

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6079320

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
THE MEISIESVLEI FAMILY TRUST	08/20/2016
THE A & K BUSINESS TRUST	08/21/2016
RECEIVING PARTY DATA	
Name:	TECHNOLOGICAL RESOURCES PTY LIMITED
Street Address:	LEVEL 33, 120 COLLINS STREET
Internal Address:	VICTORIA
City:	MELBOURNE
State/Country:	AUSTRALIA
Postal Code:	3000
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7575622
CORRESPONDENCE DATA	
Fax Number:	(414)978-8858
<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:	4142775157
Email:	jere.polmatier@quarles.com
Correspondent Name:	JERE POLMATIER
Address Line 1:	QUARLES & BRADY LLP
Address Line 2:	411 EAST WISCONSIN AVENUE, SUITE 2400
Address Line 4:	MILWAUKEE, WISCONSIN 53202
ATTORNEY DOCKET NUMBER:	171689.00003
NAME OF SUBMITTER:	JERE L. POLMATIER
SIGNATURE:	/JLP/
DATE SIGNED:	04/27/2020
Total Attachments: 12	
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Brisbane Queensland 4000
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Private and confidential

Re: Recordal of Assignment

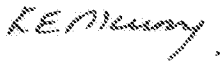
5 December 2016

In support of the Recordal of Assignment, I confirm the positions of responsibility in the Rio Tinto Group of the following employees:

Andy Stokes – Head of Technical Audit & Assurance (employed by Rio Tinto Technology & Innovation a division of Technological Resources Pty. Limited).

Tim Paine – Joint Company Secretary (employed by Rio Tinto Services Limited).

Yours sincerely



Karen Murry
HR Manager – Regional HR Operations
Tel: 61 7 3625 4567

PATENT ASSIGNMENT

Technological Resources Pty Limited ("TRPL")

(ABN 12 002 183 557)

Level 33, 120 Collins Street,
Melbourne, Victoria, 3000, Australia,

AND

A&K Business Trust ("A&K")

(IT9810/2006)

15 Willowgrove Road, Dainfern, 2055, South Africa

AND

The Meisiesvlei Family Trust ("TMFT")

(IT 8465/04)

102 Kirstenbosch, 60 Dundalk Avenue, Parkview, 2193, South Africa

(A&K and TMFT together, the "Selling Parties")

TO WHICH INTERVENE

Frank Crundwell ("FC")

102 Kirstenbosch, 60 Dundalk Avenue, Parkview, 2193, South Africa

AND

Alan Norton ("AN")

15 Willowgrove Road, Dainfern, 2055, South Africa

(FC and AN together the "Inventors")

AND



Crundwell Management Solutions (Pty) Ltd t/a CM Solutions ("CM Solutions")

(2003/003368/07)

Building T5, Pinelands Office Park, Ardeer Road, Modderfontein, 1608, South Africa

(TRPL, the Selling Parties, the Inventors and CM Solutions all together the "Parties")

Effective Date:

5 September 2014 


PATENT ASSIGNMENT

1. BACKGROUND

The Selling Parties are the owners of the patents and patents applications filed from/as international PCT Application WO/2004/027099 "Heap Leach Process". The Inventors, who are related to the Selling Parties, first reduced to practice the invention(s) covered by such patents and assigned all their right, title and interest in and to such patents to the Selling Parties on September 25, 2007.

TRPL is interested to purchase such patents from the Selling Parties [REDACTED]. The Selling Parties agree to sell, transfer and assign such patents to TRPL [REDACTED].

2. ASSIGNMENT OF PATENTS

2.1 In consideration of the amount set out in clause 5.1 and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), The Selling Parties hereby sell, assign and transfer to TRPL, who hereby accepts such sale, assignment and transfer, all their right, title and interest in and to the patents listed in Schedule A and all partial or total further development, continuations, divisions, renewals, extensions and re-issuance of all such patents, including the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to recover and retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of such patents or any patents granted on any of the applications filed as aforesaid, whether occurring before, on or after the Effective Date (hereinafter the "Assigned Patents").

2.2 It is the Selling Parties and TRPL's intention that pursuant to this assignment, subject to any qualifications specifically set out in this agreement, TRPL shall have the same rights and obligations related to the Assigned Patents as those the Selling Parties had before the Effective Date.

3. [REDACTED]

[Handwritten signatures and initials]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4. REPRESENTATIONS AND WARRANTIES

Each of the Selling Parties represents and warrants to TRPL, in respect of the Assigned Patents and the Licensed Patent (hereinafter the Assigned Patents and the Licensed Patent shall be referred to collectively as the "Patents") that:

- 4.1 it is the good standing owner of, and owns all the rights and interests in, its share of the Patents;
- 4.2 it has not given any third party permission to use any of the Patents or otherwise licensed or assigned any of the rights under the Patents beyond the Effective Date;
- 4.3 the Patents are free from any security interest, option, mortgage, charge or lien;
- 4.4 to the best of their knowledge, the Patents, as at the Effective Date, are valid and subsisting and are not subject to amendment, challenge to validity, removal or surrender;
- 4.5 to the best of their knowledge, the use of the invention(s) covered by the Patents does not infringe on any third parties' intellectual property rights; and
- 4.6 all application, registration, renewal and other fees due in respect of the period up to the Effective Date only have been paid in respect of the Patents.

