

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT		
CONVEYING PARTY DATA			
Name			Execution Date
MARSHALL GRAHAM BAILEY			12/09/2016
RECEIVING PARTY DATA			
Name:	AXIOM PROCESS FZE		
Street Address:	DUBAI AIRPORT FREEZONE, 5WAA WEST WING-		
Internal Address:	OFFICE 616, PO BOX 54854		
City:	DUBAI		
State/Country:	UNITED ARAB EMIRATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number		
Patent Number:	8869986		
Patent Number:	8807343		
Application Number:	15308153		
CORRESPONDENCE DATA			
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<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>			
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NAME OF SUBMITTER:	MARK A. HARPER		
SIGNATURE:	/Mark A. Harper/		
DATE SIGNED:	01/25/2017		
Total Attachments: 10			
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DATED 2016

09th November 2016



ASSIGNMENT

by

MARSHALL GRAHAM BAILEY

in favour of

AXIOM PROCESS FZE

THIS IS AN IMPORTANT DOCUMENT WHICH CONFERS LEGAL RIGHTS AND OBLIGATIONS ON THE PARTIES TO IT. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING THIS DOCUMENT AND SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND BY ITS TERMS.

BRODIES ^{LLP}

Brodies LLP
2 Blythswood Square
Glasgow G2 4AD
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THIS ASSIGNMENT IS ENTERED INTO BY

- (1) **Marshall Graham Bailey** of Apt 1302, West Tower, Loft Apartments, Sheikh Mohammed Bin Rashid Blvd. Downtown, Dubai, United Arab Emirates (the "**Assignor**");

in favour of

- (2) **Axiom Process FZE**, a free zone establishment with trade licence number 1900 and whose principal office address is at Dubai Airport Freezone, 5WAA West Wing - Office 616, PO Box 54854, Dubai United Arab Emirates (the "**Assignee**").

BACKGROUND

- (A) The Assignor is an employee of the Assignee and has been involved in developing the Assigned IP (and goodwill therein); and
- (B) The Assignor wishes to confirm that the Assigned IP together with any rights which he may have in the Assigned IP are assigned to the Assignee on the terms herein.

NOW IT IS HEREBY AGREED AS FOLLOWS

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Assignment, the following terms shall have the following meanings unless the context otherwise requires:

- 1.1.1 "**Assignment**" means this Assignment including the Schedule;
- 1.1.2 "**Assigned IP**" means the Know How and any other Intellectual Property Rights in and to the Patents, the AXS Technology or otherwise relating to the Business which were created by the Assignor within the scope of his employment at Axiom Process FZE, including any additions, alterations or improvements derived directly therefrom by the Assignor and which are in existence at the Effective Date;
- 1.1.3 "**AXS Technology**" means the Intellectual Property Rights developed by and on behalf of the Assignee in respect of the AXS Platform, including that utilising the technology which is the subject of the Patents;
- 1.1.4 "**AXS Platform**" means the shale shaker product platform which has been developed by and/or on behalf of the Assignee with the intended launch date at some point in 2017;
- 1.1.5 "**Business**" is as defined by the Main Agreement;
- 1.1.6 "**Business Day**" means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;

- 1.1.7 **"Effective Date"** means 30th November, notwithstanding the date(s) of signature hereof;
- 1.1.8 **"Intellectual Property Rights"** means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service 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;
- 1.1.9 **"Know How"** means any of the Assignor's know-how relating to the Patents, AXS Technology and the Business, and inventions therein;
- 1.1.10 **"Main Agreement"** means the agreement dated on or about the date hereof among the Vendors (the Vendors as defined in the Main Agreement) and National Oilwell Varco UK Limited relating to the sale and purchase of the entire issued share capital of Axiom Process Limited;
- 1.1.11 **"Patents"** means the patents and patent applications, short particulars of which are set out in the Schedule, and any applications filed in any foreign country based thereon, including the right to file foreign applications under the provisions of any convention or treaty; and in and to any confirmation, divisional, continuation, continuation-in-part, or substitute application which may be filed on said invention, inventions or improvements in the United States or in any foreign country; and in and to any and all patents, certificates, utility models, reissues, extensions, additions or confirmations thereof which may be granted in the United States or in any foreign country upon said invention, inventions, or improvements; and
- 1.1.12 **"Schedule"** means the schedule annexed to this Assignment.
- 1.2 Clause and Schedule headings shall not affect the interpretation of this Assignment.
- 1.3 The Schedule forms part of this Assignment and shall have effect as if set out in full in the body of this Assignment. Any reference to this Assignment includes the Schedule.
- 1.4 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.6 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.

1.7 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.

2 ASSIGNMENT

2.1 In consideration of the sum of £1 sterling (receipt of which is hereby acknowledged by the Assignor), the Assignor hereby assigns to the Assignee with effect from the Effective Date to the extent that it may be competent for him to do so and with full title guarantee:

2.1.1 all his property, right, title and interest in the Assigned IP (including all statutory and common law rights);

2.1.2 the right to apply for, prosecute, claim priority from, obtain and register the Assigned IP throughout the world, such that the relevant registration shall be in the name of and vest in the Assignee;

2.1.3 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 past, present or future infringement (or any other cause of action arising from ownership) of the Assigned IP; and

2.1.4 all goodwill and reputation attaching to the Assigned IP and in respect of the business relating to the goods or services for which any of the Assigned IP may be registered or used.

2.2 The Assignor hereby waives, in the Assignee's favour, all moral rights they may have in terms of Chapter IV Part I of the Copyright Designs and Patents Act 1988, and any other similar rights available in any part of the world in relation to the Assigned IP.

