

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3253771

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
CAMERON INTERNATIONAL CORPORATION		06/30/2013
RECEIVING PARTY DATA		
Name:	ONESUBSEA, LLC	
Street Address:	4646 W SAM HOUSTON PKWY N	
City:	HOUSTON	
State/Country:	TEXAS	
Postal Code:	77041	
PROPERTY NUMBERS Total: 199		
Property Type	Number	
Patent Number:	5404832	
Patent Number:	6991039	
Patent Number:	7117945	
Patent Number:	7314086	
Patent Number:	7500524	
Patent Number:	7308943	
Patent Number:	5544707	
Patent Number:	5558532	
Patent Number:	6200152	
Patent Number:	5997003	
Patent Number:	5456313	
Patent Number:	5385169	
Patent Number:	5482082	
Patent Number:	5542475	
Patent Number:	5620052	
Patent Number:	5839765	
Patent Number:	5992527	
Patent Number:	6082460	
Patent Number:	5971076	
Patent Number:	6138751	

PATENT

Property Type	Number
Patent Number:	6267419
Patent Number:	6321843
Patent Number:	6125939
Patent Number:	6948715
Patent Number:	6176316
Patent Number:	6409176
Patent Number:	6446519
Patent Number:	6815945
Patent Number:	7239132
Patent Number:	7449879
Patent Number:	7859251
Patent Number:	7956605
Patent Number:	7231970
Patent Number:	6405762
Patent Number:	6899171
Patent Number:	7231842
Patent Number:	6554324
Patent Number:	6898968
Patent Number:	7302842
Patent Number:	6520263
Patent Number:	RE43262
Patent Number:	6478087
Patent Number:	6494267
Patent Number:	6516861
Patent Number:	6484807
Patent Number:	6595293
Patent Number:	6907961
Patent Number:	7172169
Patent Number:	7934437
Patent Number:	6978979
Patent Number:	7048004
Patent Number:	7007922
Patent Number:	7654164
Patent Number:	7576447
Patent Number:	8212378
Patent Number:	7121346
Patent Number:	7152682
Patent Number:	7231934

Property Type	Number
Patent Number:	7091883
Patent Number:	7353837
Patent Number:	6585228
Patent Number:	8235396
Patent Number:	7740248
Patent Number:	8622398
Patent Number:	6659181
Patent Number:	RE44520
Patent Number:	8492927
Patent Number:	8106536
Patent Number:	8106538
Patent Number:	7759827
Patent Number:	7453170
Patent Number:	7683505
Patent Number:	7433214
Patent Number:	7851949
Patent Number:	7314559
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Patent Number:	7243574
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Patent Number:	7469877
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Patent Number:	7566045
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Patent Number:	8074966
Patent Number:	8485499
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Patent Number:	7768908
Patent Number:	7770649
Patent Number:	7775241
Patent Number:	8360392
Patent Number:	8212410

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Patent Number:	8536731
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Patent Number:	8567493
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Patent Number:	8925635
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Patent Number:	8590625
Application Number:	12525295
Application Number:	13568072
Application Number:	10564584
Application Number:	12835463
Application Number:	11568097
Application Number:	12438513
Application Number:	13493984
Application Number:	12668882
Application Number:	12682006
Application Number:	13383813
Application Number:	13143924
Application Number:	13063971
Application Number:	12257953
Application Number:	14223889
Application Number:	13383817
Application Number:	13976462
Application Number:	13510896
Application Number:	13975253
Application Number:	13408948
Application Number:	13224672
Application Number:	13622220
Application Number:	13031502
Application Number:	13410661
Application Number:	13499354
Application Number:	13183304
Application Number:	13370234
Application Number:	13643793
Application Number:	13601700
Application Number:	13584500

