

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SHELL OIL COMPANY	05/07/2014
RECEIVING PARTY DATA	
Name:	CHINA UNIVERSITY OF PETROLEUM (BEIJING)
Street Address:	18 FUXUE ROAD, CHANGPING
City:	BEIJING
State/Country:	CHINA
Postal Code:	102249
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	13383946
Application Number:	13388542
Patent Number:	8653318
Patent Number:	8569561
CORRESPONDENCE DATA	
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<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
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NAME OF SUBMITTER:	JIawei HUANG
SIGNATURE:	/JIawei HUANG/
DATE SIGNED:	08/21/2014
Total Attachments: 7	
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SHELL OIL COMPANY

and

CHINA UNIVERSITY OF PETROLEUM (Beijing)

PATENTS ASSIGNMENT AND LICENSE AGREEMENT

SA 140377

PATENT 117
REEL: 033586 FRAME: 0440

PATENTS ASSIGNMENT AND LICENSE AGREEMENT

This **PATENTS ASSIGNMENT AND LICENSE AGREEMENT** (the "**Agreement**") effective as of this day of 2014 ("**Effective Date**") is made **BETWEEN**:

- (1) **SHELL OIL COMPANY**, a Delaware, USA, corporation ("**SHELL**"), having an office at Houston, Texas, USA; and
- (2) **CHINA UNIVERSITY OF PETROLEUM (Beijing)**, having its address at Changping, Beijing, P.R. China ("**CUP**");

(Each a "**Party**" and together the "**Parties**")

WHEREAS

- (A) **SHELL** is the assignee of record in the United States Patent and Trademark Office of the Patents (as defined below);
- (B) **SHELL** has acquired the Patents under and pursuant to the terms of the "Framework Cooperation Agreement" between Shell Global Solutions International B.V. and **CUP** that relates to the subject matter of ionic liquid alkylation technology and which was signed by **CUP** on 7 February 2010; and
- (C) **SHELL** is prepared to assign its interest in such Patents to **CUP** on the terms and conditions set out in this Agreement.

IT IS AGREED AS FOLLOWS

1 Definitions

"**Affiliate**" means in relation to a Party:

- (i) Its Ultimate Parent Company;
- (ii) A company (other than the Party itself) which is, from time to time, directly or indirectly controlled by the Ultimate Parent Company; or
- (iii) In the case of a Party which does not have an Ultimate Parent Company, a company which is, from time to time, directly or indirectly controlled by that Party;

For the purpose of this definition:

- (a) a company is directly controlled by another company if the latter company beneficially owns fifty per cent (50%) or more of either the issued share capital or

the voting rights attached to the issued share capital of the first mentioned company or otherwise has the power to direct or cause the direction of the management of the first mentioned company by contract, as trustee or otherwise; and

- (b) a company is indirectly controlled by another company if a series of companies can be specified, beginning with the latter company and ending with the first mentioned company, which are so related such that each company of the series (except the latter company) is directly controlled by one or more of the companies earlier in the series;

"Patents" means the patents and/or patent applications listed in Schedule 1 to this Agreement.

"Ultimate Parent Company" means in relation to SHELL, Royal Dutch Shell plc.

2 Transfer

- 2.1 SHELL hereby assigns to CUP all SHELL's right, title and interest in the Patents and CUP hereby accepts such assignment. A copy of the assignment assigning such is provided in Appendix A.

3 Grant of License

- 3.1 CUP hereby grants to SHELL and all Affiliates of SHELL an irrevocable, royalty-free, non-exclusive, worldwide, unrestricted license with the right to grant sub-licenses, for the lifetime of each of the Patents to practice within the scope of each of the Patents in any field.
- 3.2 CUP shall, at the request of SHELL or any relevant Affiliate of SHELL, sign any documents and do all such acts, and/or procure the signing of any documents and the doing of any other acts, as may be necessary to give full effect to the license set out in Clause 3.1.

4 Disclaimers and No Representations or Warranties

- 4.1 SHELL makes no representations or warranties, either express or implied, with respect to the Patents, and SHELL SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The Patents are provided to CUP "AS IS". SHELL shall in no event be liable for any loss of profits, indirect, consequential, incidental, special, or other similar or like damages arising from any defect or error in the Patents, even if SHELL has been advised of the possibility of such damages.

