# 502808643 05/14/2014

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT2855237

SUBMISSION TYPE: NATURE OF CONVEYANCE:			NEW ASSIGNMENT	
			ASSIGNMENT	
CONVEYING PARTY D	ΑΤΑ			
		I	Name	Execution Date
ALF KOLBJOERN SEVRE				05/06/2014
RECEIVING PARTY DA				
Name:	MARK	MARK RITCHIE		
Street Address:	7610 TYLER CREEK LANE			
City:	HUMBLE			
State/Country:	TEXAS			
Postal Code:	77396			
PROPERTY NUMBERS	Total: 1			
Property Type			Number	
Application Number:		13586	§970	
CORRESPONDENCE D		(816)6	691-3495	
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## CONFIRMATORY ASSIGNMENT AGREEMENT

This Assignment Agreement (this "Agreement") is entered into between ALF KOLBJOERN SEVRE, an individual having an address of A-302, 17 Chaoyang Gong Yuan Xi Lu, Chaoyang district, Beijing 100026 ("Assignor") and MARK RITCHIE, an individual having an address of 7610 Tyler Creek Lane, Humble, Texas 77396 ("Ritchie").

Assignor is the inventor named on United States Non-Provisional Patent Application Serial No. 13/586,970 filed on August 16, 2012 and titled METHOD AND APPARATUS FOR CONSTRUCTING MEMBRANE LINED STRUCTURES FOR HOLDING LARGE FLUID VOLUMES. Assignor is willing to assign all of his rights in the Patent Application (and other rights as more fully set forth below) to Ritchie. This Agreement confirms the prior assignment of rights executed by Assignor on September 10, 2012 and attached as Exhibit A.

Accordingly, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## 1. Assignment

Assignor hereby assigns, transfers, and conveys to Ritchie, Assignor's entire right, title and interest in and to:

- (a) the invention disclosed or claimed, in whole or in part, in the Patent Application (the "Invention");
- (b) all patents and patent applications that have been or may later be filed that are based on the Invention in any country, including the Patent Application and any provisional, non-provisional, divisional, continuation, continuation-in-part, extension, renewal, re-examination, reissue, substitute, supplementary protection certificate, utility model, or similar legal protection based on the Invention (collectively, the "Patents");
- (c) the right to claim priority to any of the Patents under the patent laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or laws of the country in which the Patents are filed, as may be applicable; and
- (d) all rights of action, powers, and benefits arising from ownership of the Patents, including the right to sue for past, present, and future infringement of the Patents, the right to collect royalties, fees, damages, and payments now or later due or payable with respect to the Patents, the right to seek injunctive relief based on the Patents, and the right to pursue all causes of action and all enforcement rights relating to the Patents, whether known or unknown, currently pending or otherwise.

The rights assigned in (a)-(d) above are referred to collectively in this Agreement as the "Assigned Rights." The assignment of the Assigned Rights is effective as of September 10, 2012.

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Assignor hereby authorizes and requests the Director of the United States Patent and Trademark Office, and any corresponding entity, agency, or official of any other country whose duty it is to issue patents or similar legal protection, to issue the Patents to Ritchie such that the Patents will be held by Ritchie for his own use and benefit, for the full term for which the Patents are or may be granted.

## 2. Further Assurances

Upon the reasonable request of Ritchie, Assignor will execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement. Without limiting the generality of the foregoing, Assignor will execute any and all assignments and other documents that may be needed to record, vest, or perfect Ritchie's right, title, and interest in and to the Assigned Rights as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made. Assignor will also execute any and all declarations, oaths, specifications, and other documents requested by Ritchie in connection with prosecution of the Patents. Assignor will cooperate with and assist Ritchie with respect to the prosecution of the Invention or any prior art that may be material to patentability of the Invention. If any of the Patents become involved in an interference, derivation proceeding, re-examination, reissue, opposition, supplemental examination, *inter partes* review, post grant review, validity, or infringement proceeding. Assignor will cooperate with and assist Ritchie in relation to the proceeding for the benefit of Ritchie at Ritchie's expense.

