

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3433232

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DES OPERATIONS LIMITED	06/04/2013
RECEIVING PARTY DATA	
Name:	CAMERON SYSTEMS (IRELAND) LIMITED
Street Address:	AGHAFAD, LONGFORD
City:	COUNTY LONGFORD
State/Country:	IRELAND
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	10590563
Application Number:	13267039
Application Number:	14282937
CORRESPONDENCE DATA	
Fax Number:	(713)238-8008
<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:	713-238-8000
Email:	cjoss@conleyrose.com
Correspondent Name:	CONLEY ROSE, P.C.
Address Line 1:	1001 MCKINNEY, SUITE 1800
Address Line 4:	HOUSTON, TEXAS 77002-6417
ATTORNEY DOCKET NUMBER:	3226-19502, 19514, 19515
NAME OF SUBMITTER:	MATTHEW R. MOSCICKI
SIGNATURE:	/Matthew R. Moscicki/
DATE SIGNED:	07/10/2015
Total Attachments: 22	
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DATED JUNE 4, 2013

(1) CAMERON SYSTEMS (IRELAND) LIMITED

-and-

(2) D.E.S. OPERATIONS LIMITED

DEED OF ASSIGNATION
relating to
the intellectual property owned by D.E.S.
Operations Limited

ASSIGNATION

BETWEEN:

- (1) **CAMERON SYSTEMS (IRELAND) LIMITED** a company incorporated in the Republic of Ireland under company number 432259 whose registered office is at Aghafad, Longford, County Longford, Republic of Ireland (“**Assignee**”); and
- (2) **DES OPERATIONS LIMITED** a company incorporated in Scotland under company number SC226359 whose registered office is at 249 West George Street, Glasgow, G2 4RB (“**Assignor**”).

WHEREAS

- A DES Enhanced Recovery Limited and the Assignor were companies under the common control of a number of shareholders (“**Vendors**”). The Vendors sold the entire issued share capital in Assignor to a group company of the Assignee (“**Transaction**”) pursuant to a sale and purchase agreement dated 13 March 2007.
- B Ian Donald, John Reid, and James Steele, being either an employee or consultant of Assignor at the time of invention, are the named inventors of certain of the intellectual property rights referred to in this assignment (“**Assignment**”).
- C The rights of the inventors, Ian Donald, John Reid, and James Steele, in the Intellectual Property, including the Patents and inventions thereof, vest in the Assignor by virtue of the provisions of the relevant section of UK law, namely Section 39(1) of the UK Patents Act 1977.
- D In connections with the Transaction, the Assignor has agreed to assign its entire right, title, and interest in and to the intellectual property rights to the Assignee on the terms set out in this Assignment.

IT IS HEREBY AGREED as follows:

1. DEFINITIONS

In this Assignment (which includes the Schedule):

“Assigned IPR” means all right, title, and interest in and to the Intellectual Property owned by the Assignor, including, but not limited to, the Patents, the Trade Marks, and the Contract Rights;

“Encumbrance” means a mortgage, charge, leasing, or hiring agreement, pledge, lien, option, restriction, equity, right to acquire, right of pre-emption, third party right or interest, other encumbrance or security interest of any kind or any other type of preferential arrangement (including, without limitation, a title transfer and retention arrangement) having similar effect;

“Intellectual Property” means patents, supplementary protection certificates, petty patents, utility models, inventions (whether patentable or not), know-how, trade secrets and other confidential or undisclosed information, registered designs, copyrights, related rights, database rights, design rights, semiconductor topography rights, trademarks, service marks, logos, domain names, business names, trade names, rights in the nature of unfair competition rights and rights to sue for passing off, all registrations or applications to register any of the aforesaid items and rights in the nature of any of the aforesaid items in any country or jurisdiction;

“Patents” means the patents, patent applications and registrations set out in Part 1 of the Schedule (Patents) to this Assignment including the following:

1. Said inventions in the patents and applications of Part 1 of the Schedule and any improvements thereto through 13 March 2007;
2. The patents and applications of Part 1 of the Schedule;
3. All applications for patent or like protection on said inventions, including any continuation, continuation-in-part and any other utility

applications that may be based on these inventions, whether in the United Kingdom or any other place anywhere in the world;

4. All patents and like protection that have been made by Ian Donald, John Reid, and James Steele or may in the future be granted on said inventions and has been acquired by the Assignor, whether in the United Kingdom or in any other country or place anywhere in the world;
5. All substitutions for and divisions, continuations, continuations-in-part, renewals, reissues, extensions, and the like of said applications and patents and like grants, including without limitation, those obtained or permissible under past, present and future laws and statutes;
6. All rights of action on account of past, present and future unauthorized use of said inventions and for infringement of said patents and like protection;
7. The right in Assignee to file in its name applications for patents and like protection for said inventions in any country or countries foreign to the United Kingdom; and
8. All international rights of priority associated with said inventions, applications, patents and like protection.

