

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

| Name | Execution Date |
|------------------------|----------------|
| ConocoPhillips Company | 07/31/2007 |

RECEIVING PARTY DATA

| | |
|-------------------|--|
| Name: | China Petroleum & Chemical Corporation |
| Street Address: | No. 6 Huixin East St. |
| Internal Address: | Chaoyang District |
| City: | Beijing |
| State/Country: | CHINA |
| Postal Code: | 100029 |

PROPERTY NUMBERS Total: 51

| Property Type | Number |
|----------------|---------|
| Patent Number: | 4990318 |
| Patent Number: | 5102854 |
| Patent Number: | 5248489 |
| Patent Number: | 5358921 |
| Patent Number: | 5268152 |
| Patent Number: | 5370848 |
| Patent Number: | 5108975 |
| Patent Number: | 5360468 |
| Patent Number: | 5244641 |
| Patent Number: | 5306685 |
| Patent Number: | 5439867 |
| Patent Number: | 6056871 |
| Patent Number: | 6274031 |
| Patent Number: | 5710089 |

PATENT

500670265

REEL: 021651 FRAME: 0001

CH \$2040.00 4990318

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| Patent Number: | 5726117 |
| Patent Number: | 5776331 |
| Patent Number: | 5710091 |
| Patent Number: | 6479429 |
| Patent Number: | 5710083 |
| Patent Number: | 5958830 |
| Patent Number: | 6350422 |
| Patent Number: | 6869522 |
| Patent Number: | 6254766 |
| Patent Number: | 6184176 |
| Patent Number: | 6482314 |
| Patent Number: | 6271173 |
| Patent Number: | 6428685 |
| Patent Number: | 6338794 |
| Patent Number: | 6683024 |
| Patent Number: | 6274533 |
| Patent Number: | 6531053 |
| Patent Number: | 6346190 |
| Patent Number: | 6803343 |
| Patent Number: | 6429170 |
| Patent Number: | 6864215 |
| Patent Number: | 6656877 |
| Patent Number: | 6955752 |
| Patent Number: | 7241929 |
| Patent Number: | 6930074 |
| Patent Number: | 6649555 |
| Patent Number: | 6544410 |
| Patent Number: | 6635795 |
| Patent Number: | 6878669 |
| Patent Number: | 7105140 |
| Patent Number: | 6914033 |
| Patent Number: | 7172685 |
| Patent Number: | 7232516 |
| Patent Number: | 7147769 |
| Patent Number: | 7220704 |

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| Patent Number: | 7182918 |
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| Patent Number: | 7201839 |
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CORRESPONDENCE DATA

Fax Number: (913)647-9057

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 913-647-9050

Email: klw@hoveywilliams.com

Correspondent Name: Hovey Williams LLP

Address Line 1: 10801 Mastin Boulevard, Suite 1000

Address Line 2: 84 Corporate Woods

Address Line 4: Overland Park, KANSAS 66210

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| ATTORNEY DOCKET NUMBER: | SNP; GEN. 4; SEE KLW |
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| NAME OF SUBMITTER: | Kameron D. Kelly |
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Total Attachments: 46

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INTELLECTUAL PROPERTY TRANSFER AGREEMENT

AGREEMENT No.: 07USBJY25SPEC6208004

Date: June 8, 2007

Place: Beijing, China

Between

China Petrochemical International Company Limited

And

ConocoPhillips Company

THIS AGREEMENT, made and entered into June 8, 2007, by and between ConocoPhillips Company (hereinafter "COP"), a Delaware corporation having an office at Houston, Texas, United States of America, and China Petrochemical International Company Limited, Beijing, China, registered under the laws of P. R. China on behalf and for the benefit of SINOPEC (means China Petroleum & Chemical Corporation and its Affiliates),

WHEREAS, COP has engaged in research and development of the S Zorb sulfur removal technology and Z-Sorb sulfur removal technology and COP has considerable technical information and know-how relating thereto:

WHEREAS, COP is the sole and exclusive owner of all rights, title and interest in, to and under the Patent Assets and other Intellectual Property, all as defined herein;

WHEREAS, COP has an active licensing business in the area of S Zorb sulfur removal technology;

WHEREAS, SINOPEC is wishing to extend its field of activity to the licensing, design, construction, and start-up of plants based on the S Zorb sulfur removal technology;

WHEREAS, COP is willing to sell its world-wide rights in the Intellectual Property and provide certain assistance to SINOPEC;

WHEREAS, SINOPEC desires to purchase the world-wide rights in the Intellectual Property from COP and obtain certain assistance from COP; and

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

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CHAPTER 2 PRICE

CHAPTER 3 PAYMENT AND PAYMENT TERMS

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CHAPTER 6 CONFIDENTIALITY

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CHAPTER 12 MISCELLANEOUS

CHAPTER 13 **LEGAL ADDRESSES**

ATTACHMENT I LISTING OF PATENT AND TRADEMARK MATERIAL

ATTACHMENT II LISTING OF DOCUMENTS TO BE TRANSFERED TO
SINOPEC

ATTACHMENT III LISTING OF LICENSE AGREEMENTS

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DELIVERY OF TECHNICAL DOCUMENTATION

