

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3780574

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	DES OPERATIONS LIMITED	06/04/2013
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	CAMERON SYSTEMS (IRELAND) LIMITED	
<b>Street Address:</b>	AGHAFAD, LONGFORD	
<b>City:</b>	COUNTY LONGFORD	
<b>State/Country:</b>	IRELAND	
<b>PROPERTY NUMBERS Total: 21</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	10009991
	Application Number:	10415156
	Application Number:	10558593
	Application Number:	10651703
	Application Number:	12541934
	Application Number:	12541936
	Application Number:	12541937
	Application Number:	12541938
	Application Number:	12768324
	Application Number:	12768332
	Application Number:	12768337
	Application Number:	13116889
	Application Number:	13164291
	Application Number:	13205284
	Application Number:	13405997
	Application Number:	13415635
	Application Number:	13536433
	Application Number:	13687290
	Application Number:	13881357
	Application Number:	14285114
	Application Number:	14266936

PATENT

**CORRESPONDENCE DATA****Fax Number:** (713)238-8008*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:** 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:** 3226-00000**NAME OF SUBMITTER:** MATTHEW R. MOSCICKI**SIGNATURE:** /MATTHEW R. MOSCICKI/**DATE SIGNED:** 03/11/2016**Total Attachments: 22**

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**DATED JUNE 4, 2013**

**(1) CAMERON SYSTEMS (IRELAND) LIMITED**

**-and-**

**(2) D.E.S. OPERATIONS LIMITED**

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

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## 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**

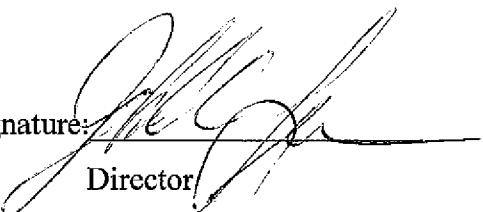
7.1 The Assignment and any matter arising from or in connection with it shall be governed by and construed in accordance with the laws of the State of Texas, U.S.A.

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 )  
4<sup>th</sup> 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 4<sup>th</sup> day of June, 2013

*Gina A. Karathanos*

Notary Public in and for  
the State of Texas

My Commission Expires:

January 14, 2015



**PART 1: Patents**

Country	Appln No.	File Date	Patent No.	Issue Date
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PART 1 Patents				
Country	Appln No.	File Date	Patent No.	Issue Date

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PART 1 Patents				
Country	Appln No.	File Date	Patent No.	Issue Date
United States	10/009,991	7/16/2002	6,637,514	10/28/2003
United States	10/415,156	4/25/2003	6,823,941	11/30/2004
United States	10/558,593	11/29/2005		8/9/2011
United States	10/651,703	8/29/2003	7,111,687	9/26/2006
United States	12/541,934	8/15/2009	8,272,435	9/25/2012
United States	12/541,936	8/15/2009	7,992,633	8/9/2011
United States	12/541,937	8/15/2009	8,281,864	10/9/2012
United States	12/541,938	8/15/2009	8,066,067	11/29/2011
United States	12/768,324	4/27/2010	8,220,535	7/17/2012
United States	12/768,332	4/27/2010	8,091,630	1/10/2012
United States	12/768,337	4/27/2010	8,122,948	2/28/2012
United States	13/116,889	5/26/2011	8,167,049	5/1/2012
United States	13/164,291	6/20/2011		
United States	13/205,284	8/8/2011		
United States	13/405,997	2/27/2012		
United States	13/415,635	3/8/2012		
United States	13/536,433	6/28/2012		
United States	13/687,290	11/28/2012		
United States	13/881,357	4/24/2013		

**Part 2**  
**Trade Marks**

<b>Trademark</b>	<b>Registration/Application Number</b>	<b>Territory</b>	<b>Registered Owner/Applicant</b>	<b>Status</b>

**DATED**

**2013**

**(1) CAMERON SYSTEMS (IRELAND) LIMITED**

**-and-**

**(2) D.E.S. OPERATIONS LIMITED**

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

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**“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;
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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
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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.

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

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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. Kompa*  
\_\_\_\_\_  
Notary Public in and for  
the State of Texas

My Commission Expires:

September 26, 2014

PART 1 Patents				
Country	Appln No.	File Date	Patent No.	Issue Date

PART 1 Patents				
Country	Appln No.	File Date	Patent No.	Issue Date

PART 1 Patents				
Country	Appln No.	File Date	Patent No.	Issue Date
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**Part 2**  
**Trade Marks**

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