

10-29-2007



To the Honorable Commissioner c

103457107

Attached original documents or copy thereof.

1. Name of Conveying party(ies):

Oschatz GmbH

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

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

Execution Date: September 17, 2007

2. Name and address of receiving party(ies):

Name: **Xstrata Technology Pty Ltd.**

Street Address: Level 4, 307 Queen Street
Brisbane, Queensland, 4000, Australia

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

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)

U.S. Serial No. 11/245,286

Filed: October 6, 2005

Additional numbers attached? ☐ Yes ☒ No

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

Name: Collard & Roe, P.C.

Internal Address: _____

Street Address: 1077 Northern Boulevard

City: Roslyn State: NY ZIP: 11576

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: 03-2468

(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.

Frederick J. Dorchak

Name of Person Signing

Signature

October 24, 2007

Date

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

DEED OF ASSIGNMENT

AUSTRALIA

THIS DEED is made the 17th day of September 2007

BETWEEN Oschatz GmbH
of Westendhof 10-12
Essen, 45143, Germany
("Assignor")

AND Xstrata Technology Pty Ltd
of Level 4, 307 Queen Street
Brisbane, Queensland, 4000, Australia
("Assignee")

RECITALS:

- A. The Assignor is the applicant or patentee in respect of the patent applications given in Schedule 1 to this Deed (the "**Patent Applications**"), in respect of the invention entitled "Method for Obtaining Pure Copper".
(the "**Inventions**")
- B. the Assignor has agreed to assign to the Assignee and the Assignee desires to take assignment of all intellectual property rights, title and interest of the Assignor in and to the Invention including patent rights, design rights, copyright, and trade secrets.

NOW THIS DEED WITNESSES

1. In consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration receipt of which is hereby acknowledged by the Assignor, the Assignor hereby assigns to the Assignee all of the rights, title and interest in and to the Patent Applications and the Invention including:
- (a) the rights and powers to proceed with any intellectual property Application in Australia including patents, designs, copyright and all rights, title and interest in and to any rights granted thereon including patent rights

- (b) the rights and powers to seek protection in countries other than Australia by way of Patent, Petty Patent, Utility Model, Design Patent, copyright or other appropriate form of protection of the Invention, by way of application(s) for such protection made to the appropriate authorities in such other country or countries as the Assignee in its complete discretion may elect, whether or not any such foreign application(s) be made claiming International Convention Priority from an application hereby assigned.
- (c) all right, title and interest in the patent applications listed in Schedule 1, including the right to take action in respect of infringements of any rights that occurred before the date of this Deed.

- 2. The Assignor agrees, at the expense of the Assignee to sign, execute and deliver all documents, forms and papers reasonably required to be produced or obtained by the Assignee in connection with any application for Letters Patent or other form of protection for the subject matter of the Invention, in Australia or elsewhere.
- 3. The Assignor agrees, at the expense of the Assignee to sign, execute and deliver all documents, forms and papers, and to do any other act, reasonably required in connection with recording any assignment or giving effect to any other transfer of rights in relation to the Patent Applications and the Invention to the Assignee.
- 4. The Assignor warrants that it is the applicant in respect of the Patent Applications and that there are no encumbrances preventing assignment of the Patent Applications.

Executed as a Deed.

SIGNED, SEALED and DELIVERED on
behalf of Oschatz GmbH
in accordance with
its constitution in the presence of:

)
)
) Director
)

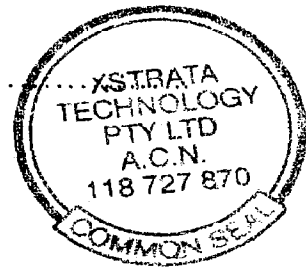
Oschatz GmbH

.....
Witness

SIGNED, SEALED and DELIVERED on
behalf of Xstrata Technology Pty Ltd
in accordance with
its constitution in the presence of:

)
)
) Director
)

.....
Witness



Schedule 1

Australian Patent Application No. 2005220180
Belgian Patent Application No. 2005/0488
Canadian Patent Application No. 2522235
Chilean Patent Application No. 2005-2635
Chinese Patent Application No. 2005 10131526.4
German Patent Application No. 10 2004 049 234.4-24
Indonesian Patent Application No. P 00 2005 005 65
Mexican Patent Application No. PA/a/2005/010847
Peruvian Patent Application No. 0011 89-2005/OIN
X United States Patent Application No. 11/245286 X
Zambian Patent Application No. 19/2005