WITNESSED:		<u>BRUCE ANDREW FIRTH</u>
DATE:	<u>5/02/2007</u>	<u>M.O'R</u>
DATE:		
DATE:	<u>05/02/2007</u>	<u>Shengben Hu</u>
WITNESSED:		<u>SHENGBEN HU</u>
DATE:	<u>5/02/2007</u>	<u>M.O'R</u>
DATE:		