

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Ineos USA LLC	02/16/2009
RECEIVING PARTY DATA	
Name:	BP Corporation North America Inc.
Street Address:	4101 Winfield Road
City:	Warrenville
State/Country:	ILLINOIS
Postal Code:	60555
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7316804
CORRESPONDENCE DATA	
Fax Number:	(703)816-4100
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	7038164000
Email:	lfm@nixonvan.com
Correspondent Name:	Nixon & Vanderhye
Address Line 1:	901 North Glebe Road, 11th Floor
Address Line 4:	Arlington, VIRGINIA 22203
ATTORNEY DOCKET NUMBER:	LCM-608-601
NAME OF SUBMITTER:	Leonard C. Mitchard
Total Attachments: 3 source=608-601assignment-USP7316804#page1.tif source=608-601assignment-USP7316804#page2.tif source=608-601assignment-USP7316804#page3.tif	

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PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT, dated as of 16 FEBRUARY, 2009 ("Assignment"), between:

- (1) INEOS USA LLC, a limited liability company incorporated in the State of Delaware, formerly O&D USA LLC (hereinafter referred to as "**Assignor**") and
- (2) BP Corporation North America Inc., a company incorporated in Delaware (hereinafter referred to as "**Assignee**").

WITNESSETH:

WHEREAS, **Assignor** is the sole owner, by assignment, of the entire right, title and interest in, to and under the following patents and patent applications:

Country	Filed	App. No.	Patent No.	Grant Date	Exp. Date
Australia.	16 Jul 02	2002322502	2002322502	08 Sep 08	16 Jul 22
Brazil	16 Jul 02	P10211454-2			16 Jul 22
Peoples Republic of China	16 Jul 02	02814353.1			16 Jul 22
Eurasian Patent Organization	16 Jul 02	200400768	008849	31 Aug 07	16 Jul 22
European Patent Convention	16 Jul 02	02756496.2			16 Jul 22
Gulf Cooperation Council	30 Jul 02	GCC/P/2002/2151			30 Jul 22
India	16 Jul 02	00035/DELNP/2004			16 Jul 22
Indonesia	16 Jul 02	W-00200400406			16 Jul 22
Japan	16 Jul 02	2003-516674			16 Jul 22
Republic of Korea	16 Jul 02	2004-7001565			16 Jul 22
United States	02 Aug 01	09/920981	7316804	08 Jan 08	02 Aug 21 ✓
United States	04 Dec 07	11/999296			

WHEREAS, pursuant to provisions set forth in the "Common Interest License Agreement No. 15", effective April 1, 2005, entered into by and between O & D USA LLC and The Standard Oil Company, BP Corporation North America Inc. and BP Amoco Chemical Company, **Assignee** desires to acquire the entire right, title and interest in, to and under the above listed patents and patent applications subject to granting to **Assignor** certain rights, in respect thereof;

NOW, THEREFORE, to all whom it may concern, be it known that for valuable consideration, the receipt of which is hereby acknowledged,

1. Assignment. **Assignor** hereby assigns, transfers and sets over, unto **Assignee**, and **Assignee** accepts, the entire right, title and interest in, to and under the aforesaid patents and

patent applications, together with the right to file patent applications in any country of the world claiming priority of any such patent applications, the same to be held and enjoyed by **Assignee** for its own use and behalf, and for the use and behalf of its successors, assigns, or other legal representatives, to the end of the term or terms of such patents and any patents granted from any such patent applications as fully and entirely as the same would have been held and enjoyed by **Assignor** if this assignment had not been made.

2. Further Assurances. **Assignor** shall cause each of its Affiliates and their respective employees to, from time to time, execute and deliver to **Assignee** such additional instruments, assignments, documents, conveyances or assurances, including, without limitation, such patent assignments as shall be reasonably requested by **Assignee**, and take such other action as shall be reasonably necessary to confirm and consummate more effectively the transactions contemplated hereby. All costs associated with preparing, filing and recording such assignments and other documents shall be borne by **Assignee**.

3. Grant Back to Assignor: **Assignee** hereby grants to the **Assignor** a fully paid up, irrevocable (subject to Article 2.6 of the aforesaid "Common Interest License Agreement No. 15"), non-exclusive, worldwide right, license and immunity from suit under the aforesaid patents and patent applications. The right, license and immunity from suit granted in this Paragraph 3 conveys to the **Assignor** the right to exercise all rights of the new owner, **Assignee**, except for the right to:

- a. convey title;
- b. grant exclusive licenses; and
- c. sue for enforcement,

under the patents and applications assigned hereunder.

4. Governing Law. This Patent Assignment Agreement shall be governed and construed in accordance with the laws of England and Wales, without giving effect to the principles of conflicts of laws thereof.

5. Relationship with Common Interest License Agreement No. 15. This Patent Assignment Agreement is an instrument of transfer and conveyance contemplated by, and is executed and delivered pursuant and subject to Common Interest License Agreement No. 15, and nothing contained herein shall be deemed to modify any of the provisions of Common Interest License Agreement No. 15 or any rights or obligations of **Assignee** or **Assignor** under Common Interest License Agreement No. 15. SUBJECT TO ANY EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THE COMMON INTEREST LICENSE AGREEMENT NO. 15, **ASSIGNOR** DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THIS ASSIGNMENT.

6. Counterparts. This Patent Assignment Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of this 16 day of FEBRUARY, 2009.

INEOS USA LLC
"Assignor"

By: David P. Yusko
Name: David P. Yusko
Title: Chief Patent & License Counsel

BP Corporation North America Inc
"Assignee"

By: Susan J Day
Name: Susan J Day
Title: Power of Attorney
Head Formalities Officer