

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3655915

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
LIBERTY OFFSHORE LIMITED	11/25/2015
RECEIVING PARTY DATA	
Name:	REFLEX MARINE LIMITED
Street Address:	12-16 ALBYN PLACE
City:	ABERDEEN
State/Country:	SCOTLAND
Postal Code:	AB10 1 PS
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6536993
Patent Number:	6368021
CORRESPONDENCE DATA	
Fax Number:	(918)583-9659
<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:	918 599 0621
Email:	patents@fellerssnider.com
Correspondent Name:	TERRY L. WATT
Address Line 1:	321 SOUTH BOSTON
Address Line 2:	SUITE 800
Address Line 4:	TULSA, OKLAHOMA 74103
ATTORNEY DOCKET NUMBER:	47765/15-329
NAME OF SUBMITTER:	TERRY L. WATT
SIGNATURE:	/terry l. watt/
DATE SIGNED:	12/14/2015
Total Attachments: 10	
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DATED 25 November 2015

Liberty Offshore Limited
- and -
Reflex Marine Limited

ASSIGNMENT OF INTELLECTUAL
PROPERTY RIGHTS



Stephens Scown LLP, Curzon House, Southernhay West, Exeter EX1 1RS
T: 01392 210700 F: 01392 274010 DX: 8305 Exeter W: Stephens-scown.co.uk

PATENT
REEL: 037279 FRAME: 0578

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THIS DEED is dated 25 November 2015.

Parties:

- (1) Liberty Offshore Limited, incorporated and registered in England and Wales with company number 03681125 whose registered office is at Old School House, Old School Hill, Shortlanesend, Truro, Cornwall, TR4 9DU ("Assignor"); and
- (2) Reflex Marine Limited incorporated and registered in Scotland with company number SC141517 whose registered office is at 12-16 Albyn Place, Aberdeen, AB10 1PS ("Assignee").

Background:

- (A) The Assignor owns the Intellectual Property Rights in the Assigned Rights (as defined below).
- (B) The Assignor has agreed to assign to the Assignee the Assigned Rights.

Operative Provisions:

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this deed.

"Assigned Rights"	all Intellectual Property Rights owned by the Assignor as at the date of this deed including, but not limited to, the rights as detailed at Schedule 1.
"Business Day"	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
"Intellectual Property Rights"	patents, rights to inventions, copyright and neighbouring and related rights, trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in

any part of the world.

- 1.2 Clause and schedule headings shall not affect the interpretation of this deed.
- 1.3 The schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the schedules.
- 1.4 References to clauses and schedules are to the clauses and schedules of this deed.
- 1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute, statutory provision or subordinated legislation is a reference to it as it is in force from time to time, provided that, as between the parties, no such amendment or re-enactment shall apply for the purposes of this deed to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party. This clause does not, however, apply in relation to taxation.
- 1.8 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 **Writing or written** does not includes fax or e-mail.
- 1.10 Any words following the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.11 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.12 All payments made under this deed are inclusive of VAT (or any similar tax) at the applicable rate as of the date of this deed.

2. **ASSIGNMENT**

In consideration for the sum of [REDACTED] (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee absolutely, with full title guarantee, all its right, title and interest in and to the Assigned Rights, whether now known or created in the future, including the right to bring, make, oppose, defend, appeal proceedings, claims or actions, and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership of any of the Assigned Rights, whether occurring before, on, or after the date of this deed.

3. WARRANTIES

The Assignor warrants that:

- 3.1.1 it is (and will be in respect of rights arising after the date of this deed) the sole legal and beneficial owner of, and owns all the rights and interests in, the Assigned Rights;
- 3.1.2 it has not licensed or assigned any of the Assigned Rights;
- 3.1.3 the Assigned Rights are (and will be in respect of rights arising after the date of this deed) free from any security interest, option, mortgage, charge or lien;
- 3.1.4 it is unaware of any infringement or likely infringement of any of the Assigned Rights;
- 3.1.5 so far as it is aware, all the Assigned Rights are (and will be in respect of rights arising after the date of this deed) valid and subsisting and there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the Assigned Rights;
- 3.1.6 so far as it is aware, exploitation of the Assigned Rights will not infringe the rights of any third party;
- 3.1.7 the Assigned Rights (and will be in respect of Materials created after the date of this deed) are its original work and have not been copied wholly or substantially from any other source;
- 3.1.8 it is (and will be in respect of rights arising after the date of this deed) the sole author of the Materials.

4. INDEMNITY

- 4.1 The Assignor shall indemnify and hold the Assignee harmless against all liabilities, costs, expenses, damages and losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Assignee arising out of or in connection with any breach by the Assignor of the warranties in clause 3 above.
- 4.2 Subject to clause 4.3 below, this indemnity shall apply whether or not the Assignee has been negligent or at fault.
- 4.3 Nothing in this deed shall have the effect of excluding or limiting any liability for death or personal injury caused by negligence or for fraud.

