

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3881227

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	JOINT RESEARCH AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>			<b>Execution Date</b>
COLT ENGINEERING CORPORATION			05/01/2004
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SYNCRUDE CANADA LTD. IN TRUST FOR THE OWNERS OF THE SYNCRUDE PROJECT AS SUCH OWNERS EXIST NOW AND IN THE FUTURE		
<b>Street Address:</b>	9911 MACDONALD AVENUE		
<b>City:</b>	FORT MCMURRAY		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	T9H 1S7		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>		
<b>Application Number:</b>	14995106		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(403)265-7219		
<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>			
<b>Phone:</b>	403-298-8157		
<b>Email:</b>	docketing-patentscalgary@bennettjones.com		
<b>Correspondent Name:</b>	IRENE T. BRIDGER, BENNETT JONES LLP		
<b>Address Line 1:</b>	4500 BANKERS HALL EAST		
<b>Address Line 2:</b>	855-2ND STREET SW		
<b>Address Line 4:</b>	CALGARY, CANADA T2P 4K7		
<b>ATTORNEY DOCKET NUMBER:</b>	53707-542		
<b>NAME OF SUBMITTER:</b>	IRENE T. BRIDGER		
<b>SIGNATURE:</b>	/Irene T. Bridger/		
<b>DATE SIGNED:</b>	05/19/2016		
<b>Total Attachments: 5</b>			
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## GENERAL TERMS AND CONDITIONS

THIS AGREEMENT made as of May 1, 2004.

BETWEEN:

SYNCRUDE CANADA LTD. a body corporate, duly incorporated under Alberta law  
("Syncrude")

and

COLT ENGINEERING CORPORATION, a body corporate, duly incorporated under  
the laws of the Province of Alberta (hereinafter called "Colt")

WHEREAS Syncrude operates a crude oil plant at Mildred Lake, Alberta;

and

WHEREAS Colt has agreed to perform engineering Services as set out in this Contract, and on  
the terms and conditions contained herein;

NOW THEREFORE in consideration of the mutual covenants and conditions contained herein,  
the parties hereto mutually agree as follows:

### ARTICLE 1. INTERPRETATION

1.1 In this Contract the words below mean the following:

- 1.1.1 **"Agency Personnel"** means those personnel retained by Colt through a  
staffing agency and assigned to the Alliance;
- 1.1.2 **"Alliance"** means the organization set up by Syncrude and Colt pursuant  
to Article 2, to perform the Services;
- 1.1.3 **"Changes"** means any change or addition to, or deletion from the  
Services;
- 1.1.4 **"Change Order"** means a written order identified as such and signed by  
both Colt and Syncrude, authorizing a Change or an amendment to this  
Contract;
- 1.1.5 **"Commencement Date"** means the date that the Services are to  
commence as set out in Article 5;

## ARTICLE 16. PATENTS & LICENSES

- 16.1 Colt shall indemnify and save Syncrude harmless from claims arising out of any patent, trademark, copyright, or industrial design infringement pertaining to any equipment, machinery, materials, compositions, processes, methods or designs supplied by Colt, Subcontractors, Contract Personnel, Agency Personnel or Vendors, in the performance of the Services.
- 16.2 Syncrude shall indemnify and save Colt harmless from all claims arising out of any patent, trademark, copyright, or industrial design infringement pertaining to any equipment, machinery, materials, compositions, processes, methods or designs supplied by Syncrude or Syncrude Contractors to Colt for use in connection with the Services.
- 16.3 Colt shall promptly give notice to Syncrude if Colt has or acquires knowledge of any patent, trademark, copyright, or industrial design or similar right under which an action could reasonably be expected to be maintained because of the use or purchase by Syncrude of equipment, machinery, materials, compositions, processes, methods or designs incorporated or to be incorporated by Colt as part of the Services. Following notification to Syncrude, Colt shall not incorporate any such equipment, machinery, materials, compositions, processes, methods or designs into any plans, drawings, specifications or other documents, or use the same in connection with the Services without Syncrude's prior approval.
- 16.4 Colt hereby grants Syncrude a non-exclusive royalty free license for the term of this Agreement to use Work Processes and Tools for the purpose of the Alliance, subject to Colt's legal right to do so.
- 16.5 Colt hereby grants Syncrude a non-exclusive, perpetual, irrevocable license to use Work Processes and Tools beyond the Term of this Agreement at a reasonable commercial rate, subject to Colt's legal right to do so.
- 16.6 Colt shall secure from its Subcontractors and Vendors, the same rights and protection for Syncrude as Colt is required to provide pursuant to this Article 16.

