

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4188974

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CAMERON SUBSEA IP LIMITED	06/24/2013
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
Application Number:	15379255
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:	ewilliams@conleyrose.com
Correspondent Name:	CONLEY ROSE, P.C. / MATTHEW R. MOSCICKI
Address Line 1:	1001 MCKINNEY STREET, SUITE 1800
Address Line 4:	HOUSTON, TEXAS 77002
ATTORNEY DOCKET NUMBER:	3226-19517
NAME OF SUBMITTER:	MATTHEW R. MOSCICKI
SIGNATURE:	/Matthew R. Moscicki/
DATE SIGNED:	12/16/2016
Total Attachments: 11	
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DATED JUNE 24, 2013

(1) CAMERON SUBSEA IP LIMITED

-and-

(2) ONESUBSEA IP UK LIMITED

ASSIGNMENT AGREEMENT
relating to
the intellectual property owned by Cameron Subsea IP Limited

ASSIGNMENT AGREEMENT DATED JUNE 24, 2013

BETWEEN:

- (1) **CAMERON SUBSEA IP LIMITED** a company incorporated in Ireland under company number 524510 and having its registered office at Queen Street, Stourton Leeds, West Yorkshire, LS10 1SB, England (“Assignor”); and
- (2) **ONESUBSEA IP UK LIMITED** a company incorporated in England and Wales under company number 08432197 and having its registered office at 100 New Bridge Street, London, EC4V 6JA (“Assignee”).

WHEREAS

- A The Assignee and the Assignor are group companies of Cameron International Corporation (“CIC”). CIC is party to a Master Formation Agreement dated 14 November 2012 between CIC, Schlumberger Limited, Schlumberger Technology Corporation and Schlumberger BV (the “MFA”) under which CIC has agreed to contribute certain subsea related intellectual property rights to a joint venture created pursuant to the MFA. To further the intent of the MFA, Cameron Systems (Ireland) Limited assigned the Assigned IPR (as defined below) to Cameron Subsea IP Limited by agreement dated 10 June 2013.
- B. The Assignee now wishes to acquire the Assigned IPR from the Assignor as the Assignee intends to exploit the Assigned IPR for the foreseeable future as part of the Onesubsea joint venture established pursuant to the MFA.
- C. The Assignor has agreed to assign and transfer the Assigned IPR (which it acquired from Cameron Systems (Ireland) Limited who in turn acquired it from DES Operations Limited and DES Enhanced Recovery Limited pursuant to the 2013 DES Assignment and the 2007 DES Assignment respectively (as defined below)) to the Assignee and the purpose of this Agreement is to only assign such intellectual property rights as were originally transferred by DES Operations Limited and DES Enhanced Recovery Limited pursuant to the terms of the 2013 DES Assignment and the 2007 DES Assignment.

IT IS HEREBY AGREED as follows:

1. DEFINITIONS

In this Assignment Agreement (which includes the Schedule):

“Assigned IPR” means all right, title, and interest in and to the Intellectual Property owned by the Assignor (which it acquired from Cameron Systems (Ireland) Limited who in turn acquired it from DES Operations Limited pursuant to an intellectual property assignment agreement (“**2013 DES Assignment**” and from DES Enhanced Recovery Limited pursuant to a Deed of Assignment dated 13 March 2007 (“**2007 DES Assignment**”), including, but not limited to, the Patents, the Trade Marks, and the Contract Rights which were assigned under the 2013 DES Assignment and the Patents and the Trade Marks which were assigned under the 2007 DES Assignment;

“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, patent applications, 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 Agreement including the following:

1. Said inventions in the patents and applications of Part 1 of the Schedule to the 2013 DES Assignment and any improvements thereto through 13 March 2007;

2. The patents and applications of Part 1 of the Schedule to the 2013 DES Assignment;
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 Ireland, the United Kingdom or any other place anywhere in the world;
4. The rights contained in the 2013 DES Assignment in respect of 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 (to the extent that any such rights existed at the date of execution of the 2013 DES Assignment and were assigned to the Assignor under the terms of the 2013 DES Assignment);
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 Ireland or the United Kingdom; and
8. All international rights of priority associated with said inventions, applications, patents and like protection.

“**Tax Authority**” means any revenue, customs, fiscal or governmental authority competent to impose or collect any taxation, rates, duties, imposts, charges, contributions, withholdings and levies (or any interest, fine, surcharge or penalty relating thereto);

“**Trade Marks**” means the trade mark applications and registrations set out in Part 2 of the Schedule (Trade Marks) to this Assignment Agreement together with the goodwill of the business related thereto and all unregistered trademark rights that may be associated or have developed with the Trade Marks and/or the use of the Trade Marks by the Assignor; and

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

2. ASSIGNMENT

- 2.1 In consideration of [REDACTED] [REDACTED] the Assignor hereby assigns, transfers, 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 Agreement including the right to claim damages and such other relief as may be available in respect thereof.

3. VAT WARRANTY

- 3.1 On the basis that the Assignor and the Assignee are members of the same VAT group (with Assignee’s registration no. being 100 1230 12 for the purposes of the relevant UK VAT legislation (VAT Act 1994), no VAT shall be chargeable on the assignment by the Assignor to the Assignee of the Assigned IPR.
- 3.2 Notwithstanding Clause 3.1, if the Assignor is required to account to any Tax Authority for any VAT on the assignment hereunder, an amount equal to such VAT shall be paid by the Assignee to the Assignor on the production of a valid VAT invoice in accordance with the provisions of the relevant applicable VAT legislation. Alternatively, Assignee agrees to comply with any requirements to self-account for any VAT as required by the relevant applicable VAT legislation.

4. DELIVERY UP

4.1 The Assignor shall deliver up to the Assignee within five (5) business days of the date of execution of this Assignment Agreement all files and other documentation in the Assignor's possession or control relating to the Assigned IPR, including all patent and trade mark correspondence and official papers received from applicable patent and trade mark registries (the "**Documentation**").

4.2 The Assignor shall notify its patent and trade mark agents in writing within five (5) business days of the date of execution of this Assignment Agreement of the assignment of the Assigned IPR to the Assignee and shall procure at no cost to the Assignee that such agents deliver up to the Assignee all Documentation in their possession or control within a further ten (10) business days.

5 WAIVER OF MORAL RIGHTS

To the extent applicable, 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 1977 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, Designs and Patents Act 1977 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. The Assignor has provided the Assignee with a copy of the waiver of moral rights, which the Assignor obtained as part of the 2013 DES Assignment.

6 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 Agreement and to vest in the Assignee the full benefit of the Assigned IPR (including without limitation the execution of any short form assignment agreements which may be required for filing in patent registries).

7 GOVERNING LAW AND JURISDICTION

7.1 The Assignment Agreement and any matter arising from or in connection with it shall be governed by and construed in accordance with the laws of England.

7.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England over any claim or matter arising from or in connection with this Assignment Agreement.

IN WITNESS WHEREOF this Assignment Agreement has been executed as follows:

Signed for and on behalf of
CAMERON SUBSEA IP LIMITED


AUTHORISED SIGNATORY

Signed for and on behalf of
ONESUBSEA IP UK LIMITED


AUTHORISED SIGNATORY

SCHEDULE
(see attached)

