

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2736979

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	SO FRANCE	10/03/2013
RECEIVING PARTY DATA		
Name:	ACERGY FRANCE SA	
Street Address:	1, QUAI MARCEL DASSAULT	
City:	SURESNES	
State/Country:	FRANCE	
Postal Code:	92150	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Patent Number:	6082391
	Patent Number:	6321844
CORRESPONDENCE DATA		
Fax Number:	(703)837-0980	
Phone:	703-837-9600	
Email:	Jlu@ladas.com, jclimo@ladas.com	
	<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	LADAS & PARRY LLP	
Address Line 1:	1727 KING STREET, SUITE 105	
Address Line 4:	ALEXANDRIA, VIRGINIA 22314	
NAME OF SUBMITTER:	MALCOLM J. MACDONALD	
Signature:	/Malcolm J. MacDonald/	
Date:	02/21/2014	
Total Attachments: 2 source=Agreement#page1.tif source=Agreement#page2.tif		

PATENT CO-OWNERSHIP AGREEMENT AMENDMENT

This Agreement is made THE 3rd day of July 2013

By and between :

DORIS Engineering SA, (hereinafter referred to as DORIS) a company organised and existing under the Laws of France and having its registered office at 58A, rue du Dessous des Berges, 75013 Paris, France, registered under RCS Paris number B 338 274 491, of the first part

and

Acergy France SA, (hereinafter referred to as AFSA) a company trading under the name Subsea 7 France, organised and existing under the Laws of France and having its registered office at 1, quai Marcel Dassault, 92150 Suresnes, France, registered under RCS Nanterre number 692 007 495, of the second part

and

So France SA, (hereinafter referred to as SO FRANCE) a company organised and existing under the Laws of France and having its registered office at 1, quai Marcel Dassault, 92150 Suresnes, France, registered under RCS Nanterre number 303 789 879 and formerly named Stolt Comex Seaway SA with registered office in Marseille, of the third part

Hereinafter referred to as "the Parties"

WHEREAS by a patent Co-ownership Agreement made 12 September 1997 (the 1997 Agreement) between DORIS and SO FRANCE, DORIS and SO FRANCE agreed terms for co-ownership of certain patents and patent applications referred as the Patents;

WHEREAS in the 1997 Agreement the DORIS and SO FRANCE defined respective rights and liabilities under the Patents and defined rules to operate co-ownership of the Patents;

WHEREAS the Patents were listed in Appendix 1 of the 1997 Agreement which Appendix has been updated and is attached thereto ;

WHEREAS SO FRANCE desires to transfer the co-ownership of the Patents to AFSA ;


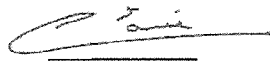

WHEREAS DORIS has no objection to this transfer ;

THE PARTIES DO HEREBY AGREE AS FOLLOWS:

1. The Parties agree to replace the Appendix 1 of the 1997 Agreement with the updated Appendix 1 attached hereto.

2. With the consent of DORIS, SO FRANCE hereby assigns to AFSA its entire rights as co-owner of the Patents, including the right to sue and obtain relief for past infringement of the Patents by third parties.
3. With the consent of DORIS, all rights and liabilities of SO FRANCE as a party of the 1997 Agreement are hereby transferred to AFSA.
4. Except as provided explicitly herein, the rights and liabilities of the Parties going forward shall remain unchanged, with only the substitution of SO FRANCE by AFSA. The 1997 Agreement henceforth is amended to refer AFSA in place of SO FRANCE.
5. DORIS being the Administrator of the Patents, shall register AFSA as co-owner of the Patents in place of SO FRANCE with the relevant authorities in the countries and territories where the Patents are already registered. Such registration shall be completed within six months of the date of this agreement. All costs of the formalities regarding such registration shall be borne by SO FRANCE or AFSA. The Parties shall comply with such formalities and provide such additional documentation as may be required to complete this registration.
6. DORIS and AFSA shall hereby release and hold harmless So FRANCE from any and all past and future obligations, liabilities and duties arising out or in connection with the 1997 Agreement.
7. In Article 13 of the 1997 Agreement (Notices and invoices) the address for notices to Acergy France SA shall be amended to :
 Acergy France SA
 1, quai Marcel Dassault
 92150 Suresnes

IN WITNESS WHEREOF the Parties have executed this Agreement in triplicate originals which shall be of equal dignity to be effective the date first written above.

	For DORIS :	For SO FRANCE :	For Acergy France SA :
Signed			
Name	<i>Eric de Sivels</i>	Olivier Carré	Bruno Faure
Position	<i>Chairman & CEO</i>	Chairman and Managing Director	Managing Director

Appendix 1 follows as Page 3 of 3.