DEFINITIONS

REDACTED

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CHAPTER 1

OBJECT OF THE AGREEMENT

1.1 Effective as of the Agreement Date and except as otherwise provided herein, COP hereby agrees to and does hereby sell and transfer SINOPEC free and clear of all encumbrances, liens, security interest and obligations, all of COP's rights, titles and interests in, arising from and/or connected with the Intellectual Property, including the right to sue for past infringement, and SINOPEC hereby agrees to and does hereby purchase and accept transfer of all of COP's rights, titles, and interests concerning such Intellectual Property. Such transfer is subject to the grant from SINOPEC to COP contained in Clause 1.2 and such transfer shall be subject to the outstanding rights of any S ZORB PROCESS LICENSEES and S ZORB SORBENT LICENSEES as set forth in the License Agreements attached hereto as in Attachment III. Such transfer includes any assignment or transfer to SINOPEC of any rights or obligations under any license agreement between COP and an S ZORB PROCESS LICENSEE and between COP and an S ZORB SORBENT LICENSEE.

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CHAPTER 2

PRICE

REDACTED

CHAPTER 3
PAYMENT AND TERMS OF PAYMENT

REDACTED

REDACTED

CHAPTER 4
CONVENANTS OF CONOCOPHILLIPS

REDACTED

CHAPTER 5
REPRESENTATIONS AND WARRANTIES

REDACTED

REDACTED

REDACTED

REDACTED

CHAPTER 6
CONFIDENTIALITY

REDACTED

REDACTED

CHAPTER 7
ASSIGNMENT

REDACTED

CHAPTER 8

TAXES

REDACTED

CHAPTER 9

FORCE MAJEURE

REDACTED

CHAPTER 10
ARBITRATION

REDACTED

CHAPTER 11
GOVERNING LAW

REDACTED

CHAPTER 12
MISCELLANEOUS

REDACTED

CHAPTER 13

LEGAL ADDRESSES

The legal addresses of both parties are listed as follows.

Written communications and notices of either party to the other shall be sent by letter or facsimile to the following addresses and shall be effective when received.

If to COP:

CONOCOPHILLIPS COMPANY

Technology Solutions

8th Floor, Phillips Building

Bartlesville, Oklahoma 74004 USA

Facsimile No: 918-662-2743

Or such other address as may be given from time to time.

If to SINOPEC:

China Petro-Chemical International Company Limited

ADD: A6.HuixinDong ST.

ChaoYang District, Beijing 100029, China

Tel: 0086-10-64999927

Fax: 0086-10-64999914

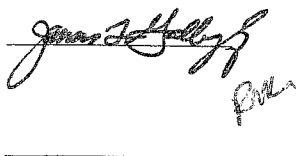
with copy to:

or such other address as may be given from time to time.

Executed as of the day and year first above written.

CONOCOPHILLIPS

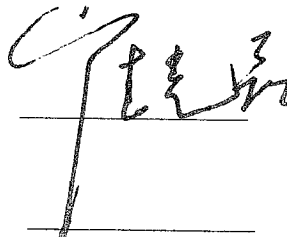
COMPANY



WMD
P27

CHINA PETROCHEMICAL

INTERNATIONAL COMPANY LTD



ATTACHMENT I

I. Patent Materials

1. A listing of granted, lapsed and pending US applications and applications in the other countries, including, if available, file number, country (designated countries for PCT or EP patents), legal status, application number, filing date, applicant, patent number, grant date, expiry date, title, abstract, agency and attorney.

REDACTED

II. Trademark

Registered, lapsed and pending US trademarks and trademarks in the other countries, and the relevant trademark-associated documents, as available.

Attachment I

| <i>Application Number</i> | <i>Application Date</i> | <i>Country</i> | <i>Patent Number</i> |
|-------------------------------|-----------------------------|----------------|--------------------------|
| 07/363029 | 6/7/1989 | United States | 4990318 |
| 07/666308 | 3/8/1991 | United States | 5102854 |
| 07/875005 | 4/24/1992 | United States | 5248489 |
| 08/055586 | 5/3/1993 | United States | 5358921 |

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|-----------|-----------|---------------|---------|
| 07/984135 | 12/1/1992 | United States | 5268152 |
| 07/718054 | 6/20/1991 | United States | 5370848 |
| 07/646042 | 1/28/1991 | United States | 5108975 |
| 07/984037 | 12/1/1992 | United States | 5360468 |
| 08/058586 | 5/7/1993 | United States | 5306685 |
| 07/874908 | 4/28/1992 | United States | 5244641 |
| 09/229027 | 1/12/1999 | United States | 6056871 |
| 09/620628 | 7/20/2000 | United States | 6274031 |

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|-----------|-----------|---------------|---------|
| 08/206300 | 3/4/1994 | United States | 5439867 |
| 08/482696 | 6/7/1995 | United States | 5710089 |
| 08/965471 | 11/7/1997 | United States | 5776331 |

