

**PATENT ASSIGNMENT**

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Daniel C. Mertens	04/07/2011
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Tesoro Refining and Marketing Company
<b>Street Address:</b>	19100 Ridgewood Parkway
<b>City:</b>	San Antonio
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	78259
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	13084500
<b>CORRESPONDENCE DATA</b>	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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<b>Correspondent Name:</b>	Derrick Pizarro; Cox Smith Matthews
<b>Address Line 1:</b>	112 East Pecan Street, Suite 1800
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<b>ATTORNEY DOCKET NUMBER:</b>	17829.748
<b>NAME OF SUBMITTER:</b>	Derrick Pizarro
<b>Total Attachments: 2</b> source=Assignment#page1.tif source=Assignment#page2.tif	

OP \$40.00 13084500

**ASSIGNMENT**

WHEREAS, I, DANIEL C. MERTENS, a citizen of the United States of America residing at 13803 Bluffcircle, San Antonio, Texas 78216 (hereafter referred to as the "ASSIGNOR"), has invented certain new and useful improvements in a **DIRECT MATCH SPECTROGRAPHIC DETERMINATION OF FUEL PROPERTIES** for which a U.S. Provisional Patent Application, Serial No. 61/322,755 was filed on April 9, 2010; and

WHEREAS, **TESORO REFINING AND MARKETING COMPANY** ("ASSIGNEE"), a Delaware corporation having its main place of business at 19100 Ridgewood Parkway, San Antonio, Texas 78259, is entitled, by virtue of a prior agreement between the parties, to a complete and absolute assignment of the entire right, title and interest in, to and under the said invention and the said improvements;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) to us in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, the said ASSIGNOR, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said improvements, and the said provisional patent application, and all rights of priority to the same, and all applications claiming priority to the same, and all divisionals, renewals, continuations, and continuations-in-part thereof, and all Letters Patent of the United States which may be granted thereon and all reissues, reexaminations, and extensions thereof, and all applications for Letters Patent which have been or may hereafter be filed for said improvements in any country or countries foreign to the United States, and all Letters Patent which may be granted for said improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and we hereby authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements to said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

I HEREBY covenant that I have full right to convey the entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith.

I HEREBY further covenant and agree that I will communicate to said ASSIGNEE, its successors, legal representatives and assigns, any facts known to me respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all priority, divisional, continuing and reissue applications, make all rightful oaths, and generally do everything possible to aid said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said improvements in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 7<sup>th</sup> day of April, 2011.

Daniel C Mertens  
DANIEL C. MERTENS

STATE OF TEXAS           §  
                                          §  
COUNTY OF BEXAR       §

On this 7<sup>th</sup> day of April, 2011, before me, a Notary Public in and for the State and County aforesaid, personally appeared DANIEL C. MERTENS, known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Marilu Lee  
Notary Public, State of Texas  
My Commission Expires: 3/16/2013

