

ASSIGNMENT

WHEREAS, JOHN A. FITZGERALD and HAROLD B. SKEELS (hereinafter referred to as assignors), is the inventor of a certain invention entitled **FLOATING SPAR FOR SUPPORTING PRODUCTION RISERS** of an application for United States Letters Patent with Serial No.09/350,332 filed on July 9, 1999; and

WHEREAS, **FMC Corporation**, a corporation created and existing under and by virtue of the laws of the State of Delaware (hereinafter referred to as assignee) is desirous of acquiring the entire right, title and interest in and to the aforesaid invention throughout the world, and in and to said application, and in and to any and all Letters Patent of the United States and all other countries throughout the world that may be obtained therefor.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00), to us in hand paid by **FMC Corporation** and for other good and valuable consideration, the receipt of which is hereby acknowledged, we hereby sell, assign, and transfer and set over to **FMC Corporation**, all right, title and interest in and to the said invention throughout the world, and said application for United States Letters Patent, and any and all divisions, continuations, and reissues thereof, and any and all Letters Patent of the United States and foreign countries which may be granted therefor, the same to be held and enjoyed by **FMC Corporation**, for its own use and behoof, and for the use and behoof of its successors, assigns, or other legal representatives, to the end of the term or terms for which said Letters Patent of United States or foreign countries are or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by us if this assignment and sale had not been made.

AND, we hereby authorize and request the Commissioner of Patents and Trademarks to issue all Letters Patent of the United States on said invention or resulting from said application and from any and all divisions, continuations, and reissues thereof, to **FMC Corporation**, as assignee of our entire interest, and hereby covenant that we have the full right to convey the entire interest assigned, and that we have not executed and will not execute any agreement in conflict herewith.

AND, we further hereby covenant and agree that we will, at anytime, upon request, execute and deliver any and all papers that may be necessary or desirable to perfect the title of said invention and to such Letters Patent as may be granted therefor, to **FMC Corporation**, its successors, assigns or other legal representatives shall desire to file any divisional or continuation applications or to secure a reissue of such Letters Patent, or to file a disclaimer relating thereto, will upon request, sign all papers, make all rightful oaths and do all lawful acts requisite for the filing of such divisional or continuation applications, or such application for reissue and the procuring thereof, and for the filing of such disclaimer, without further compensation but at the expense of said assignee, its successors, or other legal representatives.

AND, we do further covenant and agree that we will, at any time upon request, communicate to **FMC Corporation**, its successors, assigns or other legal representatives, such facts relating to said invention and Letter Patent or the file history thereof as may be known to us, and testify as to the same in any interference or other litigation when requested to do so, without further compensation but at the expense of said assignee, its successors, and other legal representatives.

EXECUTED THIS 30th DAY OF August, 1999.

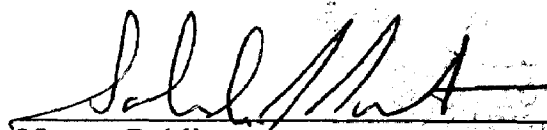


JOHN A. FITZGERALD

LOUISIANA
STATE OF ~~TEXAS~~ §
PARISH ORLEANS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally JOHN A. FITZGERALD, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 30th day of August, 1999.



Notary Public
My Commission Expires:
At Death

EXECUTED THIS _____ DAY OF _____, 1999.

HAROLD B. SKEELS

STATE OF TEXAS
COUNTY OF HARRIS

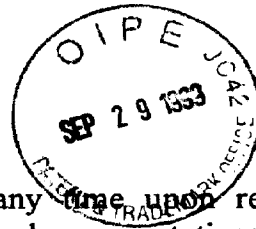
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BEFORE ME, the undersigned authority, on this day personally HAROLD B. SKEELS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this ____ day of _____, 1999.

Notary Public
My Commission Expires:

[::ODMAPCDOCS\HOUSTON\655700\1]



AND, we do further covenant and agree that we will, at any time upon request, communicate to **FMC Corporation**, its successors, assigns or other legal representatives, such facts relating to said invention and Letter Patent or the file history thereof as may be known to us, and testify as to the same in any interference or other litigation when requested to do so, without further compensation but at the expense of said assignee, its successors, and other legal representatives.

EXECUTED THIS _____ DAY OF _____, 1999.

JOHN A. FITZGERALD

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally JOHN A. FITZGERALD, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this ____ day of _____, 1999.

Notary Public
My Commission Expires:

EXECUTED THIS 19th DAY OF August, 1999.

Harold B. Skeels
HAROLD B. SKEELS

STATE OF TEXAS
COUNTY OF HARRIS

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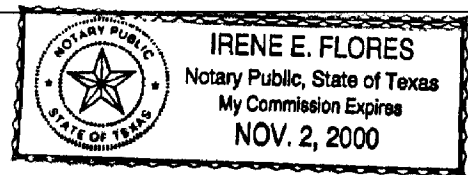
BEFORE ME, the undersigned authority, on this day personally HAROLD B. SKEELS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 19 day of August, 1999.

Irene E. Flores

Notary Public

My Commission Expires:



[.:ODMA\PCDOCS\HOUSTON\655700\1]