

**PATENT ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT						
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT						
<b>CONVEYING PARTY DATA</b>							
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Robert Graham</td> <td>04/09/2008</td> </tr> <tr> <td>Barry Freel</td> <td>04/09/2008</td> </tr> </tbody> </table>		Name	Execution Date	Robert Graham	04/09/2008	Barry Freel	04/09/2008
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Robert Graham	04/09/2008						
Barry Freel	04/09/2008						
<b>RECEIVING PARTY DATA</b>							
<b>Name:</b>	Ivanhoe Energy, Inc.						
<b>Street Address:</b>	654-999 Canada Place						
<b>City:</b>	Vancouver, British Columbia						
<b>State/Country:</b>	CANADA						
<b>Postal Code:</b>	V6C 3E1						
<b>PROPERTY NUMBERS Total: 1</b>							
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>12046363</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	12046363		
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Application Number:	12046363						
<b>CORRESPONDENCE DATA</b>							
<b>Fax Number:</b>	(949)567-6710						
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>							
<b>Phone:</b>	949-567-6700						
<b>Email:</b>	IPPROSECUTION@ORRICK.COM						
<b>Correspondent Name:</b>	ORRICK, HERRINGTON & SUTCLIFFE, LLP IP P						
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<b>Address Line 2:</b>	SUITE 1600						
<b>Address Line 4:</b>	IRVINE, CALIFORNIA 92614-2558						
<b>ATTORNEY DOCKET NUMBER:</b>	18153.4006						
<b>NAME OF SUBMITTER:</b>	Kenneth S. Roberts						
<b>Total Attachments: 2</b> source=18153_4006asgmt#page1.tif source=18153_4006asgmt#page2.tif							

CH \$40.00 12046363

ASSIGNMENT OF PATENT

WHEREAS, WE, ROBERT GRAHAM, Citizen of Canada, residing at 91 Vesta Street, Ottawa, Ontario K2J 3Z2, Canada; and BARRY FREEL, Citizen of Canada, residing at 6489 Greely West Drive, Greely Ontario K4P 1E8, Canada, (hereinafter referred to as "ASSIGNORS") have invented a certain invention entitled Methods and Systems for Producing Reduced Resid and Bottomless Products from Heavy Hydrocarbon Feedstocks, which claims priority to US Provisional Application 60/894280, filed March 12, 2007; and

WHEREAS, Ivanhoe Energy, Inc., a corporation organized and existing under and by virtue of the laws of Canada and having its principal place of business at 654-999 Canada Place, Vancouver, British Columbia V6C 3E1, Canada (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the exclusive right, title and interest in, to and under said invention and in, to and under any Patent or similar legal protection to be obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNORS hereby sell, assign, transfer and set over unto the said ASSIGNEE, its successors and assigns, the full and exclusive right, title and interest to said invention and to all Letters Patent or application or similar legal protection, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said invention by said application, and to any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in the United States or a foreign country for the full term or terms for which the same may be granted, including all priority rights under the International Convention; and ASSIGNORS hereby authorize and request the United States Commissioner of Patents and Trademarks and any officials of foreign countries whose duty it is to issue patents or any legal equivalent thereof to issue said patents and equivalents to said ASSIGNEE, its successors and assigns, in accordance with this Assignment and hereby transfers all rights of action, power and benefit belonging to or accruing from the invention including the right to undertake proceedings to recover past and future damages and claim all other relief in respect of any acts of infringement thereof whether such acts shall have been committed before or after the date of this assignment.

ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement;

ASSIGNORS further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNORS and that ASSIGNOR will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents in the United States or in any foreign country, which may be necessary or desirable to carry out the purposes thereof.

