### PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
BP p.l.c.	07/22/2008

#### **RECEIVING PARTY DATA**

Name:	The Queen's University of Belfast	
Street Address:	University Road	
City:	Belfast, Northern Ireland	
State/Country:	UNITED KINGDOM	
Postal Code:	BT7 INN	

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11921273

#### CORRESPONDENCE DATA

Fax Number: (703)816-4100

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

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Email: Ifm@nixonvan.com

Correspondent Name: Nixon & Vanderhye

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ATTORNEY DOCKET NUMBER: LCM-1418-75

NAME OF SUBMITTER: Leonard C. Mitchard

#### **Total Attachments: 5**

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OF \$40.00 11921273

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ASSIGNMENT AND LICENSE AGREEMENT

THIS AGREEMENT is made the 22<sup>nd</sup> day of July 2008, BETWEEN

BP p.l.c. (hereinafter "BP"), a company incorporated under the laws of England and Wales, of 1 St. James's Square, London, SWIY 4PD, United Kingdom, and

THE QUEEN'S UNIVERSITY OF BELFAST (hereinafter "UNIVERSITY"), of University Road, Belfast BT7 INN, Northern Ireland, United Kingdom.

In this agreement, "Affiliate" of BP p.l.c. means any company of which BP p.l.c. now or hereafter, directly or indirectly, either owns or controls at least 20% of the voting stock, or has management control by agreement, or otherwise has similar rights of control.

<u>WHEREAS</u> an invention has been made relating to microwave breaking of ionic liquid and oil emulsions, said invention being the subject of BP Patent Case 10253 (hereinafter the "Invention") and of the patent applications listed in the Schedule to this Agreement (hereinafter "Applications");

WHEREAS BP is proprietor of said Invention and Applications;

<u>WHEREAS</u> it is the wish of the parties that any and all rights in said Invention and Applications, shall vest in UNIVERSITY,

#### NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

In consideration of the sum of ten pounds sterling (£10.00), receipt of which is hereby acknowledged and in consideration of the license granted hereunder,

- 1. BP hereby assigns to UNIVERSITY, with effect from the date of this Agreement:
  - a) all right, title and interest of BP in and to said Invention and Applications, including the right to apply for and own patents for said Invention in any and all countries of the world, and including any right to claim priority from any patent application including said Applications; and
  - b) the right to sue for damages and other remedies in respect of any infringement of any patent for said Invention or arising from said Applications, including the right to sue for any infringement prior to the date of this Agreement,
- 2. UNIVERSITY hereby grants to BP and its Affiliates, a perpetual, royalty-free, irrevocable, worldwide, non-exclusive license:
  - a) to make, dispose of, offer to dispose of, use, import or keep for disposal or otherwise any product;

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- b) to use or offer for use any process; and
- to dispose of, offer to dispose of, use or import any product obtained directly by means of any process or keep such product whether for disposal or otherwise,

covered by any and all patents and patent applications (including said Applications) for said Invention.

3. The license granted hereunder shall include the right of BP and its Affiliates to grant sub-licenses to any third party and to sub-contract a third party to manufacture any component required to make a product or to use a process covered by any and all patents and patent applications (including said Applications) for said Invention.

UNIVERSITY HEREBY WARRANTS THAT it has the full right and authority to enter into this Agreement and to grant the licenses hereunder.

BP HEREBY ACKNOWLEDGES THAT it will, without further consideration being payable to it,

- Sign all lawful papers when called upon to do so and execute all papers that may be necessary to perfect UNIVERSITY's title to the Applications and any patent or registration derived therefrom.
- Ensure that all employees named as inventors in respect of the Applications sign
  all lawful papers when called upon to do so and execute all papers that may be
  necessary to perfect UNIVERSITY's title to the Applications and any patent or
  registration derived therefrom.
- Furnish to UNIVERSITY, at UNIVERSITY's expense, copies of any documents identified by UNIVERSITY as being reasonably necessary to enable UNIVERSITY to obtain and establish valid grant of the Applications and any application derived therefrom.

This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

This Agreement can be amended only by written document signed by both parties.

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UNIVERSITY may only assign any patent or patent application, including the Applications, for said Invention provided the prospective assignee has agreed in writing to provide (as from the date of the assignment) the licenses granted hereunder.

Signed for and on behalf of BP p.l.c.

Signed:

By: Susan J Day

Power of Attorney
Title: Head Formalities Officer

Date: 31 JULY 2008

Signed for and on behalf of THE QUEEN'S UNIVERSITY OF BELFAST

Signed:

BY: TREVER NEWSOM

Title: DIRECTUR, RESEARCH & RESIGNAL SERVICES

Date: 25.7. 57

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Javid W. Ramsey Solicitor & Notwry Public Spencer House

71 Royal Avenue Belfast BT1 1EY Northern Ireland United Kingdom

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# bp

## Frances Collins

Chartered Patent Attorney European Patent Attorney



Professor Swindall
The Queen's University of Belfast
University Road
Belfast
BT7 1NN
Northern Ireland

2nd December 2008

FMC/jnc/Agreement No. 51652

Dear Professor Swindall

Amendment to Assignment and License Agreement BP Patent Case 10253
Microwave Breaking of Ionic Liquid and Oil Emulsions
Our Ref: Agreement No. 51652

It is hereby agreed that Clause 3 of the appended Assignment and License Agreement, BETWEEN

BP p.l.c., a company incorporated under the laws of England and Wales, of 1 St. James's Square, London, SW1Y 4PD, United Kingdom, and

THE QUEEN'S UNIVERSITY OF BELFAST, of University Road, Belfast BT7 1NN, Northern Ireland, United Kingdom,

#### is amended as follows:

3. The license granted hereunder shall include the right of BP and its Affiliates to grant sub-licenses to any third party to enable BP and its Affiliates to sub-contract a third party to manufacture any component or material required for BP and its Affiliates to make a product or to use a process covered by any and all patents and patent applications (including said Applications) for said Invention. However, the license granted hereunder shall not otherwise include the right of BP and its Affiliates to grant sub-licenses to a third party.

BP International Limited
Global Patents & Technology Law (Central)
Bidg 200, 1° Floor,
Chertsey Road
Sunbury-on-Themes
Middlesex TW16 7LN
United Kingdom

Direct Telephone: +44 1932 763208 Direct Facsimite: +44 1932 762388 e-mail: (grmalities@uk.bp.com

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Rogistered Office: Chorts RTAIL ENT Sunbury-on-Thames Middlesex TW16 78P REEL: 024657 FRAME: 0530 Signed for and on behalf of BP p.l.c.

Signed:

By:

Susan 3 Day
Power of Allerney
Head Formalities Officer

Date:

9 JAN 2009

Signed for and on behalf of THE QUEEN'S UNIVERSITY OF BELFAST

Signed:

By: Irevor Newsom

Title: <u>Nivector of Research</u>

Date: 26th January 2009

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NOTARY PUBLIC

W.

Javid W. Ramsey
Solicitor & Notwry Public
Spencer House
71 Royal Avenue
Belfast BT1 1EY
Northern Ireland
United Kingdom

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**RECORDED: 07/09/2010**