

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3336719

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ONESUBSEA LLC	12/05/2014
RECEIVING PARTY DATA	
Name:	ONESUBSEA IP UK LIMITED
Street Address:	100 NEW BRIDGE STREET
City:	LONDON
State/Country:	UNITED KINGDOM
Postal Code:	EC4V 6JA
PROPERTY NUMBERS Total: 1	
Property Type	Number
PCT Number:	EP2011002860
CORRESPONDENCE DATA	
Fax Number:	(713)658-2553
<i>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.</i>	
Phone:	7136581818
Email:	esther.moron@chamberlainlaw.com
Correspondent Name:	COLLIN A. ROSE/CHAMBERLAIN HRDLICKA
Address Line 1:	1200 SMITH STREET, 14TH FLOOR
Address Line 4:	HOUSTON, TEXAS 77002
ATTORNEY DOCKET NUMBER:	PCT63606HHBRRHM OSS-OIPUK
NAME OF SUBMITTER:	ESTHER MORON
SIGNATURE:	/Esther Moron/
DATE SIGNED:	05/01/2015
Total Attachments: 70	
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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This Assignment of Intellectual Property Rights ("this Agreement") is entered into the 28th of October, 2014 but effective *nunc pro tunc* as of June 30, 2013, ("the Effective Date") by and between **OneSubsea, LLC** ("US Venture Entity"), a Delaware corporation, [REDACTED] and **OneSubsea IP UK Limited** a company incorporated in England and Wales with a registered address at 100 New Bridge Street, London, England EC4V 6JA ("Assignee") (individually each a "Party" and collectively the "Parties").

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Now, therefore, in consideration of the promises and the mutual covenants of the Parties set forth in the Assignment of IPRs and herein and for other good and valuable consideration (the receipt of which is hereby acknowledged), and upon the terms and subject to the conditions set forth in the MFA and the Assignment of IPRs, the Parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I

DEFINITIONS

[REDACTED]

[REDACTED]

[REDACTED]

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

1.4 “Intellectual Property” means patents, patent applications (filed, unfiled or being prepared), records of invention, invention disclosures, trademarks (registered or unregistered), trademark applications (filed, unfiled or being prepared), trade names, copyrights (registered or unregistered), copyright applications (filed, unfiled or being prepared), service marks (registered or unregistered), service mark applications (filed, unfiled or being prepared), database rights (registered or unregistered), all together with the goodwill associated with such marks or names,

trade secrets, shop and royalty rights, technology, inventions, know-how, processes and confidential and proprietary information, including any being developed (including but not limited to designs, manufacturing data, design data, test data, operational data, and formulae), whether or not recorded in tangible form through drawings, software, reports, manuals or other tangible expressions, whether or not subject to statutory registration, whether foreign or domestic, and all rights to any of the foregoing.

ARTICLE II

OBJECT OF THE AGREEMENT

This Agreement addresses the Parties' covenant for legal title of Venture Entities' Intellectual Property to reside with the Assignee. Accordingly, the Parties desire to, via this Agreement, transfer bare legal title in Cameron Transferred IP from the Non-US Venture Entity to the Assignee and bare legal title in the Cameron Transferred IP from the US Venture Entity to Assignee, in consideration for the payment of € 1.00 (one Euro) by the Assignee to the Venture Entities (the receipt and sufficiency of which is hereby acknowledged by the Venture Entities).

ARTICLE III

ASSIGNMENT FROM US VENTURE ENTITY

2.1 Subject to Cameron's rights as set forth in the Assignment of IPRs and to the reservation of rights set forth in Article IV of this Agreement, US Venture Entity hereby sells, assigns, transfers, grants, and conveys US Venture Entity's legal title to the Cameron Transferred U.S. IP to Assignee. This assignment of legal title to Cameron Transferred U.S. IP includes, but is not limited to:

- a. the patents, patent applications and invention disclosures set forth on Schedule 2 to this Agreement
- b. with respect to the patents, patent applications and invention disclosures assigned under 2.1.(a) and set forth on Schedule 2, 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 3.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE IV

RESERVATION OF RIGHTS

4.1 All rights reserved, retained, or licensed according to Articles IV and V of the Assignment of IPRs by Cameron for the benefit of Cameron and its successors and assigns, on the Cameron Transferred U.S. IP, Cameron Transferred Non-U.S. IP, and Future Developments remain unchanged.