5. CONSIDERATION

[Handwritten initials/signature]

5.1 TRPL agrees to pay the sum of [REDACTED] to the Selling Parties as consideration for the rights granted to TRPL under this agreement (receipt of which the Selling Parties expressly acknowledge).

5.2 [REDACTED]

6. FURTHER ASSURANCE

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5 [REDACTED]
3 [REDACTED]
2 [REDACTED]
3 [REDACTED]
5 [REDACTED]
3 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

7. INDEMNIFICATION

[REDACTED]

[REDACTED]

8. GENERAL

- 8.1 This agreement constitutes the entire agreement between the Parties and supersedes any prior agreement or arrangement in respect of its subject matter. Each Party acknowledges that it has not relied upon, and will have no remedy in respect of, any representation, misrepresentation or statement (whether made by another Party or any other person) which is not expressly set out in this agreement, provided that nothing in this paragraph 8.1 will be interpreted or construed as limiting or excluding the liability of any Party for fraud or fraudulent misrepresentation.
- 8.2 No variation of this agreement will be valid unless it is in writing and signed by a duly authorised representative on behalf of each of the Parties.
- 8.3 If any provision of this agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this agreement, and the validity and enforceability of the other provisions of this agreement shall not be affected.
- 8.4 Any notice given in connection with this agreement must be in writing and must be delivered by hand or sent by prepaid first class or special delivery post to the relevant Party or Parties at the addresses set out at the start of this agreement (or to such other addresses as may be notified by one Party to the others from time to time) to the attention of the General Counsel, if the Party is a corporate entity.
- 8.5 This agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), will be governed by, and construed in accordance with the laws of the State of Victoria, Australia.
- 8.6 The Parties irrevocably agree that the courts of the State of Victoria, Australia, will have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).
- 8.7 Parties shall keep the content of this agreement confidential. Neither Party shall make any public statement, or issue any media or press release in relation to this Agreement without the prior written approval of the other Party except in the event such disclosure is required by law, regulations or rules

governing the disclosures of companies whose shares are traded on public exchanges.

IN WITNESS HEREOF, the Parties have executed this agreement as of the Effective Date:

For and on behalf of **Technological Resources Pty Limited**

Executed by Technological Resources Pty Limited in accordance with Clause 127 of the Corporation Act 2001 by:

Director Signature: _____

Name: ANDREW STONES.

Date: SEPT 1 / 2016.

Director Signature: _____

Name: TIMOTHY ANGUS PAINE

Date: 5.9.16

For and on behalf of **A&K Business Trust**

Signed: _____

Name: A E NORTON K NORTON
(ALAN ERIC NORTON) (KATHLEEN NORTON)

Title: TRUSTEE TRUSTEE

Date: 21/8/2016 21/8/2016

For and on behalf of **The Meisiesvlei Family Trust**

Signed: _____

Name: FRANK KENNETH CRUNDWELL

Title: TRUSTEE

Date: 20 AUGUST 2016

Signed: _____
Frank Crundwell

Date: 20 AUGUST 2016

Signed: Alan Norton
Alan Norton

Date: 21/8/2016

For and on behalf of **CM Solutions**

Signed: Frank Kenneth Clunburn

Name: FRANK KENNETH CLUNBURN

Title: DIRECTOR

Date: 20 AUGUST 2016

**SCHEDULE A
THE ASSIGNED PATENTS**

COUNTRY : Australia
Number : 2003 263464
Filing date : 15/03/2005
Title : HEAP LEACH PROCESS
Applicant : NORTON, Alan Eric & CRUNDWELL, Frank Kenneth
Status : Granted & In Force
Notes : Next renewal due 15 September 2016

COUNTRY : Brazil
Number : 0314355
Filing date : 15/03/2005
Title : HEAP LEACH PROCESS
Applicant : NORTON, Alan Eric & CRUNDWELL, Frank Kenneth
Status : Abandoned

COUNTRY : Canada
Number : 2,498,949
Filing date : 14/03/2005
Title : HEAP LEACH PROCESS
Applicant : NORTON, Alan Eric & CRUNDWELL, Frank Kenneth
Status : Abandoned

COUNTRY : Chile
Number : 1886-2003
Filing date : 16/09/2003
Title : HEAP LEACH PROCESS
Applicant : NORTON, Alan Eric & CRUNDWELL, Frank Kenneth
Status : Application Under Examination

COUNTRY : China
Number : ZL03824463.2
Filing date : 21/04/2005
Title : HEAP LEACH PROCESS
Applicant : NORTON, Alan Eric & CRUNDWELL, Frank Kenneth
Status : Granted & In Force

COUNTRY : Mongolia
Number : 2589
Filing date : 17/03/2005
Title : HEAP LEACH PROCESS
Applicant : NORTON, Alan Eric & CRUNDWELL, Frank Kenneth
Status : Granted & In Force

COUNTRY : Peru
Number : 4388
Filing date : 15/09/2003
Title : HEAP LEACH PROCESS
Applicant : NORTON, Alan Eric & CRUNDWELL, Frank Kenneth
Status : Granted & In Force

COUNTRY : United States of America
Number : 7,575,622
Filing date : 16/09/2003
Title : HEAP LEACH PROCESS

Applicant : NORTON, Alan Eric & CRUNDWELL, Frank Kenneth
Status : Granted & In Force

Handwritten signatures and initials in black ink, including a large signature and several smaller initials.

[REDACTED]

R. P. [Signature]
PATENT