

Form PTO-1595 (Rev. 03/05)
OMB No. 0651-0027 (exp. 6/30/2005)

DOCUMENT ID NO.: 103182357

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Schlumberger Holdings Limited

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) February 8, 2006

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Schlumberger Technology Corporation

Internal Address: _____

MD 1 200 Gillingham Lane

Street Address: MD 1

200 Gillingham Lane

City: Sugar Land

State: TX

Country: USA Zip: 77478

Additional name(s) & address(es) attached? ☐ Yes ☒ No**4. Application or patent number(s):**☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

6,947,843

Additional numbers attached? ☐ Yes ☒ No**5. Name and address to whom correspondence concerning document should be mailed:**

Name: _____

Internal Address: Intellectual Property Law

Schlumberger K.K.

Street Address: 2-2-1 Fuchinobe, Sagamihara-shi

Kanagawa-ken 229-0006 Japan

City: _____

State: _____ Zip: _____

Phone Number: 81-42-759-5202

Fax Number: 81-42-753-7649

Email Address: KSingh@slb.com

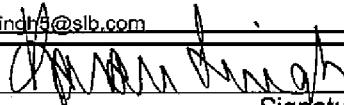
6. Total number of applications and patents involved: 1**7. Total fee (37 CFR 1.21(h) & 3.41) \$40**

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Informationa. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 50-1122

Authorized User Name Karan Singh

9. Signature:


Signature

MAY 30, 2006
Date

Karan Singh, #38,698

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies) Voeco Gray Controls Limited Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) Name: Schlumberger Technology Corporation Internal Address: _____ MD 1 200 Gillingham Lane Street Address: MD 1 200 Gillingham Lane City: Sugar Land State: TX Country: USA Zip: 77478 Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance/Execution Date(s): Execution Date(s): February 8, 2006, February 8, 2006 <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input checked="" type="checkbox"/> Other <small>Asset Purchase Agreement dated 14th March 2006 between Voeco Gray Controls Limited and Schlumberger Holdings Limited (contract attached)</small>		4. Application or patent number(s): <input type="checkbox"/> This document is being filed together with a new application. A. Patent Application No.(s) B. Patent No.(s) 6,947,843 Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address to whom correspondence concerning document should be mailed: Name: _____ Internal Address: Intellectual Property Law Schlumberger K.K. Street Address: 2-2-1 Fuchinobe, Sagami-cho-shi Kanagawa-ken 229-0008 Japan City: _____ State: _____ Zip: _____ Phone Number: 81-42-759-5202 Fax Number: 81-42-753-7649 Email Address: k.singh5@slb.com		6. Total number of applications and patents involved: 1 7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40 <input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title) 8. Payment Information a. Credit Card Last 4 Numbers _____ Expiration Date _____ b. Deposit Account Number 50-1122 Authorized User Name Karan Singh	
9. Signature: Signature Karan Singh, #38,698 Name of Person Signing		February 13, 2006 Date Total number of pages including cover sheet, attachments, and documents: <input type="checkbox"/>	

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Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

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PATENT
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57.0701 US PCT

ASSIGNMENT OF INVENTIONS/PATENT
APPLICATIONS/PATENTS

We, **SCHLUMBERGER HOLDINGS LIMITED**, PO Box 71, Craigmuir Chambers, Road Town, Tortola, British Virgin Islands

hereby assign all rights in the US in the inventions, patent applications filed under the following US application numbers, and patents granted under the following US patent grant numbers:

Granted in
US

under No.
6,947,843

granted on
20 September 2005

including all rights to claim priority as provided by international convention and apply for and be granted a Letters Patent in the United States to

SCHLUMBERGER TECHNOLOGY CORPORATION
110 Schlumberger Drive, Sugar Land, Texas 77478 USA

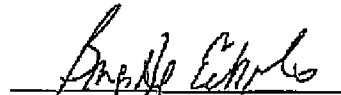
We, **SCHLUMBERGER TECHNOLOGY CORPORATION** declare we hereby accept the aforesaid rights.