5 Law and jurisdiction

- 5.1 This **Agreement** shall be governed by the laws of Texas, USA, without giving effect to its rules on conflict of law.
- 5.2 In relation to any legal action or proceeding arising out of or in connection with this **Agreement**, each of the Parties irrevocably submits to the exclusive jurisdiction of the Texas courts and waives any objection to proceed in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inappropriate forum.

6 Parties Bound/Assignment

- 6.1 This **Agreement** will be binding upon and inure to the benefit of the Parties hereto and to their successors and assigns.

7 Amendments

- 7.1 This **Agreement** will not be amended except by written instrument signed by authorized representatives of the Parties hereto.

8 Waiver

- 8.1 The failure of any Party at any time to require performance by any other Party of any provision of this **Agreement** will not affect in any way the full right to require the performance at any subsequent time. The waiver by any Party of a breach of any provision of this **Agreement** will not be taken or held to be a waiver of the provision itself. Any course of performance will not be deemed to amend or limit any provision of this **Agreement**.

9 Severability

- 9.1 If any part of this **Agreement** shall be held to be in whole or in part invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not impair or affect the remaining provisions or parts thereof, of this **Agreement**.

10 Entire Agreement

- 10.1 This **Agreement** constitutes the sole and entire agreement between SHELL and CUP with respect to the subject matter hereof, and supersedes any and all prior agreements and understandings with respect to such subject matter.

IN WITNESS WHEREOF, SHELL and CUP have caused this Agreement to be executed in duplicate original by their duly authorized representatives.

SHELL OIL COMPANY

Craig M. Lundell
Name: *Craig M. Lundell*
Title: *Vice President Intellectual Property*
Date: *May 7, 2014*

CHINA UNIVERSITY OF PETROLEUM (Beijing)

<u>Deng Jingen</u>	<u>Zhichang Liu</u>
Name: DENG JINGEN	zhichang Liu
Title:	
Date: <i>19/03/2014</i>	<i>19/03/2014</i>

SCHEDULE 1

Case	Patent Number or Patent Application Serial Number	Patent Application Publication Number	Filing Application Date	Grant Date	Expiry Date	Title
TS2312	8,653,318		23/3/2012	18/2/2014	6/8/2030	Process for Preparing an Alkylate
TS9753	13/383,946	2012/0283500	10/4/2012	N/A	15/7/2030	Methods for Regenerating and Maintaining Activity of Ionic Liquid Catalyst and Producing Alkylate
TS2375	8,569,561		13/3/2012	29/10/2013	27/11/2030	Method for Revamping an HF or Sulphuric Acid Alkylation Unit
TS2376	13/388,542	2012/0165593	13/3/2012	N/A	6/8/2030	Process for Preparing an Alkylate

Appendix A
ASSIGNMENT

WHEREAS, **Shell Oil Company**, a corporation organized and existing under and by virtue of the laws of the State of Delaware, and having an office and place of business at Westhollow Technology Center, Houston, Texas 77210 USA (hereinafter "Assignor"), is the assignee of record in the United States Patent and Trademark Office of United States Patent Nos. 8,653,318 and 8,569,561 and United States Patent Application Serial Nos. 13/383,946 and 13/388,542;

AND, WHEREAS, **CHINA UNIVERSITY OF PETROLEUM (Beijing)**, having its address at Changping, Beijing, P.R. China (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to United States Patent Nos. 8,653,318 and 8,569,561 and United States Patent Application Serial Nos. 13/383,946 and 13/388,542;

NOW, THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the Assignor has sold, assigned, and transferred, and by these presents do sell, assign and transfer unto said Assignee, its successors or assigns, Assignor's right, title and interest in and to the aforesaid.

AND, for the consideration aforesaid, the Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all United States Letter Patent for the aforesaid to the said Assignee, for the use of the said Assignee, its successors and assigns.

Signed: Craig M. Lundell
Print Name: Craig M. Lundell
Title: Vice President Intellectual Property
Shell Oil Company

Executed this day 7th of May, 2014