

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT4643319

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ECOSSE SUBSEA SYSTEMS LIMITED	05/05/2015
RECEIVING PARTY DATA	
Name:	MICHAEL WILLIAM NEIL WILSON
Street Address:	BURNFOOT, UPPER LOCHTON
Internal Address:	BANCHORY
City:	ABERDEENSHIRE
State/Country:	SCOTLAND
Postal Code:	AB31 4ES
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	13691076
Application Number:	14083095
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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Email:	iplaw@gablelaw.com
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Address Line 1:	100 W 5TH STREET
Address Line 2:	SUITE 1100
Address Line 4:	TULSA, OKLAHOMA 74103
ATTORNEY DOCKET NUMBER:	009044-00008, 00018
NAME OF SUBMITTER:	FRANK J CATALANO
SIGNATURE:	/Frank J. Catalano/
DATE SIGNED:	10/17/2017
Total Attachments: 8	
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DATED 5 MAY 2015

ASSIGNATION

by

Ecosse Subsea Systems Limited

in favour of

Mr Michael William Neil Wilson

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
Brodies House
31 – 33 Union Grove
Aberdeen
AB10 6SD

ECO0013.00001

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THIS ASSIGNATION IS ENTERED INTO BY

- (1) **Ecosse Subsea Systems Limited**, a company incorporated in Scotland with registered number SC163105 and having its registered office at Commercial House, 2 Rubislaw Terrace, Aberdeen AB10 1XE (the "Assignor");

in favour of

- (2) **Mr Michael William Neil Wilson** of Burnfoot, Upper Lochton, Banchory, AB31 (the "Assignee").

BACKGROUND

- (A) The Assignee previously assigned the Assigned IP (as defined below) to the Assignor on 23 January 2015. The assignment of the Assigned IP (as defined below) was not registered with the relevant patent authorities and so the Assignee is currently named as the registered proprietor of the Assigned IP (as defined below), however, the assignment on 23rd January was effective and so the Assignor is the owner of the Assigned IP (as defined below) (and the goodwill therein); and
- (B) The parties have agreed that the Assignor will assign the Assigned IP (as defined below) back to the Assignee in accordance with the terms of this Assignment (as defined below).

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 Patents together with any Know How, and all Intellectual Property Rights in, relating to and derived from each of the foregoing including without limitation any unregistered trademarks used, design rights, know-how, additions, alterations or improvements to the foregoing;
- 1.1.3 "Business Day" means a day other than a Saturday, Sunday or public holiday in Scotland when banks in Edinburgh are open for business;
- 1.1.4 "Effective Date" means 5 May 2015;
- 1.1.5 "Encumbrance" means and includes any interest or equity of any person (including any right to acquire, option or right of pre-emption or licence) or any mortgage, standard security, charge, pledge, lien or assignment or other encumbrance, priority or security interest or arrangement of whatsoever nature over or in the relevant property;

- 1.1.6 "Intellectual Property Rights" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks 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;
- 1.1.7 "Know How" means any of the Assignor's know-how relating to the Patents and inventions therein;
- 1.1.8 "Licence Agreements" shall have the meaning ascribed to it in clause 2.2;
- 1.1.9 "Patents" means the patent applications and the right to file any further applications as national phases derived from these or the PCT, short particulars of which are set out in the Schedule; and
- 1.1.10 "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 ASSIGNATION**
- 2.1 In consideration of the undertaking set out in clause 2.2, and the sum of £1 sterling (receipt of which is hereby acknowledged by the Assignor) which sum exceeds the book value of the Assigned IP and reflects that the Assigned IP has not yet generated any cash or income for the Assignor and in the Assignor's view represents a fair value of the Assigned IP to the Assignee, the

Assignor hereby assigns to the Assignee with effect from the Effective Date to the extent that it may be competent for it to do so:

- 2.1.1 all its 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 Notwithstanding the assignation under clause 2.1, the Assignee undertakes that it will enter into the following licence agreements within 3 months of the Effective Date: -
- 2.2.1 an exclusive licence agreement with Ecosse Subsea SCAR Holdings Limited (Company Number SC496885), in respect of Patents G, H, I and J (as specified in the Schedule) together with all associated Know-How and Intellectual Property Rights, the terms of which must be approved in advance by the Assignor; and
 - 2.2.2 an exclusive licence with Ecosse Subsea OS Spoolbase Limited (Company Number SC496892), in respect of Patents A, B, C, D, E, and F (as specified in the Schedule) together with all associated Know-How and Intellectual Property Rights, the terms of which must be approved in advance by the Assignor.
- 2.3 (together, the "**Licence Agreements**"). If the Assignee has not entered into the Licence Agreements within three months of the Effective Date, the Assignee undertakes that it will assign the Assigned IP back to the Assignor for the sum of £1 or for fair market value (as determined by the Assignor at its sole discretion), unless the Assignor agrees in writing to extend the period within which the Assignee can enter into the Licence Agreements.

