

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3764276

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SUOQI ZHAO	03/05/2013
QIANG WEI	03/05/2013
CHUNMING XU	03/05/2013
ZHIMING XU	03/05/2013
XUEWEN SUN	03/05/2013
KENG H. CHUNG	03/05/2013
CHINA UNIVERSITY OF PETROLEUM, BEIJING	03/05/2013
RECEIVING PARTY DATA	
Name:	WELL RESOURCES INC.
Street Address:	3919-149A STREET
City:	EDMONTON
State/Country:	CANADA
Postal Code:	AB T6R 1J8
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15054959
CORRESPONDENCE DATA	
Fax Number:	(414)225-9753
<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>	
Phone:	4142259755
Email:	docketing@boylefred.com, htorgerson@boylefred.com
Correspondent Name:	BOYLE FREDRICKSON S.C.
Address Line 1:	840 N. PLANKINTON AVE
Address Line 4:	MILWAUKEE, WISCONSIN 53203
ATTORNEY DOCKET NUMBER:	3180.001
NAME OF SUBMITTER:	CHARLES L. LEECK
SIGNATURE:	/Charles L. Leeck/
DATE SIGNED:	03/02/2016

Total Attachments: 10

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WORLDWIDE ASSIGNMENT

WHEREAS, we,

- 1) **ZHAO, Suoqi** of 302, Unit 4, Building 14, Section 2, Changshenyuan, Changping, Beijing, 102200, China,
- 2) **WEI, Qiang** of 602, Unit 3, 16 Dongguan 2 Tiao, Changping, Beijing 102200, China,
- 3) **XU, Chunming** of 502, Unit 1, Building 5, Ningxinyuan, Changping, Beijing 102200, China,
- 4) **XU, Zhiming** of Unit 2011, 26 Cuiweizhongli, Haidian, Beijing 100036, China,
- 5) **SUN, Xuewen** of 201, Unit 5, Building 6, Runjiejingdian, Changping, Beijing 102200, China, and
- 6) **CHUNG, Keng H.** of 3919 – 149A Street, Edmonton, Alberta, Canada T6R 1J8,

hereinafter referred to individually as "**inventor**" or collectively as "**inventors**", are joint inventors of an invention relating to and entitled:

A METHOD OF PROCESSING HEAVY OILS AND RESIDUA

hereinafter referred to as "**the invention**."

AND WHEREAS, at least one or more of the inventors is an employee of, or is otherwise affiliated, with **CHINA UNIVERSITY OF PETROLEUM, BEIJING**, a state university under the Chinese Ministry of Education having an address at 18 Fuxue Road, Changping, Beijing 102249, P.R. China, hereinafter referred to as the "**University**";

AND WHEREAS, **WELL RESOURCES INC.**, a company having a place of business of 3919-149A Street, Edmonton, AB T6R 1J8, Canada, hereinafter referred to as "**Assignee**", desires among other things to acquire inventors' entire right, title, interest, property and benefit in and to the invention in all countries and jurisdictions;

AND WHEREAS, Assignee and the University have agreed that intellectual property rights that arise from work completed by the inventors shall accrue to the benefit of and be owned by Assignee.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, inventors and, to such extent as the University owns or otherwise enjoys any right, title, interest, property or benefit in and to the invention, whether solely or jointly with Assignee under the terms of the Agreement, or with any other party for any other reason, the University hereby each confirm that they have sold, assigned, transferred and set over to Assignee and, for greater certainty, do hereby each sell, assign, transfer and set over to Assignee, and to Assignee's successors, assigns, nominees or other legal

representatives, their entire right, title, interest, property and benefit, respectively, in and to the Invention in all countries and jurisdictions, together with their entire right, title, interest, property and benefit, respectively, in and to any applications for patent as may be filed in respect of the Invention in any such country or jurisdiction, including any and all corresponding applications stemming from such applications, whether in the form of divisions, continuations, re-examinations, re-issues and extensions thereof, any and all Letters Patent and Registrations that may issue, be granted, or result therefrom for the Invention, and any and all rights of priority resulting from the filing of the above-identified applications, the said corresponding applications, and any previously filed applications in respect of the Invention under international conventions, treaties or otherwise, the same to be held and enjoyed as fully and exclusively as the same would have been held and enjoyed by inventor of the University had this sale, assignment, transfer and setting over not been made;

AND INVENTORS AND THE UNIVERSITY, on behalf of themselves and their respective heirs, executors and administrators, do hereby covenant and agree to do all such lawful acts and things and to execute and deliver without further consideration such further lawful assignments, instruments, assurances, applications and other documents as may reasonably be required by said Assignee, or by their respective successors, assigns, nominees, or other legal representatives, to obtain each said Letters Patent and Registrations of United States and all other countries and jurisdictions for the Invention and vest or secure the same in Assignee, and in Assignee's successors, assigns, nominees or other legal representatives;

AND INVENTORS AND THE UNIVERSITY do hereby authorize any official whose duty it is to grant patents or registrations to grant each said Letters Patent and Registration for the Invention to the Assignee, and to Assignee's successors, assigns, nominees or other legal representatives;

AND INVENTORS AND THE UNIVERSITY, on behalf of themselves and their respective heirs, executors and administrators, do hereby authorize Assignee, and its successors, assigns, nominees or other legal representatives, including its Patent Agents to amend this Assignment in order to insert the country, serial number, filing date, or any other information identifying an application for patent filed in respect of the Invention, as may be needed to have this Assignment recorded in a patent office or other register.