Granted



Karan Singh
Attorney-In-Fact
For and on behalf of
SCHLUMBERGER HOLDINGS LIMITED

Accepted



Brigitte Echols
Attorney-In-Fact
For and on behalf of
SCHLUMBERGER TECHNOLOGY CORPORATION

Signed at: Fuchinabe, JapanSigned at: Sugar Land TexasDate: February 18, 2006Date: 8 Feb 2006

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P004

DATED 14 March 2005

- (1) VETCO GRAY CONTROLS LIMITED
- (2) SCHLUMBERGER HOLDING LIMITED AND
SCHLUMBERGER OILFIELD UK PLC

**ASSET PURCHASE AGREEMENT
IN RESPECT OF CERTAIN ASSETS OF
VETCO GRAY CONTROLS LIMITED**

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PC05

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THIS AGREEMENT is dated ____ March 2005

AND IS MADE BETWEEN

- (1) **VETCO GRAY CONTROLS LIMITED**, a company incorporated and registered in England and Wales with company number 03113851 whose registered office is at 2 High Street, Nailsea, Bristol, BS48 1BS ("the Seller"); and
- (2) **SCHLUMBERGER HOLDING LIMITED**, a company incorporated and registered in the British Virgin Islands whose registered office is at Cragmuir Chambers, Road Town, Tortola, BVI ("SHL") and **SCHLUMBERGER OILFIELD UK PLC**, a company incorporated and registered in England and Wales with company number 04157857 whose registered office is at 10 Duchess Street, London, W1G 9AB ("SOU") ("SHL and SOU together being the Buyers");

BACKGROUND

The Seller has agreed to sell and transfer the Asset Intellectual Property Rights to SHL and the Products, Records and remaining Assets to SOU and SHL and SOU have agreed to purchase such assets on the terms and conditions of this Agreement.

AGREED TERMS

1. INTERPRETATION

In this Agreement:

- 1.1. The following definitions and rules of interpretation have the following meanings unless inconsistent with the context:

Acquired Rights Directive	means Council Directive 2001/23/EC on the approximation of the laws of Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of businesses;
Assets	the property, rights and assets of the Seller agreed to be sold pursuant to Article 2.1 and Article 2.2 of this Agreement;
Asset Intellectual Property Rights	the Licensed Intellectual Property Rights and the Owned Intellectual Property Rights;
Associated Company	a company which, at the relevant time, is: <ol style="list-style-type: none"> (a) the holding company of the Seller or the Buyers (as the context requires); or (b) a subsidiary or subsidiary undertaking of the Seller or the Buyers (as the context

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	requires); or
	(c) a subsidiary or subsidiary undertaking of any such holding company,
	and "Associated Companies" shall be construed accordingly;
Business Day	a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;
Claim	a claim against the Seller under this Agreement including any claim under the Warranties or any indemnity set out in this Agreement;
Companies Act	the Companies Act 1985, as amended;
Completion	the completion of the sale and purchase of the Assets in accordance with Article 4;
Completion Consideration	the sum of —
Completion Date	the close of business on the date on which Completion;
Confidential Information	means all information not publicly known, used in or otherwise relating to the Products or, the Assets ;
Customs	HM Customs & Excise;
Deferred Consideration	the sum of
Disclosed	fairly disclosed in or under the Disclosure Letter;
Disclosure Letter	a letter from the Seller to the Buyers with the same date as this Agreement together with the bundle of documents attached to it ("Disclosure Bundle");
Encumbrance	any mortgage, charge (fixed or floating), pledge, lien, hypothecation, guarantee, trust, right of set-off or other third party right or interest (legal or equitable) including any assignment by way of security, reservation of title or other security interest of any kind, howsoever created or arising, or any other agreement or arrangement (including a sale and repurchase agreement) having similar effect;