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|-----------|----------|---------------|---------|
| 08/483358 | 6/7/1995 | United States | 5726117 |
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| 08/971306 | 11/17/1997 | United States | 6479429 |
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| 08/479059 | 6/7/1995 | United States | 5710091 |
| 08/702426 | 8/14/1996 | United States | 5710083 |
| 09/575518 | 5/22/2000 | United States | 6350422 |
| 09/157608 | 9/21/1998 | United States | 5958830 |

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|-----------|----------|---------------|---------|
| 10/116982 | 4/5/2002 | United States | 6869522 |
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Attachment I

| <i>Application Number</i> | <i>Application Date</i> | <i>Country</i> | <i>Patent Number</i> |
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| 09/382935 | 8/25/1999 | United States | 6254766 |
| 09/689975 | 10/13/2000 | United States | 6482314 |

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Attachment I

| <i>Application Number</i> | <i>Application Date</i> | <i>Country</i> | <i>Patent Number</i> |
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| 09/382502 | 8/25/1999 | United States | 6184176 |
| 09/864909 | 5/24/2001 | United States | 6428685 |

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| 09/431454 | 11/1/1999 | United States | 6271173 |
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| 09/431370 | 11/1/1999 | United States | 6338794 |
| 09/525588 | 3/15/2000 | United States | 6683024 |
| 09/864907 | 5/24/2001 | United States | 6531053 |

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| 09/460067 | 12/14/1999 | United States | 6274533 |
| 09/532160 | 3/21/2000 | United States | 6346190 |
| 09/976195 | 10/12/2001 | United States | 6803343 |
| 10/072209 | 2/6/2002 | United States | 6864215 |

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Attachment I

| <i>Application Number</i> | <i>Application Date</i> | <i>Country</i> | <i>Patent Number</i> |
|-------------------------------|-----------------------------|----------------|--------------------------|
| 10/120672 | 4/11/2002 | United States | 6656877 |
| 10/155690 | 5/24/2002 | United States | 6955752 |
| 10/660138 | 9/11/2003 | United States | 7241929 |

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| 09/580611 | 5/30/2000 | United States | 6429170 |
| 10/133075 | 4/26/2002 | United States | 6930074 |

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| 10/025344 | 12/19/2001 | United States | 6649555 |
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Attachment I

| <i>Application Number</i> | <i>Application Date</i> | <i>Country</i> | <i>Patent Number</i> |
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| 10/025343 | 12/19/2001 | United States | 6635795 |
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| 10/025345 | 12/19/2001 | United States | 6544410 |
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| 10/329236 | 12/23/2002 | United States | 6878669 |
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| 10/090343 | 3/4/2002 | United States | 7105140 |
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| 10/218752 | 8/13/2002 | United States | 6914033 |
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| 10/120700 | 4/11/2002 | United States | 7172685 |
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| 10/607043 | 6/26/2003 | United States | 7232516 |
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| <i>Application Number</i> | <i>Application Date</i> | <i>Country</i> | <i>Patent Number</i> |
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| 10/443380 | 8/25/2003 | United States | 7147769 |

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| 10/262348 | 10/1/2002 | United States | 7220704 |
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| 10/798821 | 3/11/2004 | United States | 7182918 |
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| 10/735562 | 12/12/2003 | United States | 7201839 |
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Attachment I

| <i>Application Number</i> | <i>Application Date</i> | <i>Country</i> | <i>Patent Number</i> |
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ATTACHMENT II -

LISTING OF DOCUMENTS TO BE TRANSFERRED TO SINOPEC

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ATTACHMENT III
LISTING OF LICENSE AGREEMENTS

REDACTED

ATTACHMENT IV
AMENDMENT TO CONTRACT

REDACTED

REDACTED

.ATTACHMENT V

TECHNICAL SERVICE and
TERMS OF DELIVERY AND DELIVERY OF TECHNICAL DOCUMENTATION

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中国石化国际事业有限公司

CHINA PETROCHEMICAL INTERNATIONAL CO., LTD.

中国北京市朝阳区惠新东街甲6号, 邮编: 100029 电话: 86-10-64999794 传真: 86-10-6499-9914
A6, Huixin Dong Street, Chaoyang District, Beijing 100029, China Tel. No.: 86-10-64999794 Fax No.: 86-10-64999914

TO: ConocoPhilips Company

DATE: July 31, 2007

ATTN: MR. Kevin Fabry

FROM: Sinopec Int'l

RE: EFFECTIVE DATE OF CONTRACT
NO. 07USBJY25SPEC6208004

Dear Sirs:

With the approval from Chinese government authorities on the above-mentioned contract on July 25th, 2007 and the relevant contract stipulations, I hereby confirm by this mail that the EFFECTIVE DATE of the above-mentioned contracts is July 31st, 2007.

Please register this event on the project schedule.

Best Regards.

Pan Wenyu
Project Manager.
Sinopec Int'l