“Trade Marks” means the trade mark applications and registrations set out in Part 2 of the Schedule (Trade Marks) to this Assignment together with the goodwill of the business related thereto.

“Contract Rights” means all rights and obligations set forth in the confidentiality provisions and agreements of Assignor relating to the Intellectual Property.

2. ASSIGNATION

In consideration of the sum of [REDACTED] and other good and valuable consideration (**“The Consideration”**) paid by the Assignee to the Assignor (the receipt and sufficiency of which the Assignor hereby acknowledges) the Assignor hereby assigns, sells and

conveys to the Assignee, its successors and assigns, free from all Encumbrances, its entire right, title and interest throughout the world in and to the Assigned IPR, all Contract Rights relating to the IPR, and the right to bring proceedings in respect of any infringement of any of the Assigned IPR whether committed before or after the date of this Assignment including the right to claim damages and such other relief as may be available in respect thereof.

3. VAT WARRANTY

Each party warrants to the other party that it is registered for value added tax purposes.

4. WAIVER OF MORAL RIGHTS

The Assignor irrevocably and unconditionally waives in favour of the Assignee, its successors and assigns only, all and any moral rights (whether conferred by the Copyright, Designs, and Patents Act 1988 or otherwise) which the Assignor may now or at any time possess in respect of the Assigned IPR. The Assignor warrants that any moral rights (whether conferred by the Copyright, Design, and Patents Act 1988 or otherwise) possessed now or at any time by any of its employees in respect of the Assigned IPR have been irrevocably and unconditionally waived in favour of the Assignee, its successors and assigns.

5. FURTHER ASSURANCE

The Assignor shall at the request and cost of the Assignee do or procure the doing of all such further acts and execute or procure the execution (as a deed or otherwise) of all such documents as may from time to time be necessary to give full effect to this Assignment and to vest in the Assignee the full benefit of the Assigned IPR.

6. GOVERNING LAW AND JURISDICTION

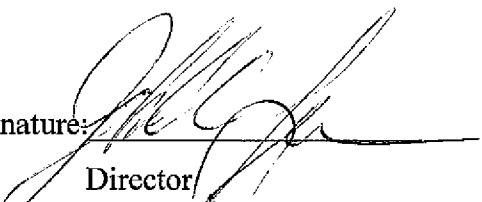
7.1 The Assignment and any matter arising from or in connection with it shall be governed by and construed in accordance with the laws of the State of Texas, U.S.A.

7.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of the State of Texas, U.S.A. over any claim or matter arising from or in connection with this Assignment.

IN WITNESS WHEREOF this Assignment consisting of this and the preceding 3 pages has been executed as follows:

Executed by **CAMERON SYSTEMS**)
(IRELAND) LIMITED at Aberdeen on the)
__ day of June, 2013:) Signature: _____
Director

Name (block capitals): _____

Executed by **D.E.S. OPERATIONS**)
LIMITED on the)
4th day of June, 2013:) Signature: 
Director

Name (block capitals): WILLIAM C. LEMMER

FOR US ASSIGNMENT
THE STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared William C. Lemmer, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 4th day of June, 2013

Gina A. Karathanos

Notary Public in and for
the State of Texas

My Commission Expires:

January 14, 2015



Part 2
Trade Marks

Trademark	Registration/Application Number	Territory	Registered Owner/Applicant	Status
			■	
			■	
			■	
			■	
			■	
			■	

DATED

2013

(1) CAMERON SYSTEMS (IRELAND) LIMITED

-and-

(2) D.E.S. OPERATIONS LIMITED

DEED OF ASSIGNATION
relating to
the intellectual property owned by D.E.S.
Operations Limited

ASSIGNATION

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- C The rights of the inventors, Ian Donald, John Reid, and James Steele, in the Intellectual Property, including the Patents and inventions thereof, vest in the Assignor by virtue of the provisions of the relevant section of UK law, namely Section 39(1) of the UK Patents Act 1977.
- D In connections with the Transaction, the Assignor has agreed to assign its entire right, title, and interest in and to the intellectual property rights to the Assignee on the terms set out in this Assignment.