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Excluded Assets	all the assets of the Seller other than the Assets including, but not limited to, the Seller Contract, any contracts or other arrangements to which the Seller is a party or any trade or other creditors of the Seller and the software listed in Part 3 of Schedule 3;
Excluded Liabilities	all the liabilities or obligations or debts relating to the Assets, the business of the Seller or the Seller including, but not limited to, any and all liabilities in respect of national insurance, PAYE, VAT or other taxation attributable to the Seller or its business, the Assets or any employees or workers of the Seller relating to the period ending on Completion;
Independent Accountant	an Independent chartered accountant agreed upon between the Seller and the Buyers or, failing agreement within 5 Business Days, nominated for this purpose on the application of any party by the President for the time being of The Institute of Chartered Accountants in England and Wales;
Intellectual Property Rights	patents, know-how, registered and unregistered trade marks and service marks, registered designs, design rights, utility models, copyright (including all rights in computer software, all information, know-how and techniques (whether or not confidential and in whatever form held) and including any formulae, designs, specifications, drawings, data, manuals or instructions, moral rights and topography rights (in each case for the full period thereof and all extensions and renewals thereof), applications by the Seller for any of the foregoing and the right to apply for any of the foregoing in any part of the world and any similar rights situated in any country;
Licensed Intellectual Property Rights	any third party Intellectual Property Rights which are licensed to the Seller and which are used exclusively in the Products prior to Completion and which the Seller is capable of transferring to SHL without restriction and without the consent of any third party;
Owned Intellectual Property Rights	the Intellectual Property Rights in the Products which are owned and used by the Seller in the Products prior to Completion

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	including, but not limited to those, set out in Part 1 of Schedule 3;
Products	PS3 products developed and/or manufactured or microseismic services rendered by the Seller prior to Completion;
PS3	Permanent Seismic Sensing System;
Records	cost records relating to the Products, the electronic file of suppliers included in the PS3 PC based software referred to in Part 1 of Schedule 3, the PS3 data as listed in Part 1 of Schedule 5 and which is stored on the PC based software referred to in Part 1 of Schedule 3, hard copies of those documents listed in Part 2 of Schedule 5 and all advertising and all the other documents, papers and records however stored of the Seller relating exclusively to the Assets but excluding any costs records or other documents which relate to the Excluded Assets, Excluded Liabilities or the Seller Contract or which otherwise relate to any business or assets or otherwise of the Seller which are not expressly being acquired by the Buyers pursuant to this Agreement;
Relevant Area	worldwide;
Relevant Benefits	means relevant benefits as defined in s.812 Income and Corporation Taxes Act 1988 (but excluding the exception at the end);
Relevant Period	the period of five years from the Completion Date;
Seller Contract	the contract between Japan Petroleum Exploration Co Ltd and the Seller dated 28 December 2004 - work order number 8935 to which the Seller is a party and related to the Products;
Seller's Pension Scheme	the pension scheme known as the ABB Plan pension scheme;
Taxation or Tax	all forms of taxation and statutory, governmental, state, federal, provincial, local, government or municipal charges, duties, imposts, contributions, levies, withholdings or liabilities wherever chargeable and whether of the UK or any other jurisdiction; and any penalty, fine, surcharge, interest, charges or costs

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relating thereto;

TUPE

the Transfer of Undertakings (Protection of Employment) Regulations 1981, as amended;

VATA 1994

the Value Added Tax Act 1994;

Warranties

the warranties set out in Article 6 and Schedule 4;

- 1.2. Articles and schedule headings do not affect the interpretation of this Agreement and a reference to an Article or a schedule is a reference to an Article of, or schedule to, this Agreement. A reference to a part or a paragraph is to a part or a paragraph of the relevant schedule.
- 1.3. The terms "subsidiary", "subsidiary undertaking" and "holding company" shall have the meanings attributed to them in sections, 736 and 736A of the Companies Act.
- 1.4. A person includes a body corporate, unincorporated body or partnership.
- 1.5. Words in the singular include the plural and in the plural include the singular.
- 1.6. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it provided that the provisions of this Article 1.6 shall not operate so as to impose any additional liability on the Seller (including any liability of the Seller under the Warranties, indemnities, covenants, agreements and obligations on the part of the Seller under this Agreement) which would not otherwise have arisen or to increase any liability of the Seller (including any liability of the Seller under the Warranties, indemnities, covenants, agreements and obligations on the part of the Seller under this Agreement) which could otherwise arise under the terms of this Agreement.
- 1.7. Documents in agreed form are documents in the form agreed by the parties to this Agreement and initialled by them or on their behalf for identification.
- 1.8. Where the words include(s), including, or in particular are used in this Agreement, they are deemed to have the words "without limitation" following them.
- 1.9. Any obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.10. All covenants, agreements, undertakings and warranties given by the Buyers under this Agreement are given severally.
2. **SALE AND PURCHASE**
- 2.1. The Seller shall sell with full title guarantee and SHL shall purchase free from all Encumbrances with effect from Completion:
 - (a) the Owned Intellectual Property Rights; and
 - (b) all rights and interests of the Seller in any Licensed Intellectual Property Rights;