Property Type	Number
Application Number:	13460008
Application Number:	13370471
Application Number:	14339294
Application Number:	13666813
Application Number:	13647258
Application Number:	61983940
Application Number:	61735531
Application Number:	13588951
Application Number:	14186824
Application Number:	14335687
Application Number:	14309514
Application Number:	14474498
Application Number:	13971268
Application Number:	13943902
PCT Number:	US2011067649
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PCT Number:	US2012052856
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PCT Number:	US2012027427
PCT Number:	US2012022942
PCT Number:	US2012046773
PCT Number:	US2012064724
PCT Number:	US2012048840
PCT Number:	US2013037746
PCT Number:	US2012063731
PCT Number:	US2013033064
PCT Number:	US2013027165

CORRESPONDENCE DATA

Fax Number: (713)939-2304

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 7139392959

Email: OneSubsealIP@c-a-m.com

Correspondent Name: HELENE RAYBAUD

Address Line 1: 4646 W SAM HOUSTON PKWY N

Address Line 4: HOUSTON, TEXAS 77041

ATTORNEY DOCKET NUMBER: OSS LLC ASSIGNMENT

NAME OF SUBMITTER: JOAN BECKNER

SIGNATURE:	/Joan Beckner/
DATE SIGNED:	03/06/2015
Total Attachments: 42 source=REDACTED OSS LLC Assignment#page1.tif source=REDACTED OSS LLC Assignment#page2.tif source=REDACTED OSS LLC Assignment#page3.tif source=REDACTED OSS LLC Assignment#page4.tif source=REDACTED OSS LLC Assignment#page5.tif source=REDACTED OSS LLC Assignment#page6.tif source=REDACTED OSS LLC Assignment#page7.tif source=REDACTED OSS LLC Assignment#page8.tif source=REDACTED OSS LLC Assignment#page9.tif source=REDACTED OSS LLC Assignment#page10.tif source=REDACTED OSS LLC Assignment#page11.tif source=REDACTED OSS LLC Assignment#page12.tif source=REDACTED OSS LLC Assignment#page13.tif source=REDACTED OSS LLC Assignment#page14.tif source=REDACTED OSS LLC Assignment#page15.tif source=REDACTED OSS LLC Assignment#page16.tif source=REDACTED OSS LLC Assignment#page17.tif source=REDACTED OSS LLC Assignment#page18.tif source=REDACTED OSS LLC Assignment#page19.tif source=REDACTED OSS LLC Assignment#page20.tif source=REDACTED OSS LLC Assignment#page21.tif source=REDACTED OSS LLC Assignment#page22.tif source=REDACTED OSS LLC Assignment#page23.tif source=REDACTED OSS LLC Assignment#page24.tif source=REDACTED OSS LLC Assignment#page25.tif source=REDACTED OSS LLC Assignment#page26.tif source=REDACTED OSS LLC Assignment#page27.tif source=REDACTED OSS LLC Assignment#page28.tif source=REDACTED OSS LLC Assignment#page29.tif source=REDACTED OSS LLC Assignment#page30.tif source=REDACTED OSS LLC Assignment#page31.tif source=REDACTED OSS LLC Assignment#page32.tif source=REDACTED OSS LLC Assignment#page33.tif source=REDACTED OSS LLC Assignment#page34.tif source=REDACTED OSS LLC Assignment#page35.tif source=REDACTED OSS LLC Assignment#page36.tif source=REDACTED OSS LLC Assignment#page37.tif source=REDACTED OSS LLC Assignment#page38.tif source=REDACTED OSS LLC Assignment#page39.tif source=REDACTED OSS LLC Assignment#page40.tif source=REDACTED OSS LLC Assignment#page41.tif source=REDACTED OSS LLC Assignment#page42.tif	

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 **Cameron International Corporation**, a Delaware corporation, by itself and on behalf of its Affiliates (defined below) not signatory hereto, **Cameron (Ireland) Limited**, an Irish corporation (together with Cameron International Corporation, "Cameron"), **Cameron Systems (Ireland) Limited**, a company incorporated in Ireland, [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED] **OneSubsea, LLC** ("US Venture Entity"), a Delaware corporation, [REDACTED]

[REDACTED] (individually each a "Party" and collectively the "Parties").