4.2 US Venture Entity reserves and retains for the benefit of US Venture Entity and its successors and assigns, starting on the Effective Date, a perpetual, irrevocable, transferable (with 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. 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;
- 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

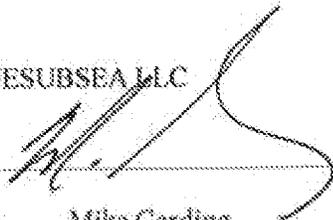
[REDACTED]

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

[REDACTED]

ONESUBSEA LLC

[REDACTED]



By: [REDACTED]

By: Mike Garding

Title: [REDACTED]

Title: Chief Operating Officer

Date: [REDACTED]

Date: December 5, 2014

ONESUBSEA IP UK LIMITED

By: _____
Title: _____
Date: _____

[REDACTED]

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

[REDACTED] ONESUBSEA LLC
[REDACTED]
By: [REDACTED] By: _____
Title: [REDACTED] Title: _____
Date: [REDACTED] Date: _____

ONESUBSEA IP UK LIMITED

By: CLAYTON PLATT
Title: ~~Director~~
Date: 5-11-2014

Schedule 1
Assignment of IPRs

[Attached]

[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

[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]

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

Cameron International Corporation



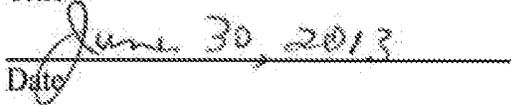
Signature

William C. Lemmer

Printed Name

Senior Vice President & General Counsel

Title



Date

[Signature Page to IP Assignment]

PATENT
REEL: 035550 FRAME: 0408

[Redacted]

[Redacted]

[Redacted]

Signature

[Redacted]

Printed Name

[Redacted]

Title

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Date

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[REDACTED]
[REDACTED]
Signature [REDACTED]
Printed Name [REDACTED]
Title [REDACTED]
Date [REDACTED]

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Signature

Printed Name

Title

Date

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Signature

[Redacted printed name]

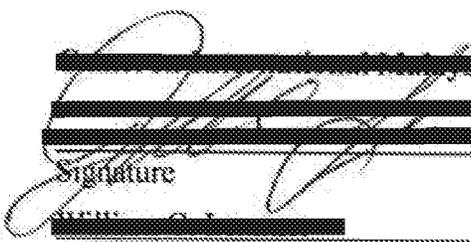
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Signature

Printed Name

Title

Date

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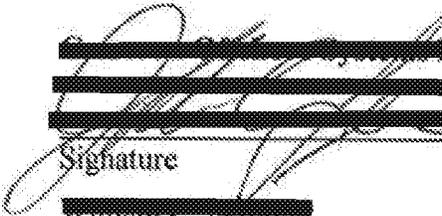
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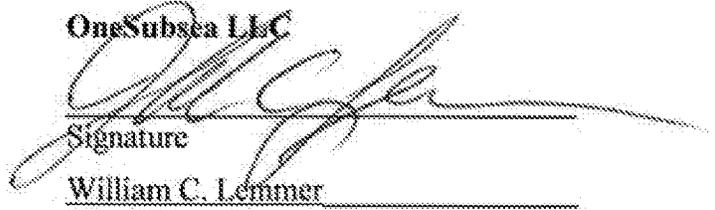
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Title

[Redacted]

Date

OneSubsea LLC



Signature

William C. Lemmer

Printed Name

President

Title

June 30, 2015

Date

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[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]

Docket Number	Title	Inventor	Country	Status	Application Number	Application Date	Patent Number	Grant Date
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

PATENT

**Schedule 2.1(c)
Registered Trademarks**

[Attached]

Docket Number	MarkName	Country	Client/Division	Status
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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

Schedule 2

Patents, Patent Applications and Invention Disclosures

[Attached]

Docket Number	Title	Inventor	Country	Status	Application Number	Application Date	Patent Number	Grant Date
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PATENT

Docket Number	Title	Inventor	Country	Status	Application Number	Application Date	Patent Number	Grant Date
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PATENT

Schedule 3

Registered Trademarks

[Attached]

Docket Number	MarkName	Country	Client/Division	Status
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Schedule 4

Patents, Patent Applications and Invention Disclosures

[Attached]

Schedule 5

Registered Trademarks

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Docket Number	MarkName	Country	Client/Division	Status
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