5. **MORAL RIGHTS**

The Assignor, being the sole author of the Materials, waives absolutely his moral rights arising under the Copyright, Designs and Patents Act 1988 in relation to the Materials and, so far as is legally possible, any broadly equivalent rights he may have in any territory of the world.

6. **FURTHER ASSURANCE**

6.1 The Assignor shall, at its own cost, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, required by law or which the Assignee requests, to vest in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this deed, including:

6.1.1 registration of the Assignee as applicant or (as applicable) proprietor of the Assigned Rights; and

6.1.2 assisting the Assignee in obtaining, defending and enforcing the Assigned Rights, and assisting with any other proceedings which may be brought by or against the Assignee against or by any third party relating to the Assigned Rights.

6.2 The Assignor irrevocably appoints the Assignee to be its attorney in its name and on its behalf to execute documents, use the Assignor's name and do all things which are necessary or desirable for the Assignee to obtain for itself or its nominee the full benefit of this clause. A certificate in writing, signed by any director or the secretary of the Assignee or by any person appointed in accordance with clause 6.4.3 that any instrument or act falls within the authority conferred by this deed shall be conclusive evidence that such is the case so far as any third party is concerned.

6.3 This power of attorney is irrevocable as long as any of the Assignor's obligations under this deed remain undischarged.

6.4 Without prejudice to clause 6.2, the attorney may, in any way it thinks fit and in the name and on behalf of the Assignor:

6.4.1 take any action that this deed requires the Assignor to take;

6.4.2 exercise any rights which this deed gives to the Assignor; and

6.4.3 appoint and remove one or more substitute attorneys with full power as the Assignor's attorney on terms that the attorney thinks fit.

6.5 The Assignor must ratify and confirm everything that the attorney and any substitute attorney does or arranges using the powers granted under this clause.

7. **WAIVER**

No failure or delay by a party to exercise any right or remedy provided under this deed or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

8. **ENTIRE AGREEMENT**

8.1 This deed constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

8.2 Each party acknowledges that, in entering into this deed, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this deed. Each party agrees that its only liability in respect of those representations and warranties that are set out in this deed (whether made innocently or negligently) shall be for breach of contract.

8.3 Nothing in this clause shall limit or exclude any liability for fraud.

9. **VARIATION**

No variation of this deed shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

10. **SEVERANCE**

10.1 If any court or competent authority finds that any provision of this deed (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this deed shall not be affected.

10.2 If any invalid, unenforceable or illegal provision of this deed would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

11. **COUNTERPARTS**

This deed may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original of this deed, but all the counterparts shall together constitute the same deed.

12. **THIRD PARTY RIGHTS**

No person other than a party to this deed shall have any rights to enforce any term of this deed.

13. NOTICES

- 13.1 Any notice required to be given under this deed shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery or by commercial courier, to each party required to receive the notice at the address defined for each party at the beginning of this document or as otherwise specified by the relevant party by notice in writing to each other party.
- 13.2 Any notice shall be deemed to have been duly received:
- 13.2.1 if delivered personally, when left at the address and for the contact referred to in this clause;
 - 13.2.2 if sent by pre-paid first-class post or recorded delivery, at 2.00pm on the second Business Day after posting; or
 - 13.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 13.3 A notice required to be given under this deed shall not be validly given if sent by e-mail.
- 13.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

14. GOVERNING LAW AND JURISDICTION

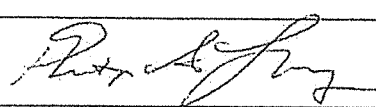
- 14.1 This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 14.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

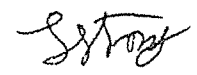
IN WITNESS of which this deed has been executed and is delivered on the date appearing as the date of this deed.

SCHEDULE 1

Patents:

Patent Title	Inventor(s)	Applicant	Publication Number(s)	Jurisdiction
Pile and method for installing the same	Philip Anton Strong; Duncan Cuthill; Martin Leon Kobiela	Liberty Offshore Limited	US6536993 B2	USA
Pile and method for installing the same	Philip Anton Strong; Duncan Cuthill; Martin Leon Kobiela	Liberty Offshore Limited	US6368021 B1	USA
Drilled Pile	Philip Anton Strong; Duncan Cuthill; Martin Leon Kobiela	Liberty Offshore Limited	GB2355039	UK
Method of and apparatus for installing a pile underwater to create a mooring anchorage	Philip Anton Strong; Duncan Cuthill; Martin Leon Kobiela	Liberty Offshore Limited	GB2364728	UK

Signature	
Signed by Philip Strong Director For and on behalf of Liberty Offshore Limited	
Signed by the Assignor in the presence of:	
Name of witness	PAUL ONIONS
Occupation of witness	ENGINEERING MANAGER
Address	11 STATION ROAD NAILSEA BRISTOL BS48 4PD

Signature	
Signed by James Strong Director For and on behalf of Reflex Marine Limited	
Signed by the Assignee in the presence of	
Name of witness	PAUL ONIONS
Occupation of witness	ENGINEERING MANAGER
Address	11 STATION ROAD NAILSEA BRISTOL BS48 4PD