

## 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 Corporation North America Inc.	12/19/2012
RECEIVING PARTY DATA	
Name:	IFP Energies nouvelles (IFPEN)
Street Address:	1&4 Avenue de Bois-Preau
City:	Rueil-Malmaison Cedex
State/Country:	FRANCE
Postal Code:	92852
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7473351
CORRESPONDENCE DATA	
Fax Number:	7038164100
<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-608-440
NAME OF SUBMITTER:	Leonard C. Mitchard
Total Attachments: 21 source=608-440_Assignment#page1.tif source=608-440_Assignment#page2.tif source=608-440_Assignment#page3.tif source=608-440_Assignment#page4.tif source=608-440_Assignment#page5.tif	

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## ASSIGNMENT of PATENT RIGHTS AGREEMENT

IN THIS AGREEMENT, made and entered into as of the 13th day of December, 2012 ("Effective Date"), by and between BP Corporation North America Inc., a corporation organized and existing under the laws of the State of Indiana, U.S.A. having offices at 501 Westlake Park Boulevard, Houston, Texas 77079 USA ("BP"), and IFP Energies nouvelles, an Industrial and Commercial Public Establishment organized and existing under the laws of France having offices at 1&4 Avenue de Bois-Préau 92852 Rueil-Malmaison Cedex France ("IFPEN") ("Assignment Agreement") agree as follows:

1. BP owns alone or jointly with IFPEN all right, title, and interest in and to the patents and patent applications listed in Appendix A to Attachment A (the "Patent Rights"). Additionally, BP and its affiliate, BP p.l.c., each own certain trademarks whose registrations are set forth in Attachments B and C accompanying Appendices B and C, respectively (collectively "Trademark Rights").

The Patent Rights cover the OATS Process or certain features of the OATS Process. The "OATS Process" shall mean the following:

- (a) A process for manufacturing gasoline or gasoline blending components of reduced sulfur content from a hydrocarbon feedstock which contains a minor amount of organic sulfur compounds, wherein one of the steps in the practice of said process comprises producing a modified feedstock by contacting the feedstock with an alkylating agent in the presence of an acidic catalyst, and wherein the alkylating agent is comprised of one or more olefins. In addition, the process includes at least one of the following additional steps:
  - (i) Separating, either sequentially or concurrently, at least a portion of higher boiling sulfur-containing products that result from reaction of the organic sulfur compounds in said feedstock with the alkylating agent in the presence of said acidic catalyst.
  - (ii) Contacting at least a portion of the modified feedstock with a hydrodesulfurization catalyst in the presence of hydrogen.
  - (iii) Fractionating the modified feedstock and contacting at least a portion of one or more such fractions with a hydrodesulfurization catalyst in the presence of hydrogen.

The alkylating agent can be indigenous to the feedstock, provided separately, or both; and suitable feedstocks include, but are not limited to, naphtha from a catalytic cracking process. However, the OATS Process shall not include any process for the manufacture and recovery of aromatic

compounds for chemical applications, or any process which is primarily for the manufacture of anything other than gasoline or gasoline blending components.

- (b) Processes for the removal of nitrogen-containing impurities from said feedstock to the extent that they are used to carry out any process or technique referred to in paragraph 1.(a) of this definition.
  - (c) Processes for the recovery, regeneration and reactivation of said acidic catalyst to the extent that they are used to carry out any process or technique referred to in paragraph 1.(a) of this definition.
  - (d) Any acidic catalyst and any supports for said acidic catalyst to the extent that they are used to carry out any process or technique referred to in paragraph 1.(a) of this definition.
  - (e) Any apparatus to the extent that it is used to carry out any process or technique referred to in paragraphs 1.(a), (b) or (c) of this definition.
2. IFPEN desires to acquire and BP is willing to assign to IFPEN all of BP's right, title, and interest in and to the Patent Rights subject to existing rights of others as set forth herein and to reservations in BP of certain rights as set forth herein.
3. Subject to the existing rights set forth in paragraph 4 and the reservation of rights set forth in paragraph 5, BP hereby transfers, grants, conveys, assigns, and relinquishes exclusively to IFPEN all of BP's right, title, and interest in and to the Patent Rights and the inventions claimed therein.
4. (a) It is understood that BP has granted certain nonexclusive rights to Bayernoil Raffineriegesellschaft mbH ("Bayernoil") to carry out the OATS Process in a unit located at Bayernoil's refinery located at Neustadt, Germany in accordance with a License Agreement effective June 1, 2001 relating to the OATS Process for removal of sulfur-containing impurities in hydrocarbon feedstocks. Additionally, BP has granted certain nonexclusive rights to Netherlands Refining Company B.V. ("Nerefco") to carry out the OATS Process in a unit located at Nerefco's refinery located at d'Arcyweg 76, 3198 NA Rozenberg, The Netherlands in accordance with a License Agreement effective March 1, 2001 relating to the OATS Process for removal of sulfur-containing impurities in hydrocarbon feedstocks. BP has granted certain nonexclusive rights to the buyers of BP's Carson Refinery located in California, U.S.A. and its Texas City Refinery located in Texas, U.S.A. to practice inventions under Patent Rights but only to the extent such inventions were practiced prior to the respective closings. It is understood that the OATS Process is not being carried out at the Carson Refinery and is not being carried out at the Texas City Refinery as of the Effective Date of

