# <u>504074679</u> 10/31/2016

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4121346

SUBMISSION TYPE: NATURE OF CONVEYANCE:		NEW ASSIGNMENT	NEW ASSIGNMENT		
		ASSIGNMENT	ASSIGNMENT		
CONVEYING PARTY	' DATA				
		Name		Execution Date	
HENRY BERGERON				09/01/2016	
DAVE BARROW				09/01/2016	
RECEIVING PARTY	DATA				
Name:	CHEVF	ON U.S.A. INC.			
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City:	SAN RA	AMON			
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Postal Code:	94583				
Application Number	E DATA				
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#### Attorney Docket No.: 51502.105197/T-10342B

#### ASSIGNMENT

#### Title: PASSIVELY MOTION COMPENSATED SUBSEA WELL SYSTEM

This assignment is directed to:

WHEREAS, the undersigned has invented new and useful improvements in the described application identified.

WHEREAS, *CHEVRON U.S.A. INC.*, a corporation organized and existing under and by virtue of the laws *of the Commonwealth of Pennsylvania*, and having a regular and established place of business at San Ramon, State of California, is desirous of acquiring the entire right, title and interest in and to said invention, said application, and in and to the Letters Patent, Utility Models, and Inventors' Certificates to be granted and issued thereof in the United States of America and in any and all countries foreign thereto:

NOW, THEREFORE, for a valuable consideration, the receipt of which is hereby acknowledged, I / We, hereby sell, assign, transfer and set over unto said *CHEVRON U.S.A. INC.*, its successors and assigns, the entire right, title and interest in and to said invention, said application, including all priority rights associated with said application under provisions of international conventions, treaties, or otherwise, and all divisions, continuations, reexaminations, and reissues thereof, and in and to all Letters Patent, Utility Models, and Inventors' Certificates to be granted and issued therefore and all reexamination certificates, reissues and extensions thereof, not only for, to and in the United States of America, but for, to and in all other countries. The aforesaid assignment includes the right in and to all income, royalties, damages and payments now or hereafter due or payable with respect to any Letters Patent, Utility Models, and Inventors' Certificates foreign thereto, and in and to all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment, as fully and entirely as the same would have been held and enjoyed by Assignors if this sale and assignment had not been made;

1) Each undersigned agrees to execute all papers necessary in connection with any application and/or patent for the invention and also to execute separate assignments in connection with such applications and patents as the Assignee may deem necessary.

2) Each undersigned agrees to execute all papers necessary in connection with any interference or post-grant proceeding which may be declared concerning any application or patent for the invention and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or post-grant proceeding.

3) Each undersigned agrees to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.

4) Each undersigned agrees to perform all affirmative acts which may be necessary to obtain, maintain or confirm by reissue or reexamination a grant of a valid United States patent to the Assignee.

5) Each undersigned authorizes and requests the Commissioner of the U.S. Patent and Trademark Office to issue any and all patents resulting from said application(s) to the said Assignee, as Assignee of the entire interest, and covenants that he or she has full right to convey the entire interest herein assigned, and that he or she has not executed, and will not execute, any agreement(s) in conflict herewith, and agrees that this assignment is binding on Assignor and Assignor's heirs, successors, assigns and legal representatives.

6) Each undersigned hereby grants the Assignee the power to insert on this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

and I / We hereby covenant that we have full right to convey the entire interest herein assigned, and I / We have not executed, and will not execute, any agreement in conflict herewith and that the rights assigned herein are not otherwise encumbered by any grant, license or right;

and I / We hereby further covenant and agree that we will communicate to said Assignee, its successors, legal representatives and assigns, any facts known to us respecting said inventions and discoveries; and furthermore, upon request, without additional compensation but at no expense to me / us, testify in any interference or legal proceedings involving said

Assignment 10.27.2015

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## PATENT REEL: 040177 FRAME: 0269

Title of the Invention: Passively Motion Compensated Subsea Well System Attorney Docket No.: 51502.105197/T-10342B

inventions, and sign any applications for reissue, division, continuation, continuation-in-part, renewal, substitute or extension thereof.

Inventor Signature Inventor Name	Henry Bergeron	Date:	9/1/16	
Witness Signature:	Januar Room	Date:	9-1-11	••••
Witness Nanie:	Tamara Ross			
Inventor Signature: C	Danes	Date:	9-1-16	Wiece
Inventor Name:	Dave Barrow	6 <b>Minis</b> tration of the	9-1-16	
Witness Signature: Witness Name:	Tamara Ross	Date: _	<u> </u>	~~·

In witness whereof, I / We have signed my / our name(s) on the date set forth below.

ASSIGNEE hereby acknowledges receipt of the entire right, title and interest in and to the PATENTS AND PATENT APPLICATIONS.

CHEVRON U.S.A. NC. (Assigned) Signature

C. Tana Roman K Name:

Title: Intellectual Property Officer

Assignment 10.27.2015

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**RECORDED: 10/31/2016**