

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT & LICENSE OF INTELLECTUAL PROPERTY RIGHTS
CONVEYING PARTY DATA	
Name	Execution Date
SHELL OIL COMPANY	12/08/2016
RECEIVING PARTY DATA	
Name:	CAMERON INTERNATIONAL CORPORATION
Street Address:	4601 WESTWAY PARK BLVD.
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77041
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14078157
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	patents@chamberlainlaw.com
Correspondent Name:	CHAMBERLAIN, HRDLICKA
Address Line 1:	1200 SMITH STREET, 14TH FLOOR
Address Line 4:	HOUSTON, TEXAS 77002
ATTORNEY DOCKET NUMBER:	111078-032100US
NAME OF SUBMITTER:	JACINTA L. BENDER
SIGNATURE:	/Jacinta L. Bender/
DATE SIGNED:	01/20/2017
Total Attachments: 7	
source=Shell Assignment#page1.tif	
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ASSIGNMENT AND LICENSE
OF INTELLECTUAL PROPERTY RIGHTS

This Assignment and License of Intellectual Property Rights ("this Agreement") is entered into on November 22, 2016, ("the Effective Date") by and between,

Cameron International Corporation ("Cameron"), a Delaware corporation, having a place of business at 4601 Westway Park Blvd., Houston, TX 77041, and

Shell Oil Company ("Shell"), a Delaware corporation, having a place of business at 910 Louisiana, Houston, Texas 77002,

(each a "Party" and collectively the "Parties").

Whereas, Cameron and Shell, through their respective employees, have developed certain inventions that are the subject of the Relevant Patents as further defined below; and

Whereas, the Relevant Patents have been jointly owned by Cameron and Shell; and

Whereas, Cameron and Shell wish to clarify each Party's rights and obligations in and to the Relevant Patents.

Therefore, the Parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I
DEFINITIONS

Affiliate with respect to Cameron means any corporation or other entity that controls, is controlled by or is under common control with a Party to this Agreement. A corporation or other entity shall be regarded as in control of another corporation or non-corporate entity if it owns or directly or indirectly controls at least fifty percent (50%) of the voting stock of the other corporation or if, (a) in the absence of the ownership of at least fifty percent (50%) of the voting stock of a corporation or (b) in the case of a non-corporate entity, it possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such corporation or non-corporate entity.

Affiliate with respect to Shell means

(i) Royal Dutch Shell plc ("RDS") and any company or other legal entity other than Shell Oil Company which, at the time in question, is directly or indirectly controlled by RDS; and

(ii) any company or other legal entity which, at the time in question, is being managed or operated by Shell Oil Company, or a company as defined in (i) above; or to which Shell Oil Company, or a company defined in (i) above, is providing services under a construction, operating or technical services agreement on a cost sharing basis.

For the purpose of this definition, a particular company (i) is directly controlled by another company if that latter company legally owns fifty per cent or more of the voting rights

attached to the issued share capital, or voting interest, of the first mentioned company; and (ii) is indirectly controlled by another company if a series of companies can be specified, beginning with that latter company and ending with the first mentioned company, so related that each company of the series (except the latter company) is directly controlled by one or more of the companies earlier in the series.

Relevant Patents means patents and patent applications as listed in Exhibit A to this Agreement, and patents or patent applications—whether presently filed or filed in the future—claiming priority or within the same family thereto, including all reissues, reexaminations, continuations, continuations-in-part, divisionals and extensions thereof and any patent applications that claim priority based thereon, under the provisions of any law, convention or treaty and in any jurisdiction worldwide.

Third Party means any person, party or entity other than Cameron, Shell and their respective Affiliates, officers and employees. By way of example and not by limitation, Third Parties shall include any and all consultants, professional advisors, agents, contractors or other third parties engaged by Cameron or Shell or their respective Affiliates pursuant to the terms and conditions of this Agreement.

ARTICLE II **ASSIGNMENT**

2.1 Subject to Shell's license as set forth in Section 3, Shell hereby assigns, transfers, grants, and conveys all of Shell's rights, title and interest in and to the Relevant Patents to Cameron. This assignment of includes but is not limited to:

- a. the patents and patent applications identified in the preamble above; and
- b. with respect to the patents and patent applications assigned under 2.1(a), the right to:
 - i. the invention claimed therein;
 - ii. all Letters Patents that may be granted thereon worldwide;
 - iii. all reissues, reexaminations, continuations, continuations-in-part, divisionals and extensions thereof; and
 - iv. apply for any patents, file any patent applications or claim priority based thereon, under the provisions of any law, convention or treaty and in any jurisdiction worldwide.

