

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
RICHARD A. MCFARLANE	06/30/2009
RECEIVING PARTY DATA	
Name:	ALBERTA RESEARCH COUNCIL INC.
Street Address:	250 KARL CLARK ROAD
City:	EDMONTON, ALBERTA
State/Country:	CANADA
Postal Code:	T6N 1E4
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13140634
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	SMARB24.020APC
NAME OF SUBMITTER:	Raymond D. Smith (Reg. No. 55,634)
Total Attachments: 3 source=ASSIGNMENT Arc to Suncor#page1.tif source=ASSIGNMENT Arc to Suncor#page2.tif source=ASSIGNMENT Arc to Suncor#page3.tif	

OP \$40.00 13140634

PATENT

501696280

REEL: 027088 FRAME: 0307

ASSIGNMENT

WHEREAS, **RICHARD A. MCFARLANE**, having a business address of 250 Karl Clark Road, Edmonton, Alberta T6N 1E4 Canada ("McFarlane") invented certain new and useful inventions relating to:

PROCESSING OF HYDROCARBON FEEDS

(collectively, the "Inventions") as set out in Canadian Patent Application No. 2647964 having the same title filed in the Canadian Intellectual Property Office on December 19, 2008 (the "Patent Application");

AND WHEREAS, McFarlane has sold, assigned, transferred and set over all of his right, title and interest in and to the Inventions and all patent rights throughout the world in connection therewith, including any Letters Patent which may be granted in connection with the Inventions, to and unto:

ALBERTA RESEARCH COUNCIL INC.
250 Karl Clark Road
Edmonton, Alberta T6N 1E4
Canada

(the "Assignor");

AND WHEREAS, Assignor has agreed to sell, assign, transfer and set over all of Assignor's right, title and interest in and to the Inventions and all patent rights throughout the world in connection therewith, including any Letters Patent which may be granted in connection with the Inventions, to and unto:

SUNCOR ENERGY INC.
PO Box 38
112-4th Avenue S.W.
Calgary, Alberta T2P 2V5
Canada

(the "Assignee");

NOW THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby sells, assigns, transfers, and sets over unto the Assignee, and unto the Assignee's successors and assigns, all of the Assignor's right, title and interest, for all countries and regions throughout the world, in and to:

- (a) the Inventions; the Patent Application; all patents and patent applications relating to the Inventions including divisionals, continuations, continuations-in-part, international applications, national phase entry applications, renewals

and reissues; all rights relating to the Inventions and all patent applications and patents relating thereto arising under any intellectual property treaty including the Paris Convention for the Protection of Industrial Property and the Patent Cooperation Treaty; all rights of priority resulting from the filing of any of the foregoing; and all patents issuing on or from any of the foregoing; and

- (b) all right to recover damages, including royalties, for any past, present or future infringement of any patent application or patent identified in the preceding paragraph (a);

(collectively, the "Patent Rights").

As part of the foregoing:

The Assignor will, at the Assignee's (or its successor's or assign's, as the case may be) request and expense, promptly (i) assist with, execute and deliver all applications, declarations, verifications, responses, submissions, assignments and further documents relating to any and all Inventions, (ii) take all lawful oaths and (iii) do all such things, as may be requested by the Assignee (or the Assignee's successor's or assign's, as the case may be) from time to time and at any time, to enable the Assignee or the Assignee's nominees to procure, perfect, enforce, defend and maintain any and all of the Patent Rights.

For greater certainty, each of the terms "including", "include" and "includes", when used in this assignment, is not limiting whether or not non-limiting language (such as "without limitation", "without limiting the foregoing", "but not limited to" or words of similar import) is used with reference thereto.


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IN WITNESS WHEREOF the Assignor has caused this assignment to be duly executed.

EXECUTED BY **ALBERTA RESEARCH COUNCIL INC.** at EDMONTON (City) in

Canada, this 6th day of JULY, 2009.

ALBERTA RESEARCH COUNCIL INC.


(Authorized Signatory)

Print Name: KEITH SALMON

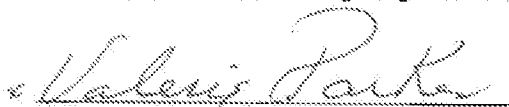
Print Title: CFO

STATEMENT OF WITNESS

On this 6th day of JULY, 2009, before me, personally appeared

KEITH SALMON, known to me to be the individual identified

who executed the foregoing instrument for and on behalf of the Assignor.


Witness Signature

VALÉRIE PARKES
Type or Print Name

Witness Address: 40 250 KARL CLARK RD
EDMONTON, AB.
T6N 1E4