this Agreement and will not be carried out prior to the closing of the sale in respect of either refinery. The buyer in either sale will not receive any rights to practice the OATS Process. To the extent any Patent Rights are incidentally infringed in any application outside of the carrying out the OATS Process at either refinery prior to the applicable closing the applicable buyer will receive a nonexclusive license in respect of such infringement to continue such practice subsequent to the applicable closing. Nothing in this Agreement shall be construed as delegating to IFPEN any of BP's obligations under the agreements identified in this paragraph.

(b) BP shall defend, indemnify and hold IFPEN, as the assignee of the Patent Rights, harmless from and against any and all claims, demands, legal suits or actions by the buyers of the foregoing refineries arising from the licenses granted by BP to the buyers in respect of the refinery sales and of any financial consequences related thereto (including any attorney's fees).

5. It is understood that BP and its Affiliates shall retain an irrevocable, world-wide, paid up, royalty-free right to practice all inventions covered by the Patent Rights at their risks and benefits. BP shall defend, indemnify and hold IFPEN, as the assignee of the Patent Rights, harmless from and against any and all claims, demands, legal suits or actions relating to BP and its Affiliates practice of such inventions and of any financial consequences related thereto (including any attorney's fees). For the purposes of this Agreement the term "Affiliate" means any company, joint venture, association, partnership, or other entity which:

- (i) Is controlled by BP; or
- (ii) Controls BP; or
- (iii) Is under common control with BP;

wherein the terms "Controlled", "Controls", and "Control" shall denote a direct or indirect ownership interest of fifty percent (50%) or more. In the case of a corporation, said ownership interest shall be measured by the issued stock having the right to vote for directors or other governing authorities of said corporation.

6. BP waives the notice period set forth in Paragraph 13.03 (a) of the License and Technology Transfer Agreement between BP (successor-in-interest to BP Amoco Corporation) and IFPEN formerly Institut Français du Pétrole, effective December 11, 2000, relating to the OATS Process for the removal of sulfur containing impurities from hydrocarbon feedstocks (as amended), and IFPEN and BP agree to terminate the License and Technology Transfer Agreement under the terms and conditions of Paragraph 13.03(a) with the termination being effective on the Effective Date of this Agreement. It is understood that, provisions of Article IX of the Technology Transfer Agreement shall survive termination of the License and Technology Transfer Agreement and remain in full force and effect. Additionally, Paragraphs 3.01(a) and (b) shall survive termination of the License and Technology Transfer Agreement and remain in full force and effect but only

to the extent Technical Information is in the possession of IFPEN, its Affiliates, and IFPEN's or its Affiliates' licensees or sublicensees as of the Effective Date of this Assignment Agreement. "Technical Information" hereunder means engineering information, technical data, know-how and other information, all of which is essential to, or primarily useful in, the design, construction, operation and maintenance of plants using the OATS Process. IFPEN shall defend, indemnify and hold BP and its Affiliates, harmless from and against any and all claims, demands, legal suits or actions and any financial consequences related thereto (including any attorney's fees) relating to IFPEN, its Affiliates, licensees, or sublicensees practice of any inventions covered by the Patent Rights, use of the Technical Information, or practice of the OATS Process.