3 WARRANTIES

3.1 The Assignor warrants at the Effective Date that:

3.1.1 the Assigned IP are free from any mortgage, standard security, charge, pledge or lien;

3.1.2 so far as the Assignor is actually aware, the Assigned IP are free from any interest or equity of any person (including any right to acquire, option or right of pre-emption or licence), assignment or other encumbrance, priority or security interest or arrangement of whatsoever nature over or in the relevant property.

4 WAIVER UNDER UAE LAW

The Assignor hereby waives any rights he may have in connection with the Assigned IP conferred by Federal Law No. 17/2002 on the Regulation and Protection of Industrial Property of Patents, Designs and Industrial Patterns.

5 FURTHER ASSURANCES

- 5.1 The Assignor shall 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 reasonably requests to vest in the Assignee the full benefit of the right, title and interest in the Assigned IP assigned to the Assignee under this Assignment including such further supplemental documentation as may reasonably be required by the Assignee in order to register the Assignee as proprietor of the Patents at the respective local Patent Offices around the world (hereinafter referred to as the "Local Documents").
- 5.2 Each of the Local Documents and this Assignment shall be regarded as one and the same instrument and in the event of any conflict between the terms of any of the Local Documents and this Assignment, the terms of this Assignment shall prevail.

6 MISCELLANEOUS

- 6.1 No failure or delay by a party to exercise any right or remedy provided under this Assignment 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 that right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 6.2 This Assignment constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. In entering into this Assignment, each party acknowledges that 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 Assignment. Nothing in this clause 6.2 shall limit or exclude any liability for fraud.
- 6.3 No variation of this Assignment shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 6.4 If any court or competent authority finds that any provision of this Assignment (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 Assignment shall not be affected. If any invalid, unenforceable or illegal provision of this

Assignment would be valid, enforceable and legal if some part of it were deleted, the parties shall negotiate in good faith to amend that provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

7 GOVERNING LAW AND JURISDICTION

- 7.1 This Assignment 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 and construed in all respects in accordance with English Law and the parties hereby agree that the English Courts will have the exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Assignment or its subject matter or formation (including non-contractual disputes or claims).
- 7.2 The Assignor agrees to submit to the non-exclusive jurisdiction of the courts of Dubai for the purpose of the enforcement of any judgment or award for damages, specific performance or any other remedy to procure compliance by the Assignor with this Assignment.

IN WITNESS WHEREOF these presents consisting of this and the preceding four (4) pages are, together with the Schedule executed as follows:

MARSHALL GRAHAM BAILEY

signature of Mr. Bailey

09-12-2016
date of signing

DUBAI, UAE
place of signing

signature of witness

TIMOTHY PETER BAILEY
full name of witness (print)

10 BOX 54754
DUBAI, UAE
address of witness

AXIOM PROCESS FZE

signature of authorised signatory

09-12-2016
date of signing

MARSHALL BAILEY
full name of authorised signatory (print)

DUBAI, UAE
place of signing

signature of witness

TIMOTHY PETER BAILEY
full name of witness (print)

10 BOX 54754
DUBAI, UAE
address of witness

THIS IS THE SCHEDULE TO THE ASSIGNMENT ENTERED INTO BETWEEN MARSHALL GRAHAM BAILEY AND AXIOM PROCESS FZE ON.....

SCHEDULE
PATENTS

M&C File	Title	Country	Application No Publication No/Grant no	Application Date Grant/Reg Date	Applicant Client Ref	Status
PE953850GBA	Screening Methods and Apparatus (Pre-Screen)	United Kingdom	1301099.6 2495258	24/06/2011	Bailey	Published
PE953850USA	Screening Methods and Apparatus (Pre-Screen)	United States of America	13/224889	24/06/2011	Bailey	Granted/Registered
PE953850USB	Screening Methods and Apparatus (CIP2)	United States of America	8807343 13/458863 8869986	19/08/2014 24/06/2011 28/10/2014	Bailey	Granted/Registered
PE954270BR	Screen Assembly (Double Screen) Intl :	Brazil	112013020320 0	13/04/2012	Bailey	Published
PE954270EP	Screen Assembly (Double Screen)	European Patent Office	12717804.4 2696995	13/04/2012	Bailey	Published
PE954270GBA	Screen Assembly (Double Screen)	United Kingdom	1319992.2 2505582	13/04/2012	Bailey	Published
PE954738NO	Vibratory Screening Apparatus (AX2)	Norway	20140421	31/08/2012	Bailey	Filed

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PATENT

PE954738GBA	Vibratory Screening Apparatus (AX2)	United Kingdom	1404273.3	31/08/2012	Bailey	Published
			2507932			
PE956324AU	Screening Apparatus (Series three in pond)	Australia	National Phase of PCT/GB2015/051299	01/05/2015	Bailey	Filed
PE956324EP	Screening Apparatus (Series three in pond)	European Patent Office	15721309.1	01/05/2015	Bailey	Filed
PE956324WO	Screening Apparatus (Series three in pond)	Patent Cooperation Treaty	PCT/GB2015/051299	01/05/2015	Bailey	In progress
			WO2015/166282			
PE956324US	Screening Apparatus (Series three in pond)	United States of America	15/308153	01/05/2015	Bailey	Filed
PE957943GB	Screening apparatus (vibratory drive)	United Kingdom	1617106.8	07/10/2016	Bailey	Filed
PE957942GB	Screening apparatus (deeper reservoir)	United Kingdom	1617435.1	14/10/2016	Bailey	Filed


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