

04-18-2002

PATENT ONLY

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Form PTO-1595

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE

U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof

1. Name of conveying party(ies):

Victoria Oilfield Development Limited

4-8-02

Additional name(s) of conveying party(ies) attached? ☐ YES ☒ NO

3. Nature of Conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Correction of Assignment Recordation
(previously recorded at Reel _____, Frame _____).☐ OtherExecution Date: April 13, 2000

2. Name and address of receiving party(ies):

Name: Brovig Production Services Limited

Internal Address: _____

Street Address: 1 Golden SquareCity: Aberdeen

State: _____

Zip: AB10 1HACountry: United KingdomAdditional name(s) & address(es) attached? ☐ YES ☒ NO

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application Number(s) _____

B. Patent Number(s) 5944448Additional number(s) attached? ☐ YES ☒ NO

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Allan RatnerInternal Address: Ratner & PrestiaStreet Address: Suite 301One WestlakesBerwyn, P.O. Box 980City: Valley Forge State: PAZIP: 19482-09806. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41): \$ 40.00

Enclosed

Check #22557



Authorized to be charged to deposit account

8. Deposit account number: 18-0350

(Attach duplicate copy of this page if paying by deposit account.)

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*Allan Ratner

Name of Person Signing

19,717

Registration. No.

Signature

Date

3/26/02

Total number of pages including cover sheet, attachments, and document: 7**Do not detach this portion**

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks**Box Assignments****Washington, D.C. 20231**

04/18/2002 TDI A21 00000004 5944448

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40.00 DP

THIS ASSIGNMENT is made the

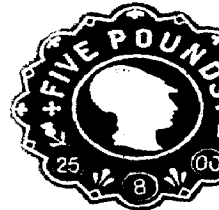
13th

day of APRIL

2000

BETWEEN

- (1) **VICTORIA OILFIELD DEVELOPMENT LIMITED** a company in administration incorporated in England with registered number 2806863 whose registered office is at Ground Floor, 7-9 King Henry Terrace, Sovereign Court, Sovereign Close, London E1 9HE acting by its joint administrators (the "Administrators") **ROGER POWDRILL** and **COLIN WISEMAN** of Stonecutter Court, London EC4A 3TR (the "Assignor");
- (2) **BROVIG PRODUCTION SERVICES LIMITED** a company incorporated in Scotland with registration number 191260 whose registered office is at 1 Golden Square, Aberdeen AB10 1HA (the "Assignee")



WHEREAS

- (A) The Assignor has agreed pursuant to a Business Sale Agreement of even date between the parties and Brovig Offshore ASA (the "Business Sale Agreement") that it will sell (and assign where appropriate) to the Assignee its business and certain of its assets, including the Goodwill, the Oilfield Equipment, the Intellectual Property Rights and the Commercial Records (all as defined in the Business Sale Agreement).
- (B) Pursuant to and subject to the Business Sale Agreement the Vendor is willing to assign to the Assignee the Goodwill and the Intellectual Property Rights (more particular details of which are contained in Schedule 2 to the Business Sale Agreement a copy of which is annexed as the Schedule hereto) on the terms and conditions set out herein.

NOW THIS DEED WITNESSETH as follows:

1 DEFINITIONS

- 1.1 **Definitions.** In this Assignment (including, for the avoidance of doubt, the Recitals to this Assignment) all expressions defined in the Business Sale Agreement shall have the same meanings.

2 TRANSFER OF RIGHTS

- 2.1 **Assignment.** The Assignor, in pursuance of the Business Sale Agreement and in consideration of the payment of the sum of £154,998 being the Consideration payable by the Assignee to the Assignor in respect of the Intellectual Property Rights and the Goodwill under the Business Sale Agreement, HEREBY ASSIGNS to the Assignee its rights title and interest in:

- (a) the Goodwill; and
- (b) the Intellectual Property Rights,

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FROM WITH EARNINGS

PATENT

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subject to and with the benefit of the terms and conditions set out in the Business Sale Agreement.

2.2 Patents and trade marks. The assignment effected by this Clause 2 shall include the assignment and transfer of the Assignor's rights, title and interest in:

- (a) the patents and trade marks comprising part of the Intellectual Property Rights that may have been granted and registered or, where the subject of current applications for registration, that may be granted, as well as all patents and trade marks that may derive priority from or have equivalent claims to or be based upon any such patents or trade marks in any country of the world (and including supplementary protection certificates, divisions, continuations, continuations in part, reissues and extensions), and the Assignee and references to the Intellectual Property Rights in this Assignment shall be deemed to include all such items of property; and
- (b) the statutory and common law rights attaching thereto and the rights of action, powers and benefits in any applications being made to register any patents or trade marks and arising from ownership of any patents or trade marks, including without limitation, the right to apply for, prosecute and obtain patents or similar protection throughout the world in respect of the inventions claimed in such patents and applications including the right to claim priority therefrom to the extent that the grant of any patents or similar protection shall be in the name of and vest in the Assignee and the right to sue for damages and other legal and equitable remedies (and retain any financial award made in any action) in respect of all causes of action arising prior to, on, or after the date of this Assignment; and
- (c) the goodwill attaching to all trade marks comprising part of the Intellectual Property Rights.