- 7 BP agrees to pay all third party agents' fees in respect of assignment and transfer of title activities and services, as well as any related taxes payable in the United States of America.
8. BP agrees to pay all maintenance fees in respect of Patent Rights through March 31, 2013.
9. As final consideration, on the Effective Date, IFPEN will pay to BP the sum of Three Hundred Thousand U.S. Dollars (\$300,000) by wire transfer to BP's account specified as follows:

Bank: JP Morgan Chase  
Account Name: BP Corporation North America Inc  
ABA: 021000021  
Account Number: 304606456
10. BP will execute and deliver to IFPEN the Assignment in Attachment A hereto, and, from time to time after the date hereof upon the request of IFPEN, such further conveyance instruments as may be necessary or desirable to evidence more fully the transfer of ownership of all the Patent Rights to IFPEN, or the original ownership of all the Patent Rights on the part of BP, to the fullest extent possible. BP further agrees to provide testimony in connection with any proceeding affecting the right, title, interest, or benefit of IFPEN in and to the Patent Rights and to perform any other acts deemed reasonably necessary to carry out the intent of the assignment of this Assignment Agreement. IFPEN will reimburse BP for any and all costs reasonably incurred by BP in performance under this paragraph provided they will not interfere with provisions of paragraph 7.
11. BP agrees to and agrees to arrange with its Affiliate, BP p.l.c. to assign all right, title and interest in Trademark Rights to IFPEN. BP will execute and deliver to IFPEN the Assignments in Attachments B and C hereto, and, from time to time after the date hereof upon the request of IFPEN, such further conveyance instruments as may be necessary or desirable to evidence more fully the transfer

of ownership of all the Trademark Rights to IFPEN, or the original ownership of all the Trademark Rights on the part of BP and BP p.l.c., as applicable, to the fullest extent possible. BP further agrees to provide testimony in connection with any proceeding affecting the right, title, interest, or benefit of IFPEN in and to the Trademark Rights and to perform any other acts deemed reasonably necessary to carry out the intent of the assignment of this Assignment Agreement. IFPEN will reimburse BP for any and all costs reasonably incurred by BP in performance under this paragraph.

12. BP represents and warrants that no consents of any other parties are necessary or appropriate under any agreements concerning any of the Patent Rights in order for the transfer and assignment of any of the Patent Rights under this Agreement to be legally effective.
13. Except as otherwise set forth in this Agreement, BP represents and warrants that, to the best of BP's knowledge, upon consummation of this Assignment Agreement, IFPEN shall have good and marketable title to the Patent Rights, free and clear of any and all liens, mortgages, encumbrances, pledges, security interests, licenses, or charges of any nature whatsoever.
14. BP makes no representations; extends no warranties of any kind, either express or implied. Patent Rights are sold "as is".

Nothing in this Agreement will be construed as:

- a. a warranty or representation by BP as to the validity or scope of any Patent Rights; or
- b. a warranty or representation that anything made, used, sold, or otherwise disposed of under Patent Rights assigned in this Agreement is or will be free from infringement of patents of third parties. BP represents and warrants that as of the Effective Date, no legal actions are existing in relation with any of the Patent Rights and/or it is not aware of any threat of legal action including in relation with third party's rights with respect to BP's ownership of or the validity of the Patent Rights; or
- c. a requirement, except as set forth in paragraph 8, that BP will file any patent application, secure any patent, or maintain any patent in force; or
- d. an obligation to furnish any technical information; or

- e. except as otherwise set forth herein conferring a right to use in advertising, publicity, or otherwise any trademark or trade name of BP or its Affiliates.;  
or
  - f. granting by implication, estoppel, or otherwise, any licenses or rights under patents of BP other than Patent Rights.
15. BP assumes no responsibilities whatever with respect to use, sale, or other disposition by IFPEN or its Affiliates or its licensees or other transferees of products or services incorporating or made by use of inventions claimed under Patent Rights, except as foreseen under paragraphs 4.(a) and 5.
16. (a) This Agreement shall inure to the benefit of, and be binding on, the parties hereto together with their respective legal representatives, successors, and assigns.
- (b) Each of the parties acknowledges and agrees that the other party would be damaged irreparably in the event that any of the provisions of this Assignment Agreement are not performed in accordance with their specific terms or otherwise are breached or violated. Accordingly, to the extent permitted by applicable law: (i) no claim or right arising out of this Assignment Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other party, (ii) no waiver that may be given by a party will be applicable except in the specific instance for which it is given, and (iii) no notice to or demand on one party will be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Assignment Agreement. A failure or omission of any party to insist, in any instance, upon strict performance by the other party of any term or provision of this Assignment Agreement or to exercise any of its rights hereunder shall not be deemed a modification of any term or provision hereof or a waiver or relinquishment of the future performance of any such term or provision by such party, nor shall such failure or omission constitute a waiver of the right of such party to insist upon future performance by the other party of any such term or provision or any other term or provision of this Assignment Agreement.
17. (a) This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of New York (excluding conflicts of law rules) and of the United States.
- (b) The parties shall endeavor to settle by negotiation any dispute arising out of or in connection with the validity, the performance, interpretation or



termination of this Assignment Agreement, and all consequences thereof. In the event that a dispute can not be resolved by mutual agreement, the parties may either: (i) upon their mutual agreement submit the dispute to alternative dispute resolution such as mediation or arbitration; or (ii) submit the dispute to any court which has jurisdiction.

