

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4546188

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	HAREESH VEPURI	08/09/2017
RECEIVING PARTY DATA		
Name:	AQUAMARINE SUBSEA HOUSTON, INC.	
Street Address:	3810 MAGNOLIA STREET	
Internal Address:	BUILDING A	
City:	PEARLAND	
State/Country:	TEXAS	
Postal Code:	77584	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15617974
CORRESPONDENCE DATA		
Fax Number:	(214)200-0853	
<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:	214-651-5000	
Email:	ipdocketing@haynesboone.com	
Correspondent Name:	HAYNES AND BOONE, LLP	
Address Line 1:	2323 VICTORY AVENUE, SUITE 700	
Address Line 2:	IP SECTION	
Address Line 4:	DALLAS, TEXAS 75219	
ATTORNEY DOCKET NUMBER:	48538.15US01	
NAME OF SUBMITTER:	DELAUNDA N. LANFORD	
SIGNATURE:	/Delaunda N. Lanford/	
DATE SIGNED:	08/11/2017	
Total Attachments: 3		
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ASSIGNMENT

WHEREAS, Hareesh Vepuri (an "ASSIGNOR"), a citizen of India, residing at 6520 Broadway Street, Apt. #516, Pearland, Texas, 77581, United States of America, has developed and is the owner of certain inventions as embodied in and represented by the Intellectual Property, as defined below.

"Intellectual Property" shall collectively mean the technology developed by ASSIGNOR and generally titled:

PASSIVE INLINE MOTION COMPENSATOR

as well as any application related thereto, including, without limitation, the application(s):

☐ of even date filed herewith;

☒ filed on June 8, 2017 and assigned United States application number 15/617,974

WHEREAS, each ASSIGNOR is desirous of assigning all of his right in the Intellectual Property to Aquamarine Subsea Houston, Inc. ("ASSIGNEE"), a corporation, doing business at 3810 Magnolia Street, Building A, Pearland, Texas 77584, United States of America.

NOW, THEREFORE, subject to the terms, conditions, covenants and provisions of this Assignment, and in consideration of Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each ASSIGNOR, the parties hereto, intending legally to be bound, agree as follows:

Each ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE, its successors and assigns, said ASSIGNOR'S entire right, title, and interest in the Intellectual Property, including, without limitation, (i) all United States and foreign rights therein, whether patentable or not, and in and to aforesaid patents, patent applications and any divisions or continuations thereof, and any patents or similar registrations obtained for the Intellectual Property in the United States and foreign countries, or issuing out of said application or any such provisional, divisional or continuation thereof, and any reissues or extensions of any such patents, as well as all rights to claim priority to any of the foregoing and (ii) all causes of action, past, present, and future, for infringement, unfair competition or otherwise with respect to the Intellectual Property and all disclosures of ideas, whether or not patentable and all pending applications.

Each ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

Each ASSIGNOR hereby covenants that (i) he believes himself to be the original and first inventor of the subject matter of the Intellectual Property; (ii) he has the full right to convey his entire right, title and interest in said Intellectual Property, and (iii) he has not executed and will not execute any agreement in conflict herewith.


Each ASSIGNOR further covenants that he will not undertake any activity to erode or challenge the ASSIGNEE'S rights in the Intellectual Property assigned hereunder.

Each ASSIGNOR further covenants that he will, at any time, upon ASSIGNEE'S request, execute and deliver any and all papers that may be necessary or desirable to perfect the title in the Intellectual Property, or any patents that may be granted therefore, in the ASSIGNEE, its successors and assigns, and if ASSIGNEE, or its assignee, desires to make a substitute, divisional or continuation application for said Intellectual Property, or to secure a reissue or extension of any Letters Patent, to file disclaimer relating thereto, or an application for a corresponding patent in any foreign country, or undertake any other act to secure and protect the ASSIGNEE'S rights in the Intellectual Property, that he will upon request, sign all papers, make all rightful oaths, and do all lawful acts requisite for the said purposes, but at the expense of the ASSIGNEE.

Each ASSIGNOR hereby acknowledges that the entire beneficial interest in the Intellectual Property and to which the above application relates is irrevocably vested in the ASSIGNEE including the right to make the application for protection in all countries abroad and to claim priority under the International Convention for such applications and hereby assents to the making of any such applications, with or without priority claims, and of any divisional application resulting therefrom.

Each ASSIGNOR further covenants that he will at all times communicate to the ASSIGNEE, its successors, assigns or legal representatives, all facts relating to the Intellectual Property, or the history thereof, known to him, and testify as the same in interferences or other litigation, when requested so to do.

Executed and delivered this 9 day of August 2017.

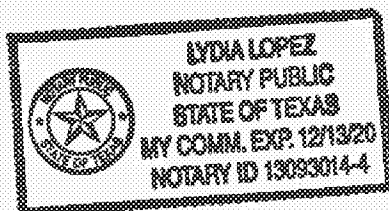

Inventor: Hareesh Vepuri

State of Texas

County of Brazoria

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BEFORE ME, the undersigned authority, personally appeared this 9th day of August 2017, Hareesh Vepuri, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he signed, sealed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.




Notary Public in and for the State of Texas

My Commission Expires: 12/13/2020