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- 2.2. The Seller shall sell with full title guarantee and SOU shall purchase free from all Encumbrances with effect from Completion:
- (a) those parts of the Products, being PSS prototype, PSS acquisition system, full scale marketing model of PSS tools and other equipment as listed in Part 2 of Schedule 3 and shown in the photographs appended to this Agreement;
 - (b) the Records; and
 - (c) all other assets which are owned by the Seller and which are used exclusively by the Seller in the Products prior to Completion.
- 2.3. There shall be excluded from the sale under this Agreement:
- (a) the Excluded Assets; and
 - (b) the Excluded Liabilities.
- 2.4. Provided always that the Seller shall not be obliged to make any payment, give any security or provide any guarantee as the basis for any consent or assignment, the Seller shall give all reasonable assistance to the Buyers (including sending a joint letter to Petroleum Development Oman in the agreed form) to obtain the written consent of Petroleum Development Oman for the Seller to assign to the Buyers for further evaluation of microseismic measurement and interpretation by the Buyers the rights and interests of the Seller to use the experimental data under the contract between ABB Offshore Systems Ltd and Petroleum Development Oman dated 8 August 2000 – contract number C31/0095 relating to Yibal microseismic monitoring. Subject to receipt of such consent by the Seller, the Seller will forthwith assign such rights and interests to the Buyers.
- 2.5. The Seller will, prior to the assignment to the Buyers as described in Article 2.3, hold the data referred to in Articles 2.3 above on trust for the Buyers.
- 2.6. The Buyers shall not be obliged to complete the purchase of any of the Assets unless the purchase of all of the Assets shall be completed simultaneously.
3. **CONSIDERATION**
- 3.1. The consideration for Assets shall be the aggregate of the Completion Consideration and the Deferred Consideration (together the "Consideration").
- 3.2. The Consideration shall be apportioned between the Assets as set out in Schedule 1 provided always that should either SHL or SOU notify the Seller at any time after Completion that the apportionment as set out in Schedule 1 has become the subject of any investigation by any Taxation or other authority the parties agree that an Independent Accountant will be appointed to determine (within 30 Business Days of being so appointed) the proper apportionment of the Consideration. The Buyers and the Seller shall provide, at the cost of the Buyers, the Independent Accountant with all reasonable assistance that the Independent Accountant shall require. The Buyer shall be responsible for the costs of the Independent Accountant.
- 3.3. Any payment to be made to the Seller in accordance with this Agreement shall be made in cleared funds by telegraphic transfer to an account nominated by the Seller.
- 3.4. The Buyers shall pay to the Seller:

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PAGE 12/22 * RCVD AT 2/14/2006 8:53:57 PM [Eastern Standard Time] * SVR:USPTO-EFRRF-6/24 * DNS:2738300 * CSID:0427537649 * DURATION (mm-ss):04-08

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21. GOVERNING LAW AND JURISDICTION

- 21.1. This Agreement will be governed by and construed in accordance with English law.
- 21.2. The courts of England will have exclusive jurisdiction to settle any dispute which arises out of or in connection with this Agreement and the parties agree to submit to that jurisdiction.
- 21.3. The jurisdiction provisions contained in this Article are made for the benefit of the Purchaser only, which accordingly retains the right to bring proceedings in any other court of competent jurisdiction.

22. COUNTERPARTS

- 22.1. This Agreement may be executed in any number of counterparts each of which when executed and delivered will be an original, but all the counterparts will together constitute one and the same agreement.

This Agreement has been entered into on the date stated at the beginning of it.