18. (a) This Assignment Agreement merges and supersedes all prior and contemporaneous agreements, assurances, representations, and communications between or among the parties hereto concerning the matters set forth herein.
- (b) If any term or provision of this Assignment Agreement shall, to any extent or for any reason, be held to be illegal, invalid or unenforceable under any present or future applicable law, and if the rights or obligations of any party hereto under this Assignment Agreement will not be materially and adversely affected thereby, (i) such provision will be fully severable, (ii) this Assignment Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and (iii) the remaining provisions of this Assignment Agreement will remain in full force and effect and will not be affected by any such illegal, invalid or unenforceable provisions or by its severance from this Assignment Agreement. The parties furthermore agree to execute and deliver such amendatory contractual provisions to accomplish lawfully as nearly as possible the goals and purposes of the provision so held to be void or unenforceable.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be executed in triplicate originals, under seal the day and year first above written.

BP Corporation North America Inc.

IFP Energies nouvelles

By: \_\_\_\_\_

(Signature)

Name: Stephen L. Hensley

Title: Managing Counsel (By Power of Attorney)

Date: \_\_\_\_\_

Dec 13, 2012

By: \_\_\_\_\_

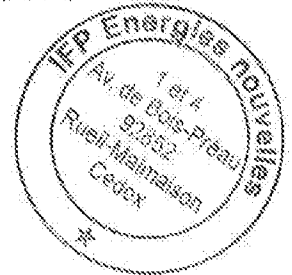
(Signature)

Name: Pascal Barthelemy

Title: Executive Vice President

Date: \_\_\_\_\_

21 DEC 2012



ATTACHMENT A  
ASSIGNMENT of PATENT RIGHTS

WHEREAS, BP Corporation North America Inc. a corporation organized and existing under the laws of the State of Indiana, U.S.A. having offices at 501 Westlake Park Boulevard, Houston, Texas 77079USA ("ASSIGNOR"), owns, by assignment, all right, title, and interest in the patents and patent applications listed in Appendix A ("Patent Rights"). IFP Energies nouvelles, a corporation organized and existing under the laws of France having offices at 1&4 Avenue de Bois-Préau 92852 Rueil-Malmaison Cedex France ("ASSIGNEE"), desires to own ASSIGNOR's entire right, title, and interest in and to the Patent Rights, in all countries throughout the world.

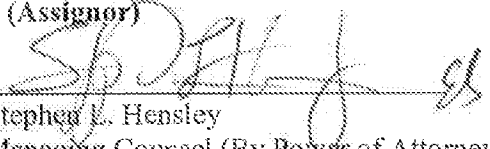
NOW, THEREFORE, to all whom it may concern, be it known that for valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over, unto ASSIGNEE, and ASSIGNEE accepts, the entire right, title and interest in, to and under Patent Rights, and any divisions, reissues, continuations of said patents already granted or or which may be granted on said applications, together with the right to file patent applications in any country of the world claiming priority of any such Patent Rights, 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 and sale had not been made; provided, that said sale, assignment, transfer and setting over of Patent Rights by ASSIGNOR to ASSIGNEE, and acceptance thereof by ASSIGNEE from ASSIGNOR, is and shall be subject to licenses, immunities from suit and other rights of others existing as of the date hereof under such Patent Rights and any patent applications that may be filed in any country of the world claiming priority of any such Patent Rights and any patents granted from any such patent applications.

IN TESTIMONY WHEREOF, ASSIGNOR and ASSIGNEE have caused this instrument to be signed by their duly authorized representative, and ASSIGNOR has caused its corporate seal to be hereto affixed and attested, this 13th day of December 2012.

BP Corporation North America Inc.

(Assignor)

By:

  
Stephen L. Hensley  
Managing Counsel (By Power of Attorney)

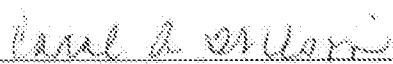
Date:

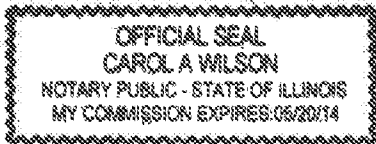
Dec 13, 2012

State of Illinois )  
                                  ) SS  
County of DuPage)

I, Carol A. Wilson, do hereby certify that Stephen L. Hensley executed the foregoing "Assignment of Patent Rights."

Dated this 13th day of December 2012.

  
\_\_\_\_\_  
Carol A. Wilson  
Notary Public






This Assignment is accepted on behalf of the ASSIGNEE by its duly authorized representative.