## ARTICLE 17. PROPRIETARY INFORMATION

- 17.1 The term "**Proprietary Information**" as used herein, shall mean all inventions, discoveries, improvements and technical information which Colt, its Subcontractors, Contract Personnel, Agency Personnel or Vendors, or their respective employees or agents who are performing the Services, may conceive of, reduce to practice or develop during the Term or within six months thereafter, either in performance of the Services or as a result of information supplied hereunder by Syncrude, the Owners, or Syncrude and the Owners or others but does not include improvements or enhancements to Work Processes and Tools owned by Colt.
- 17.2 Colt shall promptly disclose all Proprietary Information to Syncrude; shall assign all of its right, title and interest in and to the Proprietary Information to Syncrude, the Owners, or Syncrude and the Owners, and shall execute all such documents and take such other actions as Syncrude may consider necessary or desirable with respect to the Proprietary Information.

- 17.3 Colt shall keep and maintain adequate and current records of all Proprietary Information.
- 17.4 Colt shall keep all Proprietary Information in confidence, shall not use it, or any part of it except in the performance of the Services and shall not disclose it to others, without Syncrude's prior written consent.
- 17.5 Colt shall ensure that its Subcontractors, Vendors, Contract Personnel and Agency Personnel and their respective employees and agents who perform any part of the Services, shall comply and are contractually bound to comply, with Colt's obligations pursuant to this Article 17.

#### ARTICLE 18. CONFIDENTIAL INFORMATION & PUBLICITY

- 18.1 The term "**Syncrude Confidential Information**", as used herein, shall mean all information relating to the Services, the mining, extraction, or processing of oil sands, the upgrading of bitumen, or the design, construction, operation, maintenance or any other aspect of the Syncrude Site or the Work Site, which Colt directly or indirectly receives or acquires from Syncrude, the Owners, or Syncrude and the Owners, either in writing or orally, or through observation of the Syncrude Site or the Work Site or the Services, except information falling into any one of the following categories:
- 18.1.1 information which Colt can show was in Colt's possession on a non-confidential basis prior to Colt's receipt or acquisition thereof from Syncrude or the Owners as aforesaid;
- 18.1.2 information which is lawfully in the public domain at the time of Colt's receipt or acquisition thereof from Syncrude or the Owners as aforesaid;
- 18.1.3 information which, after Colt's receipt or acquisition thereof from Syncrude or the Owners as aforesaid, becomes part of the public domain through no act of Colt or any third party under an obligation of confidence with respect to such information, but only after such information becomes part of the public domain;
- 18.1.4 information which, after receipt or acquisition thereof from Syncrude or the Owners as aforesaid, is lawfully obtained by Colt from a third party, but only after such information is so received or acquired, provided such third party is under no obligation of confidence with respect to such information; or
- 18.1.5 information regarding Colt's Work Processes and Tools and improvements thereto.

Specific Information shall not be considered to be within the scope of any of the exceptions listed above, merely because it is embraced by general information within the scope of the above exceptions.

- 18.2 Colt shall keep all Syncrude Confidential Information in confidence and shall not disclose it to others without the prior approval of Syncrude's Contract Administrator. Colt shall not use the Syncrude Confidential Information, except in performance of the Services.

36.9 Any terms, covenants, provisions or conditions of this Contract which expressly or by their nature survive termination of this Contract shall continue in full force and effect subsequent to and notwithstanding such termination, and shall not be merged therein or therewith, until such terms, covenants, provisions and conditions are satisfied or by their nature expire.

IN WITNESS WHEREOF the parties have duly executed this Contract as of the date first written above.

**SYNCRUDE CANADA LTD.**

PER: 


PER: 

**CORPORATE SECRETARY**

**COLT ENGINEERING CORPORATION**

PER: 

PER: 

SYNCRUDE APPROVED	
AS TO FORM	
AS TO TERMS	