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“Encumbrance” means a mortgage, charge, leasing, or hiring agreement, pledge, lien, option, restriction, equity, right to acquire, right of pre-emption, third party right or interest, other encumbrance or security interest of any kind or any other type of preferential arrangement (including, without limitation, a title transfer and retention arrangement) having similar effect;

“Intellectual Property” means patents, supplementary protection certificates, petty patents, utility models, inventions (whether patentable or not), know-how, trade secrets and other confidential or undisclosed information, registered designs, copyrights, related rights, database rights, design rights, semiconductor topography rights, trademarks, service marks, logos, domain names, business names, trade names, rights in the nature of unfair competition rights and rights to sue for passing off, all registrations or applications to register any of the aforesaid items and rights in the nature of any of the aforesaid items in any country or jurisdiction;

“Patents” means the patents, patent applications and registrations set out in Part 1 of the Schedule (Patents) to this Assignment including the following:

1. Said inventions in the patents and applications of Part 1 of the Schedule and any improvements thereto through 13 March 2007;
2. The patents and applications of Part 1 of the Schedule;
3. All applications for patent or like protection on said inventions, including any continuation, continuation-in-part and any other utility

applications that may be based on these inventions, whether in the United Kingdom or any other place anywhere in the world;

4. All patents and like protection that have been made by Ian Donald, John Reid, and James Steele or may in the future be granted on said inventions and has been acquired by the Assignor, whether in the United Kingdom or in any other country or place anywhere in the world;
5. All substitutions for and divisions, continuations, continuations-in-part, renewals, reissues, extensions, and the like of said applications and patents and like grants, including without limitation, those obtained or permissible under past, present and future laws and statutes;
6. All rights of action on account of past, present and future unauthorized use of said inventions and for infringement of said patents and like protection;
7. The right in Assignee to file in its name applications for patents and like protection for said inventions in any country or countries foreign to the United Kingdom; and
8. All international rights of priority associated with said inventions, applications, patents and like protection.

“Trade Marks” means the trade mark applications and registrations set out in Part 2 of the Schedule (Trade Marks) to this Assignment together with the goodwill of the business related thereto.

“Contract Rights” means all rights and obligations set forth in the confidentiality provisions and agreements of Assignor relating to the Intellectual Property.

2. ASSIGNATION

In consideration of the sum of [REDACTED] and other good and valuable consideration (**“The Consideration”**) paid by the Assignee to the Assignor (the receipt and sufficiency of which the Assignor hereby acknowledges) the Assignor hereby assigns, sells and

conveys to the Assignee, its successors and assigns, free from all Encumbrances, its entire right, title and interest throughout the world in and to the Assigned IPR, all Contract Rights relating to the IPR, and the right to bring proceedings in respect of any infringement of any of the Assigned IPR whether committed before or after the date of this Assignment including the right to claim damages and such other relief as may be available in respect thereof.

3. VAT WARRANTY

Each party warrants to the other party that it is registered for value added tax purposes.

4. WAIVER OF MORAL RIGHTS

The Assignor irrevocably and unconditionally waives in favour of the Assignee, its successors and assigns only, all and any moral rights (whether conferred by the Copyright, Designs, and Patents Act 1988 or otherwise) which the Assignor may now or at any time possess in respect of the Assigned IPR. The Assignor warrants that any moral rights (whether conferred by the Copyright, Design, and Patents Act 1988 or otherwise) possessed now or at any time by any of its employees in respect of the Assigned IPR have been irrevocably and unconditionally waived in favour of the Assignee, its successors and assigns.

5. FURTHER ASSURANCE

The Assignor shall at the request and cost of the Assignee do or procure the doing of all such further acts and execute or procure the execution (as a deed or otherwise) of all such documents as may from time to time be necessary to give full effect to this Assignment and to vest in the Assignee the full benefit of the Assigned IPR.


6. GOVERNING LAW AND JURISDICTION

7.1 The Assignment and any matter arising from or in connection with it shall be governed by and construed in accordance with the laws of the State of Texas, U.S.A.

7.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of the State of Texas, U.S.A. over any claim or matter arising from or in connection with this Assignment.

IN WITNESS WHEREOF this Assignment consisting of this and the preceding 3 pages has been executed as follows:

Executed by **CAMERON SYSTEMS**)
(IRELAND) LIMITED at Aberdeen on the)
7th day of June, 2013:)

Signature: 
Authorized Signatory

Name (block capitals): Manish B. Vyas

Executed by **DES OPERATIONS**)
LIMITED on the)
4th day of June, 2013:)

Signature: _____
Director

Name (block capitals): WILLIAM C. LEMMER

US ASSIGNMENT
THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Manish B. Vyas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 7th day of June, 2013



Rita J. Kompka

Notary Public in and for
the State of Texas

My Commission Expires:

September 26, 2014

Part 2
Trade Marks

Trademark	Registration/Application Number	Territory	Registered Owner/Applicant	Status
			■	
			■	
			■	
			■	
			■	
			■	