IFP Energies nouvelles

By:

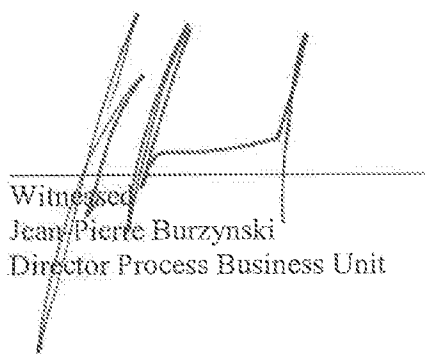
  
Pascal Barthelemy  
Executive Vice President

Date:

21 DEC. 2012



Witnessed

  
Jean-Pierre Burzynski  
Director Process Business Unit

**APPENDIX A**

**Patent Rights**

No.	Case No.	Country	Filing Date or Grant Date	Appl. No. or Patent No.	Status
1	38808-00	United States	15-Feb-00	6024865	Granted
2	38808-00	Australia	22-Aug-02	746953	Granted
3	38808-00	France	24-Nov-04	1029025	Granted
4	38808-00	Germany	24-Nov-04	69922146.3-08	Granted
5	38808-00	Great Britain	24-Nov-04	1029025	Granted
6	38808-00	Netherlands	24-Nov-04	1029025	Granted
7	38808-00	Singapore	28-Feb-02	72210	Granted
8	38808-00	Japan	26-Jun-09	4330271	Granted
9	38809-00	United States	9-May-00	6059962	Granted
10	38809-00	Australia	22-Aug-02	747037	Granted
11	38809-00	Belgium	24-Nov-04	1029024	Granted
12	38809-00	France	24-Nov-04	1029024	Granted
13	38809-00	Germany	24-Nov-04	69922145.5-08	Granted
14	38809-00	Great Britain	24-Nov-04	1029024	Granted
15	38809-00	Italy	24-Nov-04	1029024	Granted
16	38809-00	Netherlands	24-Nov-04	1029024	Granted
17	38809-00	Singapore	28-Feb-05	72209	Granted
18	38809-00	Spain	24-Nov-04	ES 2232174	Granted
19	38809-00	Japan	27-Nov-09	4414098	Granted
20	39122-00	Armenia	30-Aug-10	13841	Granted
21	39122-00	Azerbaijan	30-Aug-10	13841	Granted
22	39122-00	Algeria	29-Mar-10	5316	Granted
23	39122-00	Belarus	30-Aug-10	13841	Granted
24	39122-00	Brazil	22-Dec-05	PI0519310-9	Pending
25	39122-00	Canada	22-Dec-05	2590960	Pending
26	39122-00	China	22-Dec-05	200580045538.3	Pending
27	39122-00	Eurasian Patent Organization	30-Aug-10	13841	Granted
28	39122-00	European Patent Office (EPO)	22-Dec-05	05855689.5	Pending

No.	Case No.	Country	Filing Date or Grant Date	Appln. No. or Patent No.	Status
29	39122-00	Hong Kong	8-Nov-07	07112153.1	Pending
30	39122-00	Indonesia	24-Jul-09	IDP0023803	Granted
31	39122-00	India	22-Dec-05	05517/DELNP/2007	Pending
32	39122-00	Japan	22-Dec-05	2007-549569	Pending
33	39122-00	Kazakhstan	30-Aug-10	13841	Granted
34	39122-00	Kyrgyz Republic	30-Aug-10	13841	Granted
35	39122-00	Mexico	10-Sep-09	269993	Granted
36	39122-00	Moldova	30-Aug-10	13841	Granted
37	39122-00	New Zealand	12-Aug-10	556116	Granted
38	39122-00	Norway	22-Dec-05	2007 3949	Pending
39	39122-00	Russian Federation	30-Aug-10	13841	Granted
40	39122-00	South Africa	25-Sep-08	2007/05171	Granted
41	39122-00	Tajikistan	30-Aug-10	13841	Granted
42	39122-00	Turkmenistan	30-Aug-10	13841	Granted
43	39122-00	Ukraine	25-Jun-10	91042	Granted
44	39122-00	United Arab Emirates	22-Dec-05	579/2007	Pending
45	39122-00	United States	6-Jan-09	7473349	Granted
46	39122-01	United States	15-Nov-11	8057661	Granted
47	39122-00	United States	29-Jul-03	6599417	Granted
48	39122-00	Australia	23-Sep-04	773888	Granted
49	39122-00	Japan	19-Sep-00	2001-553895	Pending
50	39122-00	Singapore	30-Jul-04	83469	Granted
51	39814-00	United States	5-Aug-03	6602405	Granted
52	39814-00	Australia	9-Dec-04	776070	Granted
53	39814-00	European Patent Office (EPO)	19-Sep-00	00965138.1	Pending
54	39814-00	Japan	19-Sep-00	2001-553896	Pending
55	39814-00	Singapore	30-Jul-04	83470	Granted
56	9649	Australia	25-Oct-07	2002321554	Granted