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

Now therefore, pursuant to the MFA and in consideration of the promises and the mutual covenants of the Parties set forth in the MFA and herein, and upon the terms and subject to the conditions set forth in the MFA and herein, the Parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I

DEFINITIONS

[REDACTED]

[REDACTED]

[REDACTED]

"Cameron Transferred IP" means the Intellectual Property that (i) is owned by Cameron or its Affiliates or to which Cameron or its Affiliates otherwise have rights, (ii) is used or held for use primarily in connection with or otherwise primarily related to the Cameron Subsea Business and (iii) exists as of the Closing Date, including the Cameron Proprietary Rights that are identified in Section 5.18(a) of the Cameron Disclosure Letter.

"Cameron Transferred Subsidiary" means each subsidiary of Cameron that is being contributed or transferred to the Venture Entities as a part of the Cameron Subsea Business.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE II

ASSIGNMENT TO US VENTURE ENTITY

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

- a. the patents, patent applications and invention disclosures set forth on Schedule 2.1(a);
- b. with respect to the patents, patent applications and invention disclosures assigned under 2.1(a) and set forth on Schedule 2.1(a), 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 Schedule 2.1(c).

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 Cameron Transferred U.S. IP and the right to collect and receive all benefits and damages therefrom.

2.3 Cameron 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 Cameron 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 Cameron 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 Cameron Subsea Business inside the U.S.

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]



[illegible]

[REDACTED]

ARTICLE IV

RESERVATION OF RIGHTS

4.1 Cameron reserves and retains for the benefit of Cameron and its successors and assigns, starting on the Effective Date, a perpetual, irrevocable, transferable (without the right to sublicense), royalty-free, fully paid-up, non-exclusive right to make, have made, use, execute, sell, offer for sale, import, export, lease, reproduce, distribute, perform, display, and create derivative works therefrom, the Cameron Transferred U.S. IP. and Cameron Transferred Non-U.S. IP. This reservation of rights includes, but is not limited to:

- a. as to patents, patent applications and disclosed inventions, the right to make, have made, use, execute, sell, offer for sale, import, export and lease, including the right to contract with third-parties to make, have made, use, execute, import and export the Cameron Transferred U.S. IP and Cameron Transferred Non-U.S. IP for the benefit of Cameron;
- b. as to copyrights, the right to use, execute, sell, reproduce, distribute, perform, display, license and create derivative works therefrom; and
- c. as to trademarks, the right to use, produce and display in commerce, including in connection with top level domain names and global top level domain names, and to affix to goods; such rights include all accompanying goodwill, products, and services associated with the licensed trademark.

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

Cameron International Corporation



Signature

William C. Lemmer

Printed Name

Senior Vice President & General Counsel

Title

June 30, 2013
Date

[Signature Page to IP Assignment]

PATENT
REEL: 035134 FRAME: 0255

~~CONFIDENTIAL~~ ~~CONFIDENTIAL~~ ~~CONFIDENTIAL~~

Signature

Printed Name

Title

Date

[Signature Page to IP Assignment]

~~CONFIDENTIAL~~

~~_____~~
~~_____~~

Signature

~~CONFIDENTIAL~~

Printed Name

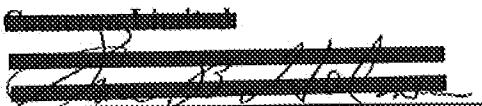
~~CONFIDENTIAL~~

Title

~~_____~~
~~_____~~

Date

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Signature


Printed Name


Title


Date

[Signature Page to IP Assignment]

[Redacted]
[Redacted]
[Redacted]
Signature [Redacted]
Printed Name [Redacted]
Title [Redacted]
Date [Redacted]

{Signature Page to IP Assignment}

[Redacted]

[Redacted]

[Redacted]

Signature

[Redacted]

Printed Name

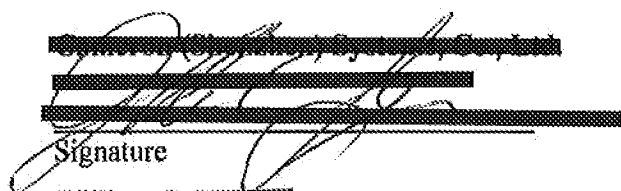
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Title