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PATENT
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P015

SCHEDULE 3**Part 1 – Owned Intellectual Property Rights****The following patents and patent applications:**

- Omega Lok PCT WO 03/027717 – (Case P/67822), together with:
US Patent Application No. 10/416,565
Norwegian Patent Application No. 20031971
European Patent Application No. 02765040.7 (designating France and GB);
Formal Title:- Sondes
Internal Title:- Microseismic Senco Clamp
- GB Pat No. 2,276,337 (Case P/67483);
Formal Title:- Improvements in Seismic Detectors
Internal Title:- 4 Element Seismic Sonde
- GB Pat No. 2,372,568 (Case P/67480), together with:
US Patent No. 6,816,434
Norwegian Patent Application No. 20033768
European Patent Application No. 02712090.6 (designating France, Netherlands and GB)
Indonesian Patent Application No. WO 0200301899
Canadian Patent Application No. 2437128
UAE Patent Application No. 277/2003;
Formal Title:- Seismic Detector
Internal Title:- 4 Element Seismic Sonde Processing
- GB Application No. 2,879,013 (Case P/67823), together with:
US Patent Application No. 10/381,554
Norwegian Patent Application No. 20031548
European Patent Application No. 02765106.8 (designating France, Netherlands and GB)
Indonesian Patent Application No. WO 0200400226
UAE Patent Application No. 46/2004
Canadian Patent Application No. 2456009;
Formal Title:- Microseismic Signal Processing
Internal Title:- (as formal title)
- Tethered PS3 application (Case P/68517) GB Patent Application No. 0426183.0;
Formal Title:- Sonde Attachment Means
Internal Title:- Tethering Techniques for Downhole Seismic Sensors
- "Spring actuation of sensors" (Case P/68522) – GB Patent Application No. 0426980.9;
Formal Title:- Sonde Deployment

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Internal Title:- Spring Loaded Actuation of Seismic Sensing Systems

- Noise reduction GB Application No 2,394,774 (Case P/67780), together with:
US Patent Application No. 10/695,120
Norwegian Patent Application No. 20034808
Brazilian Patent Application No. 0304775-0;

Formal Title:- A method and installation for monitoring Microseismic events

Internal Title:- Microseismic monitoring – flow noise reduction

- Noise reduction GB Application No. 2,394,548 (Case P/67978), together with:
US Patent Application No. 10/690,374
Norwegian Patent Application No. 20034698
French Patent Application No. 0312265
Canadian Patent Application No. 2446709
Brazilian Patent Application No. 0304628-0;

Formal Title:- Monitoring a Microseismic event

Internal Title:- Microseismic monitoring trigger

- Guided microseismic picking PCT Pub No. WO 04/070424 (Case P/67977). Filed as PCT/GB2004/00126 and published under No. WO 04/070424;

Formal Title:- Estimating the time of arrival of a microseismic wave

Internal Title:- guided microseismic picking

- Hybrid communication system PCT Application No. 2004/002518 (Case P/68153). Filed as PCT/GB2004/002518 and published under WO 05/006019;

Formal Title:- Fluid Production Wells Including Seismic Sondas

Internal Title:- A hybrid communication system for subsea geophones

- Tetrahedral geophone arrangement Application No. GB 423216.1 (Case P/68474)

Formal Title:- Sensor Configuration

Internal Title:- Equal Inclination Orientation of the Tetrahedral Sensor Configuration

The following domain names:

- microseismic.net;
- microseismics.net;
- microseismic.com;
- microseismics.com;
- microseismic.org;
- microseismics.org;
- passive-seismic.net;
- passive-seismic.co.uk;

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PAGE 17/22 * RCVD AT 2/14/2006 8:53:57 PM [Eastern Standard Time] * SVR:USPTO-EFXRF-6/24 * DNS:2738300 * CSID:0427537649 * DURATION (mm-ss):04-08

PATENT
REEL: 017706 FRAME: 0344

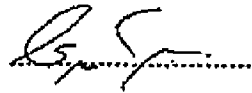
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P019

Signed by a duly authorised officer)
for and on behalf of)
VETCO GRAY CONTROLS LIMITED }

Signed by a duly authorised officer)
for and on behalf of)
SCHLUMBERGER OILFIELD UK PLC }



Signed for and on behalf of)
SCHLUMBERGER HOLDING LIMITED }

FROM SCHLUMBERGER K. K. IP Legal


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P020

Signed by a duly authorised officer)
for and on behalf of.)
VETCO GRAY CONTROLS LIMITED)

Signed by a duly authorised officer)
for and on behalf of)
SCHLUMBERGER OILFIELD UK PLC)

Signed for and on behalf of)
SCHLUMBERGER HOLDING LIMITED)


Andrew Smith
Authorised Attorney

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PATENT
REEL: 017706 FRAME: 0347