3 **WARRANTIES**

The Assignor warrants to the Assignee at the Effective Date that it has (a) full power to enter into and perform this Assignment and (b) positive distributable reserves in excess of £1.

4 FURTHER ASSURANCES

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.

5 MISCELLANEOUS

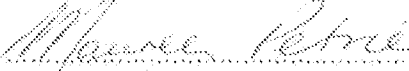
- 5.1 No failure or delay by a party to exercise any right or remedy provided under this Assignment or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of that right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 5.2 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 5.2 shall limit or exclude any liability for fraud.
- 5.3 No variation of this Assignment shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 5.4 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.

6 GOVERNING LAW AND JURISDICTION


- 6.1 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 Scots Law and the parties hereby agree that the Scottish 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).

6.2 The parties will attempt to settle any dispute relating to this Assignment amicably prior to commencing legal proceedings. **IN WITNESS WHEREOF** these presents consisting of this and the preceding 4 pages are, together with the Schedule, executed as follows:

For and on behalf of Ecosse Subsea Systems Limited


signature of director 5 MAY 2015
date of signing


MAUREEN ELIZABETH PETRIE
full name of director (print) Banchory
place of signing


signature of witness

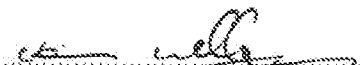
Koir Willox
full name of witness (print) Solicitor & Notary Public
The Commercial Law Practice LLP
2 Rubislaw Terrace
Aberdeen, AB10 1XE, UK

address of witness

Mr Michael William Neil Wilson


signature of Michael William Neil Wilson 5 MAY 2015
date of signing

Banchory
place of signing


signature of witness

Koir Willox
full name of witness (print) Solicitor & Notary Public
The Commercial Law Practice LLP
2 Rubislaw Terrace
Aberdeen, AB10 1XE, UK
address of witness

THIS IS THE SCHEDULE TO THE ASSIGNATION ENTERED INTO BETWEEN ECOSSE SUBSEA SYSTEMS LIMITED AND MR MICHAEL WILLIAM NEIL WILSON ON 5 MAY 2015.

SCHEDULE

PATENT REF	Client Short Title	Named Registered Proprietor as at Effective Date	Parentage	Country / Territory	Filing Date	Publication / Registration No.	Application No.	Status
A	Olympic Spooling	Michael W. N Wilson	PCT/US2009/053014	Angola	06/08/2009	-	1801	Pending
B	Olympic Spooling	Michael W. N Wilson	PCT/US2009/053014	Brazil	06/08/2009	-	P10912068-8	Pending
C	Olympic Spooling	Michael W. N Wilson	PCT/US2009/053014	Malaysia	06/08/2009	-	2011000569	Pending
D	Olympic Spooling	Michael W. N Wilson	PCT/US2009/053014	Norway	06/08/2009	-	20110311	Pending
E	Olympic Spooling	Michael W. N Wilson	PCT/US2009/053014	United Kingdom	06/08/2009	GB2475009	1103857.7	Granted
F	Olympic Spooling	Michael W. N Wilson	PCT/US2009/053014	Nigeria	06/08/2009	NG/C/2011/187	NG/C/2011/187	Granted
G	Over-the-Stem Plow	Michael W. N Wilson	-	United States	30/11/2012	US2014150303	US 13/691,076	Pending
H	Over-the-Stem Plow	Michael W. N Wilson	PCT/IB2013/000697	PCT (International)	16/04/2013	WO2014083391	PCT/IB2013/000697	Pending
I	Burial Assessment Surveys - CIP	Michael W. N Wilson	US CIP of 13/691,076	United States	18/11/2013	US2014154014	14/083095	Pending
J	Burial Assessment Surveys	Michael W. N Wilson	-	PCT (International)	14/10/2014	-	PCT/GB2014/053088	Pending

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