BOTH INVENTORS AND THE UNIVERSITY UNDERSTAND AND AGREE that the attorneys and agents of the Assignee appointed law firm do not personally represent any Inventor or the University, jointly or separately, or their respective legal interests, and instead represent only the interests of Assignee. Since the Assignee appointed law firm cannot provide legal advice to any Inventor or to the University with respect to this Assignment, each Inventor and the University acknowledges its respective right to seek independent legal counsel concerning this Assignment.

THIS ASSIGNMENT may be executed in counterparts, all of which shall be considered one and the same agreement. This Assignment shall be effective to transfer any Inventor's or the University's entire right, title, interest, property, and benefit in or to the Invention to Assignee upon


execution of this Assignment by such Inventor or the University, regardless of whether any other Inventor or the University executes this Assignment as the case may be.

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IN WITNESS WHEREOF, inventor has hereunto signed its name on the day and year set forth below.

DATED this 5th day of March, 2013.

Suoqi ZHAO

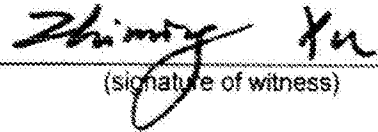


STATEMENT OF WITNESS

I, Zhiming Xu, state that I was personally present and did see
(name of witness)

Suoqi ZHAO, who is personally known to me to be the person named
(name of inventor)

in the above assignment, duly execute the same on the day and year set forth above.



(signature of witness)

IN WITNESS WHEREOF, Inventor has hereunto signed its name on the day and year set forth below.

DATED this 5th day of March, 2013.

Qiang WEI



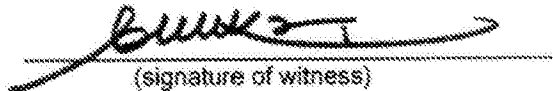
A handwritten signature in black ink, appearing to read "Qiang Wei", is written over a horizontal dotted line.

STATEMENT OF WITNESS

I, Keng H. Chung, state that I was personally present and did see
(name of witness)

Qiang WEI, who is personally known to me to be the person named
(name of inventor)

in the above assignment, duly execute the same on the day and year set forth above.



A handwritten signature in black ink, appearing to read "Bunk", is written over a horizontal dotted line.

(signature of witness)

IN WITNESS WHEREOF, Inventor has hereunto signed its name on the day and year set forth below.

DATED this 5th day of March, 2013.

Chunming XU

 C - Xu

STATEMENT OF WITNESS

I, Zhiming Xu , state that I was personally present and did see
(name of witness)

 Chunming XU , who is personally known to me to be the person named
(name of inventor)

in the above assignment, duly execute the same on the day and year set forth above.

 Zhiming Xu
(signature of witness)

IN WITNESS WHEREOF, Inventor has hereunto signed its name on the day and year set forth below.

DATED this 5th day of March, 2013.

Zhiming XU

Zhiming Xu

STATEMENT OF WITNESS

I, Suqi Zhao, state that I was personally present and did see
(name of witness)

Zhiming XU, who is personally known to me to be the person named
(name of inventor)

in the above assignment, duly execute the same on the day and year set forth above.

Suqi Zhao
(signature of witness)

IN WITNESS WHEREOF, Inventor has hereunto signed its name on the day and year set forth below.

DATED this 5th day of March, 2013.

Xuewen SUN

Xuewen Sun

STATEMENT OF WITNESS

I, Zhiming Xu, state that I was personally present and did see
(name of witness)

Xuewen SUN, who is personally known to me to be the person named
(name of inventor)

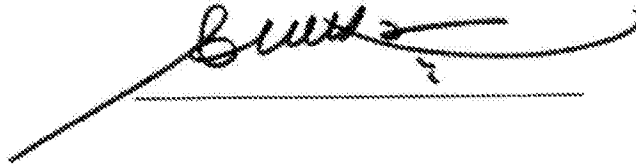
in the above assignment, duly execute the same on the day and year set forth above.

Zhiming Xu
(signature of witness)

IN WITNESS WHEREOF, inventor has hereunto signed its name on the day and year set forth below.

DATED this 5th day of March, 2013.

Keng H. CHUNG



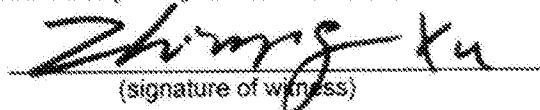
A handwritten signature in black ink, appearing to read 'Keng H. Chung', is written over a horizontal dotted line.

STATEMENT OF WITNESS

I, Zhiming Xu, state that I was personally present and did see
(name of witness)

Keng H. CHUNG, who is personally known to me to be the person named
(name of inventor)

in the above assignment, duly execute the same on the day and year set forth above.



A handwritten signature in black ink, appearing to read 'Zhiming Xu', is written over a horizontal dotted line.

(signature of witness)

IN WITNESS WHEREOF, the University has through an officer or other person with signing authority signed its name on the day and year set forth below.

DATED this 5th day of March, 2013.

China University of Petroleum, Beijing

Chunming Xu

Officer: Chunming Xu

Title: Vice President of Research

STATEMENT OF WITNESS

I, Zhiming Xu, state that I was personally present and did see
(name of witness)

Chunming Xu, who is personally known to me to be the person named
(name of officer)

in the above assignment, duly execute the same on the day and year set forth above.

Zhiming Xu
(signature of witness)