No.	Case No.	Country	Filing Date or Grant Date	Appl. No. or Patent No.	Status
57	9649	European Patent Office (EPO)	28-Aug-02	02755259.5	Pending
58	9649	Malaysia	12-Feb-10	MY-140937-A	Granted
59	9649	Russian Federation	3-Apr-07	2311339	Granted
60	9649	Singapore	28-Feb-06	102918	Granted
61	9649	Taiwan	1-Mar-08	1293944	Granted
62	9649	Thailand	9-Sep-02	076478	Pending
63	9649	Ukraine	18-Oct-06	77694	Granted
64	9649	United States	13-Nov-07	7294420	Granted
65	9700	Australia	5-Feb-09	2003222610	Granted
66	9700	European Patent Office (EPO)	16-Apr-03	03717447.1	Pending
67	9700	Russian Federation	9-Jun-07	2316577	Granted
68	9700	Singapore	31-Aug-06	109044	Granted
69	9700	Ukraine	11-Feb-08	81763	Granted
70	9700	United States	1-Jun-09	7473351	Granted
71	36801-00	Canada	3-Jul-07	2248159	Granted
71bis	36801-00-	Canada	09-nov-10	2581692	Granted
72	36801-00	France	9-Jul-03	0902822	Granted
73	36801-00	Germany	9-Jul-03	69816208.0-08	Granted
74	36801-00	Great Britain	9-Jul-03	0902822	Granted
75	36801-00	Italy	9-Jul-03	0902822	Granted
76	36801-00	Japan	18-Apr-08	4113590	Granted
77	36801-00	Netherlands	9-Jul-03	0902822	Granted
78	36801-00	Singapore	18-Feb-02	56296	Granted
79	36801-00	Spain	9-Jul-03	ES 2203924	Granted
80	36801-00	United States	11-Apr-00	6048451	Granted
81	36801-01	Belgium	3-Nov-04	0938529	Granted
82	36801-01	Canada	6-Jan-09	1269024	Granted
83	36801-01	France	3-Nov-04	0938529	Granted
84	36801-01	Germany	3-Nov-04	DE69827356	Granted
85	36801-01	Great Britain	3-Nov-04	0938529	Granted
86	36801-01	Italy	3-Nov-04	0938529	Granted



No.	Case No.	Country	Filing Date or Grant Date	Appln. No. or Patent No.	Status
87	36801-01	Japan	26-Aug-11	4808293	Granted
88	36801-01	Netherlands	3-Nov-04	0938529	Granted
89	36801-01	Spain	3-Nov-04	ES 2232012	Granted
90	36801-01	United States	26-Jan-99	5863419	Granted
91	37318-01	Australia	8-Jan-07	2002303921	Granted
92	37318-01	France	31-Oct-07	1412456	Granted
93	37318-01	Germany	31-Oct-07	60223259.7	Granted
94	37318-01	Great Britain	31-Oct-07	1412456	Granted
95	37318-01	Italy	31-Oct-07	1412456	Granted
96	37318-01	Japan	4-Dec-09	4417104	Granted
97	37318-01	Netherlands	31-Oct-07	1412456	Granted
98	37318-01	Singapore	28-Apr-06	101826	Granted
99	37318-01	Spain	31-Oct-07	1412456	Granted
100	37318-01	United States	11-May-04	6733660	Granted
101	37318-00	Australia	31-May-02	20022310232	Granted
102	37318-00	France	22-Aug-07	1412457	Granted
103	37318-00	Germany	22-Aug-07	60221990.6-08	Granted
104	37318-00	Great Britain	22-Aug-07	1412457	Granted
105	37318-00	Italy	22-Aug-07	1412457	Granted
106	37318-00	Japan	4-Dec-09	4417105	Granted
107	37318-00	Netherlands	22-Aug-07	1412457	Granted
108	37318-00	Singapore	30-Nov-06	101888	Granted
109	37318-00	Spain	22-Aug-07	1412457	Granted
110	37318-00	United States	18-May-04	6736963	Granted
111	37362-00	Australia	10-Jan-08	2002349893	Granted
112	37362-00	France	28-Dec-05	1438372	Granted
113	37362-00	Germany	28-Dec-05	1438372	Granted
114	37362-00	Great Britain	28-Dec-05	1438372	Granted
115	37362-00	Italy	28-Dec-05	1438372	Granted
116	37362-00	Netherlands	28-Dec-05	1438372	Granted
117	37362-00	Russia	20-Nov-06	2287554	Granted
118	37362-00	South Africa	29-Jun-05	2004/2152	Granted
119	37362-00	Spain	28-Dec-05	1438372	Granted
120	37362-00	Ukraine	16-Oct-06	77013	Granted
121	37363-00	Australia	30-Aug-07	2002353872	Granted
122	37363-00	EP	5-May-04	2789268.6	Pending