2.2 The assignment in Section 2.1 is complete and undivided, and includes the right (a) in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and (b) to sue or otherwise bring or maintain, worldwide, any action, whether pending or uninitiated, for any past, present or future infringement of, or breach of obligation regarding, or misappropriation of, the Relevant Patents, and the right to collect and receive all benefits and damages therefrom.

2.3 Shell agrees that it shall, upon the request of and at the expense of Cameron:

- a. execute any documents necessary to secure, maintain or enforce Cameron's rights in the Relevant Patents; and
- b. cooperate, in good faith, with Cameron, including joining a suit if necessary, to enforce Cameron's rights in the Relevant Patents.

2.4 In no event shall this Agreement be deemed to sell, assign, transfer, grant, or convey to Cameron or Shell any right, title or interest in or to any intellectual property beyond the Relevant Patents.

ARTICLE III **LICENSE OF RIGHTS**

3.1 In consideration for the assignment of Shell's interest in the Relevant Patents, Cameron agrees to grant, and hereby does grant to Shell, their Affiliates, and their successors and assigns a perpetual, worldwide, irrevocable, transferable, sublicensable, royalty-free, fully paid-up, non-exclusive license to make, have made, use, have used, sell, offer for sale, export and import products and processes encompassed by the Relevant Patents. Shell and its Affiliates and sublicensees shall not be required to account to, or share with Cameron any revenues, royalties or compensation received as a result of the use, sale of products or processes encompassed by the Relevant Patents.

ARTICLE IV **PATENT PROSECUTION**

4.1 Cameron shall file, manage and fund the prosecution and maintenance of the Relevant Patents.

4.2 Shell shall provide reasonable assistance in the filing, preparation, prosecution, and execution of all appropriate instruments and documents beneficial for such registration. Upon request, each Party shall provide to the other reasonable access to documents related to or beneficial for prosecution of the Relevant Patents.

4.3 In the event that Cameron decides that it will abandon a pending or granted Relevant Patent, Cameron will first offer to assign Cameron's rights in that Relevant Patent back to Shell, at which time Shell agrees to grant, and hereby does grant, to Cameron, for the benefit of Cameron, their Affiliates, and their successors and assigns, a perpetual, worldwide, irrevocable, transferable, sublicensable, royalty-free, fully paid-up, non-exclusive license to make, have made, use, sell, offer for sale, and import products and processes encompassed by that Relevant Patent. Cameron and its Affiliates and sublicensees shall not be required to account to, or share with Shell any revenues, royalties or compensation received as a result of the use, sale of products or processes encompassed by the Relevant Patents

ARTICLE V
REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS

5.1 Each Party represents and warrants to the other that as of the Effective Date the following are correct:

- a. Each Party is a corporation organized, existing and in good standing under the laws of their respective jurisdictions of incorporation;
- b. Each Party has the power and authority to enter into this Agreement, and the signatory on its behalf is authorized to execute this Agreement and to bind its principal to the terms and conditions stated herein;
- c. Shell has the right to transfer its ownership interest in the Relevant Patents to Cameron; and
- d. To the best of each Party's knowledge, there are no pre-existing agreements with any Third Party that would conflict with the provisions of this Agreement, including limitations or restrictions on the use, license, or transfer of rights to the Relevant Patents.

5.2 OTHER THAN PROVIDED FOR IN SECTION 5.1 ABOVE, THE PARTIES MAKE NO REPRESENTATIONS, CONDITIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE RELEVANT PATENTS, INCLUDING ANY WARRANTIES ABOUT FREEDOM FROM INFRINGEMENT OR THE SUITABILITY FOR ANY PURPOSE OF THE TECHNOLOGY DISCLOSED IN THE RELEVANT PATENTS.

5.3 Each Party agrees that it will indemnify and hold harmless the other Party from any and all Third Party claims against the indemnitee arising from the indemnitor's activities related to the Relevant Patents.