## 3. <u>Representations, Warranties and Covenants</u>

Assignor hereby represents, warrants, and covenants to Ritchie that:

- (a) Assignor has the full right and power to enter into and perform his obligations under this Agreement without being in breach of any obligations owed by Assignor to any third party;
- (b) The Assigned Rights are free and clear of any agreement, lien, charge, encumbrance, or other claim or right, either written, oral, or implied, that could reasonably impair, interfere or conflict with the rights assigned to Ritchie in this Agreement; and
- (c) Assignor has not assigned, transferred, or otherwise conveyed and will not assign, transfer, or otherwise convey to any third party any right or license under or with respect to the Assigned Rights.

4. Binding Agreement

The provisions of this Agreement are binding upon, and will inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, and permitted assigns.

## 5. <u>Counterparts</u>

This Agreement may be executed in counterparts, each of which will be deemed an original and all of which taken together will constitute one and the same document.

## PATENT REEL: 032888 FRAME: 0853

ALF KOLBJØRN SEVRE By: e Date: 16-44

## ACKNOWLEDGMENT

STATE OF TEXAS ) ) SS COUNTY OF HARRY

On this  $\underline{6}$  day of  $\underline{MAV}$  2014 before me, a Notary Public in and for the State and County aforesaid, personally appeared Alf Kolbjoern Sevre, to me known and known to me to be the person of that name who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

(SEAL)

CLARK FIEDLER Notary Public, State of Texas My Commission Explices February 04, 2017

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el den

Notary Public

My Commission Expires:

2/4/2017-

MAR	K RITCHIE
By: _	
Date:	5/6/2014

### ACKNOWLEDGMENT

STATE OF <u>IEXAS</u>) SS COUNTY OF <u>HARRIS</u>)

On this  $\underline{6}$  day of  $\underline{M}\underline{N}$  2014, before me, a Notary Public in and for the State and County aforesaid, personally appeared Mark Ritchie, to me known and known to me to be the person of that name who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

é

CLARK FIEDLER Notary Public, State of Texas My Commission Explos February 04, 2017

Notary Public

(SEAL)

My Commission Expires:

2/4/2017

## EXHIBIT A

PATENT

#### ASSIGNMENT

IN CONSIDERATION of Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, I, ALF KOLBJCERN SEVRE, a citizen of Norway with a residence at A-302, 17 Chaoyang Gong Yuan Xi Lu, Chaoyang district, Beljing 100026. China.; do hereby sell, assign and transfer to MARK RITCHIE, a citizen of Scotland with a residence at 2215 Morgan Street, Houston, Texas, 77008 U.S.A., its successors and assigns, the entire right, title and interest in and to the invention entities? \*METHOD AND APPARATUS FOR CONSTRUCTING MEMBRANE LINED STRUCTURES FOR HOLDING LARGE FLUID VOLUMES" invented by myself, and the application for United States Petent therefore, and all provisional and non-provisional applications, patents granted therefore in the United States and all foreign countries, and all divisions, reissues, continuations and extansions thereof, and I hereby covenant that I have full right so to do, and I hereby authorize and request the Commissioner of Patents to issue all patents on said invention or resulting therefrom to MARK RITCHIE as assignee of the entire, right, title, and interest therein, and I agree that I will sign all lawful papers, exacute all divisional, continuation and reissus applications, make all rightful caths and generally do everything possible to aid MARK RITCHIE, his successors, assigns and nominees, to obtain and enforce proper patent protection for said improvements in the United States and all foreign countries.

EXECUTED THIS ht day of SEPTEMRE

ALF KOLBJOERN SEVRE

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RECORDED: 05/14/2014

## PATENT REEL: 032888 FRAME: 0856