No.	Case No.	Country	Filing Date or Grant Date	Appln. No. or Patent No.	Status
123	37363-00	Russia	20-Dec-07	2312888	Granted
124	37363-00	Singapore	31-May-06	103666	Granted
125	37363-00	Ukraine	15-Feb-07	77973	Granted
126	37363-00	United States	2-Jun-09	7541502	Granted
127	37363-00	United States	23-Nov-10	7837748	Granted
128	4777/00/	Germany	12 Oct 2011	602 41 298.6	Granted
129	4777/00/	Japan	19 Sep 2008	4186157	Granted
130	4777/00/	Canada	22 Dec 2009	2.440.180	Granted
131	4777/00/	United Kingdom	12 Oct 2011	1.370.627	Granted
132	4777/00/	Mexico	18 Dec 2007	252805	Granted
133	4777/00/	South Korea / Republic of Korea	07 Mar 2008	10-0813775	Granted
134	4777/00/	United States Of America	30 May 2006	7.052.598	Granted
135	4777/00/	European Procedure (Patents)	12 Oct 2011	1.370.627	Granted
136	4777/00/	Spain	12 Oct 2011	1.370.627	Granted
137	4777/00/	Belgium	12 Oct 2011	1.370.627	Granted
138	4777/00/	France	27 Apr 2007	2.821.850	Granted
139	4777/00/	India	24 Oct 2008	224879	Granted
140	4777/00/	Brazil	07 Aug 2012	PI0208042.7	Granted
141	4777/00/	Italy	12 Oct 2011	1.370.627	Granted
142	4777/00/	Netherlands	12 Oct 2011	1.370.627	Granted
143	4777/01/	European Procedure (Patents)	23 Mar 2011	1.370.629	Granted
144	4777/01/	France	04 Jun 2004	2.821.851	Granted
145	4777/01/	South Korea / Republic of Korea	07 Mar 2008	10-0813777	Published
146	4777/01/	Spain	23 Mar 2011	1.370.629	Published
147	4777/01/	France	23 Mar 2011	1.370.629	Granted
148	4777/01/	United States Of America	20 May 2008	7.374.667	Granted
149	4777/01/	Brazil	06 Sep 2011	PI0216116-8	Pending - notice of

No.	Case No.	Country	Filing Date or Grant Date	Appln. No. or Patent No.	Status
					allowance
150	4777/01/	Mexico	01 Oct 2008	260932	Granted
151	4777/01/	Netherlands	23 Mar 2011	1.370.629	Granted
152	4777/01/	Canada	29 Jan 2002	2.440.188	Pending-notice of allowance
153	4777/01/	United Kingdom	23 Mar 2011	1.370.629	Granted
154	4777/01/	India	13 Feb 2009	229157	Granted
155	4777/01/	Brazil	24 Jul 2012	PI0208047-8	Granted
156	4777/01/	Germany	23 Mar 2011	602 39 524.0-08	Granted
157	4777/01/	Italy	23 Mar 2011	1.370.629	Granted
158	4777/01/	Belgium	23 Mar 2011	1.370.629	Granted
159	4777/02/	European Proccdure (Patents)	13 Oct 2004	1.370.630	Granted
160	4777/02/	Brazil	29 Jan 2002	PI0208050.8	Pending - notice of allowance
161	4777/02/	United Kingdom	13 Oct 2004	1.370.630	Granted
162	4777/02/	South Korea / Republic of Korea	07 Mar 2008	10-0813776	Granted
163	4777/02/	Spain	13 Oct 2004	1.370.630	Granted
164	4777/02/	United States Of America	01 Jun 2010	12/791.492	Pending
165	4777/02/	Belgium	13 Oct 2004	1.370.630	Granted
166	4777/02/	France	02 May 2003	2.821.852	Granted
167	4777/02/	Netherlands	12 Oct 2004	1.370.630	Granted
168	4777/02/	Canada	15 Dec 2009	2.440.189	Granted
169	4777/02/	India	15 Oct 2008	224403	Granted
170	4777/02/	Italy	13 Oct 2004	1.370.630	Granted
171	4777/02/	Germany	13 Oct 2004	P602.01.586.3	Granted
172	4777/02/	Japan	09 Oct 2009	4385178	Granted
173	4777/02/	Mexico	27 Jan 2006	234008	Granted
174	4777/02/	United States Of America	12 Mar 2002	10/094.985	Pending - Appeal