5.4 IN NO EVENT SHALL THE PARTIES BE LIABLE FOR INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING FROM ANY BREACH OF THIS AGREEMENT.

5.5 ANY PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES OR EXCLUSION OF DAMAGES IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER SUCH PROVISION AND TO BE ENFORCED AS SUCH. IF ANY LIMITED REMEDY PROVIDED HEREIN IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, THEN ALL OTHER LIMITATIONS OF LIABILITY AND EXCLUSION OF DAMAGES SET FORTH HEREIN SHALL NONETHELESS REMAIN IN EFFECT.

ARTICLE VI
GENERAL PROVISIONS

6.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to the principles of conflicts of law thereof.

6.2 Each of the Parties irrevocably agrees that if any dispute between the parties relating to this Agreement cannot be resolved amicably by the Parties, any action or proceeding with respect to this Agreement or for recognition and enforcement of any judgment in respect thereof brought by the other party hereto or its successors or assigns, shall be brought and determined in a Texas state court or U.S. federal district court located in Harris County, Texas, and each of the Parties hereby irrevocably submits with regard to any such action or proceeding for itself, generally and unconditionally, to the exclusive jurisdiction of the aforesaid courts; provided, however, that such consent to jurisdiction is solely for the purpose referred to in this Section 6.2 and shall not be deemed to be general submission to the jurisdiction of said courts or in the State of Texas other than for such purpose.

6.3 If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect and be enforceable. The parties agree to negotiate in good faith an enforceable substitute provision for any invalid or unenforceable provision that most nearly achieves the intent of such provision.

6.4 No modification or amendment to this Agreement, nor any waiver of any rights, will be effective unless assented to in writing by the party to be charged, and the waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default.

6.5 This Agreement shall inure to the benefit of, and be binding on, the Parties and their legal representatives, successors, and assigns.

6.6 This Agreement may be executed in counterparts or duplicate originals, both of which shall be regarded as one and the same instrument, and which shall be the official and governing version in the interpretation of this Agreement. This Agreement may be executed by facsimile signatures and such signatures shall be deemed to bind each party as if they were original signatures.

6.7 This Agreement contains the entire agreement between the Parties regarding the subject matter contained herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives:

Cameron International Corporation



Signature

Manish Vyas

Printed Name

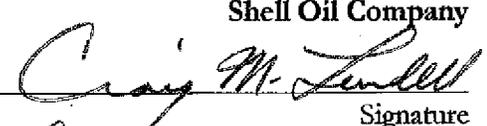
Attorney-In-Fact

Title

12-9-2016

Date

Shell Oil Company



Signature

Craig M. Lundell

Printed Name

Vice President Intellectual Property

Title

12-8-16

Date

EXHIBIT A

Family ID (CAM) No.	Inventors	Title	Country	Application Number	Patent Number
031777	VAN WIJK (SHELL); GAUDE, WHITBY, MCWHORTER (CAMERON)	SUBSEA PRESSURE REDUCTION SYSTEM	U.S.	13/654607	9140090
			U.S.	14/861696	
			Nigeria	NG/PY/C/2014/136	
			PCT	PCT/US2012/060790	
			Brazil	BR112014008427-6	
			Malaysia	PI2014001141	
			China	201280062824.3	
			Singapore	11201401530T	11201401530T
			Australia	2012926102	
			EPO	12842117.9	
			U.S.	61/548849	
032082	VAN WIJK (SHELL); MATTEUCCI, GAUDE (CAMERON)	ASSEMBLY AND SYSTEM INCLUDING A SURGE RELIEF VALVE	PCT	PCT/US2014/065065	
			U.S.	14/078157	
032212	VAN WIJK (SHELL); GAUDE (CAMERON)	CLOSED-LOOP SOLENOID SYSTEM	U.S.	14/946326	
032320	LUGTMEIER (SHELL); LINHART (CAMERON)	WELLHEAD TIEDOWN SYSTEM	U.S.	62/166747	
032323	VAN WIJK (SHELL); WHITBY (CAMERON)	PRESSURE VARIANCE SYSTEMS FOR SUBSEA FLUID INJECTION	U.S.	14/952830	
032324	VAN WIJK (SHELL); WHITBY (CAMERON)	SYSTEM AND METHOD FOR INSTALLING SUCTION PILES	U.S.	14/952668	