3 FURTHER ASSURANCES

3.1 Undertaking. The Assignor hereby undertakes at the Assignee's cost and expense to do or procure to be done all further acts and things, and execute or procure the execution of all such other documents, as the Assignor and the Assignee may deem necessary, whether on or after this Assignment, for the purposes of giving to the Assignee the full benefit of all the provisions of this Assignment.

4 GENERAL

4.1 Entire agreement. This Assignment together with the Business Sale Agreement supersedes any arrangement, understandings, promises or agreements made or existing between the parties and constitutes the entire understandings between the parties hereto or any of them in relation to the matters contained in this Assignment.

4.2 Provisions of the Business Sale Agreement to apply. Clauses 11.1, 11.2, 11.3, 11.4, 14.1, 14.2, 16.2, 16.3, 16.11, 16.12, 16.13 and Clause 17 of the Business Sale Agreement shall apply mutatis mutandis to this Agreement but so that any references to the parties to the Business Sale Agreement contained therein shall be a reference to the relevant parties to this Assignment.

4.3 **Law and jurisdiction.** This Assignment shall be governed by and construed in accordance with English law and the parties hereby agree to submit to the exclusive jurisdiction of the English courts.

SCHEDULE
THE INTELLECTUAL PROPERTY RIGHTS

Part A: Patents

Jurisdiction	Title	Number	Date of application	Date of grant (if granted)	Next renewal date	Notes
United Kingdom	Mooring and Flowline System	2296904	03.03.95	18.12.96	03.03.01 £108.75	Original UK Patent; not switched to UK via Europe.
USA	Mooring and Flowline System	5,944,448	18.12.96	31.08.99	28.02.03	Can be valid until 18.12.16. Already issued in name of Brovig Offshore ASA.
Norway	Mooring and Flowline System	960847	01.03.96 but Priority Date of 03.03.95.		01.03.01 £202.10	Will likely soon receive a request as to progress of Patent elsewhere. Typically Norway will grant a patent on same terms as European Patent.
Europe	Mooring and Flowline System	0,729,882	01.03.96 but Priority Date of 03.03.95.	EPO 22.12.99	??/03/01 £471.25	5 countries chosen to progress: Denmark, France, Greece, Italy and Netherlands (total est cost UK£ 8150). Timescale for individual registration varies, est complete 3Q/00.
United Kingdom	Modified TCMS	0002703.7	08.02.00			Fore-runner to Tunisian application. No need for any action until 07.02.01, by which time must have applied for other countries if required.
Tunisia	Modified TCMS	00.040	03.03.00 but Priority Date of 08.02.00			Submitted in French. No search done by Tunisian Patent Office. Expect to receive cert 2Q/00.

Note: All Patents are in the name of "Victoria Oilfield Development..." (some "(UK) Ltd" some not) except for USA issued as Brovig Offshore ASA due the existing charge.

Part B: Trade Mark

Jurisdiction	Mark	Number	Class	Date of registration	Next renewal	Notes
United Kingdom	TCMS	2134954	Classes 6 and 42	04.06.97	04.06.07	Reg date is application date; actually issued 19.12.97
USA	TCMS	75-326,868	Classes 6 and 42	31.08.99	31.08.09	Requires proof of use within USA to be demonstrated to US PO between 31/8/04 and 31/08/05
Norway	TCMS	192544	Classes 6 and 42	03.09.98	03.09.08	

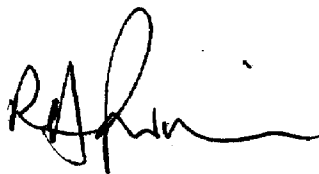
Class 6: "Mooring equipment and mooring systems for marine vessels; petroleum handling equipment for marine and offshore use"

Class 42: "Engineering design and consultancy services relating to mooring marine vessels and to petroleum handling equipment for marine use"

11/2/98

IN WITNESS WHEREOF this Assignment has been executed by the parties hereto as a deed on the day and year first before written.

SIGNED as a DEED by
ROGER POWDRILL
and/or COLIN WISEMAN
Joint Administrators of
Victoria Oilfield Development
Limited acting as agent for the
Assignor and without personal
liability



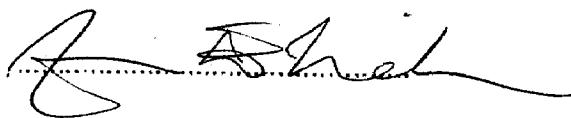
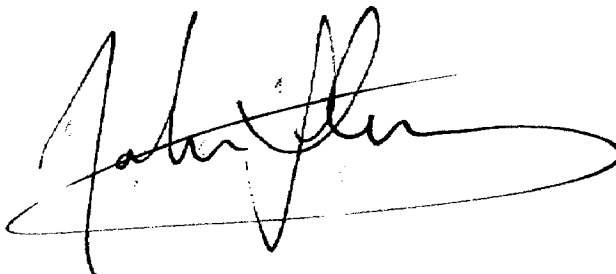
Witness signature:

Name: *Scott Innes Hallie*

Address: *38 St Vincent Place Glasgow*

Occupation: *Chartered Accountant*

EXECUTED as a DEED by
BROVIG PRODUCTION
SERVICES LIMITED
acting by John Harris expressly
authorised in accordance with the laws
of Scotland by virtue of a power of
attorney granted by
BROVIG PRODUCTION
SERVICES LIMITED
on such execution being witnessed by:



Witness signature:

Name: *Fiona Elizabeth Nelson*

Address: *Kintail House, Beechwood Business Park, Invernes*

Occupation: *Solicitor*