ATTACHMENT B  
TRADEMARK ASSIGNMENT

WHEREAS BP Corporation North America Inc., an Indiana corporation, of 501 Westlake Park Boulevard, Houston, Texas 77079, USA has adopted, used and is using the OATS trademark, including the US registration identified by Appendix B hereto, and

WHEREAS IFP Energies nouvelles, an Industrial and Commercial Public Establishment organized and existing under the laws of France having offices at 1&4 Avenue de Bois-Préau 92852 Rueil-Malmaison Cedex France, is desirous of acquiring said OATS trademark as well as the registrations thereof;

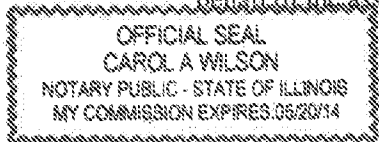
NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, BP Corporation North America Inc., does hereby assign unto IFP Energies nouvelles all right title and interest in and to said mark, together with the goodwill of the business symbolized by the mark, as well as the registration identified therefor.

BP Corporation North America Inc. -- Assignor

By: [Signature]  
Stephen L. Hensley  
Title: Managing Counsel (By Power of Attorney)  
Date: Dec 14, 2012

State of Illinois )  
County of Dupage )

On this 14<sup>th</sup> day of December, 2012, before me appeared STEPHEN L. Hensley, the person who signed this document on behalf of BP Corporation North America Inc., and acknowledged that he/~~she~~ signed as a free act on behalf of the assignor corporation.

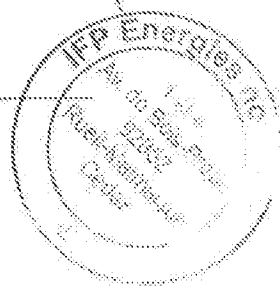


[Signature]  
Carol A. Wilson  
Notary Public

This Assignment is accepted on behalf of the Assignee by its duly authorized representative.

IFP Energies nouvelles  
By: [Signature]  
Pascal Barthelemy  
Executive Vice President  
Date: 21 DEC. 2012

[Signature]  
Witnessed  
Jean Pierre Burzynski  
Director Process Business Unit



Appendix B

<i>Country</i>	<i>Trademark</i>	<i>Reg. No.</i>	<i>Reg. Date</i>
United States of America	OATS	3,632,619	2 June 2009

**ATTACHMENT C  
TRADE MARK ASSIGNMENT**

WHEREAS BP p.l.c., an English corporation, of 1 St. James's Square, London, SW1Y 4PD, United Kingdom has adopted, used and is using the OATS trade mark, including the Community Trade Mark registration identified by Appendix C hereto, and

WHEREAS IFP Energies nouvelles, an Industrial and Commercial Public Establishment organized and existing under the laws of France having offices at 1&4 Avenue de Bois-Préau 92852 Rueil-Malmaison Cedex France, is desirous of acquiring said OATS trade mark as well as the registrations thereof;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, BP p.l.c. does hereby assign unto IFP Energies nouvelles all right title and interest in and to said mark, together with the goodwill of the business in the products for which, and to the extent only that, such trade mark is used, as well as the registration identified therefor.

BP p.l.c. – Assignor

By: \_\_\_\_\_

Sarah Ann Lambeth

Senior Trademark Advisor, Authorized Signatory

Witnessed

Name: \_\_\_\_\_

Title: \_\_\_\_\_

This Assignment is accepted on behalf of the Assignee by its duly authorized representative.

IFP Energies nouvelles

By: \_\_\_\_\_

Pascal Barthelemy

Executive Vice President

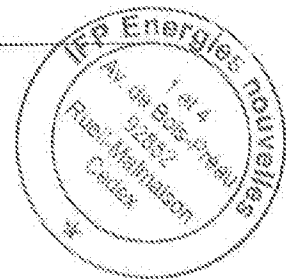
Date: \_\_\_\_\_

21 DEC. 2012

Witnessed

Jean-Pierre Burzynski

Director Process Business Unit



APPENDIX C

<i>Country</i>	<i>Trademark</i>	<i>Reg. No.</i>	<i>Reg. Date</i>
CTM	OATS	6967939	24 April 2009