503015862 10/13/2014

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3062462

SUBMISSION TYPE:		NEW ASSIGNMENT		
NATURE OF CONVEYA	NCE:	ASSIGNMENT		
CONVEYING PARTY D	ΑΤΑ			
		Name		Execution Date
SCHLUMBERGER TEC	HNOLOGY	CORPORATION		06/30/2013
RECEIVING PARTY DA	ТА			
Name:	ONESUB	SEA, LLC		
Street Address:	4646 W. S	SAM HOUSTON PKWY., N.		
City:	HOUSTO	N		
State/Country:	TEXAS			
Postal Code:	77041			
PROPERTY NUMBERS	Total: 2			
Property Type		Number		
Application Number:	61	415948		
Application Number:	13	273249		
CORRESPONDENCE D				
Fax Number:		13)658-2553		
Correspondence will b	e sent to ti	he e-mail address first; if that if that if that is unsuccessful, it will b		
Phone:	-	33561753		
Email:	es	ther.marques@chamberlainlaw.	com	
Correspondent Name:	CI	HAMBERLAIN, HRDLICKA		
Address Line 1:	12	00 SMITH ST.,		
Address Line 2:		TH FLOOR		
Address Line 4:	H	DUSTON, TEXAS 77002		
ATTORNEY DOCKET NU	JMBER:	130809-039501US		
NAME OF SUBMITTER:		ESTHER MARQUES		
SIGNATURE:		/Esther Marques/		
DATE SIGNED:		10/13/2014		
Total Attachments: 6				
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EXECUTION VERSION

ASSIGNMENT, RESERVATION, AND LICENSE OF INTELLECTUAL PROPERTY RIGHTS

This Assignment of Intellectual Property Rights ("this Agreement") is entered
into on June 30, 2013, ("the Effective Date") by and between Schlumberger Technology Corporation , a Texas corporation,
OneSubsea, LLC ("US Venture Entity"), a Delaware corporation, and
Chebussen, Elec (es venue Enny), a seturare corporation, and

ARTICLE II

ASSIGNMENT TO US VENTURE ENTITY

2.1 Subject to Schlumberger's reservation of rights set forth in Section 4, Schlumberger hereby sells, assigns, transfers, grants, and conveys all of Schlumberger's rights, title and interest in and to the Schlumberger Transferred IP (other than Schlumberger Transferred IP owned by Schlumberger Transferred Subsidiaries) in the U.S. ("Schlumberger Transferred U.S. IP") to US Venture Entity and further agrees to cause its affiliates to sell, assign, transfer, grant, and convey all rights, title and interest in and to the Schlumberger Transferred U.S. IP to US Venture Entity. This assignment of Schlumberger Transferred U.S. IP includes, but is not limited to:

- a. the patents, patent applications and invention disclosures set forth on <u>Schedule 2.1(a)</u>;
- b. with respect to the patents, patent applications and invention disclosures assigned under 2.1(a) and set forth on <u>Schedule 2.1(a)</u>, the right to:
 - i. the invention claimed therein;
 - ii. all Letters Patents that may be granted thereon worldwide;
 - iii. all reissues, reexaminations, continuations, continuations-in-part, divisionals and extensions thereof; and
 - iv. apply for any patents, file any patent applications or claim priority based thereon, under the provisions of any law, convention or treaty and in any jurisdiction worldwide;
- c. the registered trademarks, including the goodwill of the business associated therewith and symbolized thereby, set forth on <u>Schedule 2.1(c)</u>.

for the avoidance of doubt, Sections 2.1(a) and 2.1(c) merely set forth certain, registered Intellectual Property rights assigned pursuant to the first sentence of Section 2.1 and are not limiting.

2.2 The assignment in Section 2.1 is complete and undivided, and includes the right (a) in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and (b) to sue or otherwise bring or maintain, worldwide, any action, whether pending or uninitiated, for any past, present or future infringement of, breach of obligation regarding, or misappropriation of the Schlumberger Transferred U.S. IP and the right to collect and receive all benefits and damages therefrom.

2.3 Schlumberger agrees that it shall, upon the request of and at the expense of US Venture Entity:

- a. execute any documents necessary to secure, maintain or enforce US Venture Entity's rights in the Schlumberger Transferred U.S. IP; and
- b. cooperate, in good faith, with US Venture Entity, including joining a suit if necessary, to enforce US Venture Entity's rights in the Schlumberger Transferred U.S. IP.

2.4 In no event shall this Agreement be deemed to sell, assign, transfer, grant, or convey to US Venture Entity any right, title or interest in or to Intellectual Property not primarily related to the Schlumberger Subsea Business inside the U.S.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives:

Schlumberger Technology Corporation Signature Jean-Francois Poupeau Printed Name Vice President Title June 30, 2013 Date

[Schlumherger Signature Page to Assignment of Intellectual Property Rights]

OneSubsea LLC Signature William C. Lemmer Printed Name President Title une 30, 2013 Date

[Signature Page to IP Assignment (Schlumberger)]

	13/273249	2012-0168168	Pending
Underwater Line System And Method For Connection And Installation Of	61/415948	N/A	Converted
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		A0000000000000000000000000000000000000	
ENT		9	

RECORDED: 10/13/2014

REEL: 033936 FRAME: 0358