[Redacted]

Date

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Signature



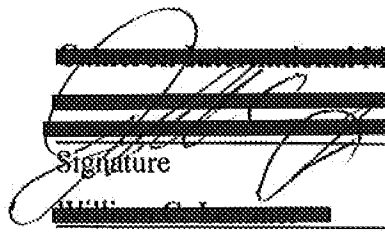
Printed Name



Title



Date



Signature

Printed Name

Title

Date

[Redacted]

[Redacted]

[Redacted]

Signature

William C. Demme

Printed Name

Director

Title

[Redacted]

Date

[Signature Page to Cameron IP Assignment]

Date/

~~DECLARATION~~

~~Signature of Inventor~~

~~Signature of Inventor~~

~~Signature of Inventor~~

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Signature

Printed Name

Title

Date

[Signature Page to Cameron IP Assignment]

SWANSON ENGINEERING LIMITED

Signature _____

Printed Name _____

Title

Date /

OneSubsea LLC


Signature

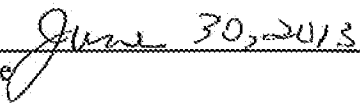
William C. Lemmer

Printed Name

President

Title

Date



[Signature Page to IP Assignment]

PATENT
REEL: 035134 FRAME: 0267

[Redacted]

[Redacted]

Signature

[Redacted]

Printed Name

[Redacted]

Title

[Redacted]

Date

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Printed Name

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Title

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Date

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Schedule 2.1(a)
Patents, Patent Applications and Invention Disclosures

[Attached]

DocId Number	Title	Inventor	Country	Status	Application Number	Application Date	Patent Number	Grant Date
031848	FLOW CONTROL DEVICE (MARR)	HALL, GRAHAM; LARGE, ROBERT	USA	Granted	61983840	04/24/2014		
031870	SURGEA COMPLETION WITH A TUBING SPOOL CONNECTION SYSTEM	JUNE, DAVID R.; SMITH, CRAIG S.	USA	Pending	13717441	12/17/2012	8590625	11/23/2013
031870	SURGEA COMPLETION WITH A TUBING SPOOL CONNECTION SYSTEM	JUNE, DAVID R.; SMITH, CRAIG S.	USA	Pending	61735231	12/10/2012		
031875	SURGEA PRODUCTION SYSTEM WITH DOWNHOLE EQUIPMENT	JUNE, DAVID R.; THEISS, DAVID; TETLEY, PAUL S.	USA	Pending	13288081	8/17/2012		
031892	DELUXE MANIFOLD	COONROD, DON; SALINAS, VICTOR	USA	Granted				
031933	METHOD FOR CONTROLLING KASHER TUBING STRING FUNCTIONS	MANUELSON, MICHAEL; KOCUREK, CHRIS	USA	Granted	147185824	02/21/2014		
031967	PRODUCTION TREE WITH WRAP-AROUND CROSSOVER PORT	JUNE, DAVID R.; KOCUREK, CHRIS	USA	Granted	14335867	07/18/2014		
031968	DRILLING LARIP AND DRILLING REEFER FOR XMAS TREE	HART, BRIAN	USA	Granted	147589514	08/19/2014		
032043	INTERNAL BRIDGE SEAL DEPLOYMENT MECHANISM	THEISS, DAVID H.	USA	Granted	142474288	06/03/2014		
032064	TUBING HANGER WITH BUILT IN ANNULUS CLOSURE SLEEVE LOCATED	JUNE, DAVID R.	USA	Granted	13977268	09/20/2013		
032068	CABLE/TION SELF-DRAWING TREE	JOPAL, DA; KASHMIR, MOSSEROP, GUY	USA	Granted	13943382	07/17/2013		

Schedule 2.1(c)
Registered Trademarks

[Attached]

Docket Number	MarkName	Country	ClientDivision	Status

Schedule 3.1(a)
Patents, Patent Applications and Invention Disclosures

[Attached]

**Schedule 3.1(c)
Registered Trademarks**

[Attached]

Docket Number	MarkName	Country	Client\Division	Status