

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT4644250

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MICHAEL WILLIAM NEIL WILSON	08/30/2016
RECEIVING PARTY DATA	
Name:	ECOSSE SUBSEA SYSTEMS LIMITED
Street Address:	2 RUBISLAW TERRACE
Internal Address:	COMMERCIAL HOUSE
City:	ABERDEEN
State/Country:	SCOTLAND
Postal Code:	AB10 1XE
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	14749032
Application Number:	14976909
CORRESPONDENCE DATA	
Fax Number:	(918)595-4990
<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
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ATTORNEY DOCKET NUMBER:	009044-00029; 00031
NAME OF SUBMITTER:	FRANK J CATALANO
SIGNATURE:	/Frank J. Catalano/
DATE SIGNED:	10/17/2017
Total Attachments: 11	
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ASSIGNATION

of SCAR Intellectual Property

By

Mr. Michael William Neil Wilson

in favour of

Ecosse Subsea Systems Limited

Gateley (Scotland) LLP
Exchange Tower
18 Canning Street
Edinburgh EH3 8EH
United Kingdom
DX ED27
Ref: HAB/ECO0011.00002
www.hbjgateley.com

A/13418088/4

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THIS ASSIGNATION IS ENTERED INTO BY

- (1) **MR. MICHAEL WILLIAM NEIL WILSON** of Burnfoot, Upper Lochton, Banchory, AB31 4ES (**Assignor**);
- (2) **ECOSSE SUBSEA SYSTEMS LIMITED** incorporated and registered in Scotland with company number SC163105 and having its registered office at Commercial House, 2 Rubislaw Terrace, Aberdeen, AB10 1XE (**Assignee**).

BACKGROUND

- (A) The Assignor is the registered and unregistered owner as applicable of the Assigned IP (and goodwill therein in these) and the Domain Names (each as defined below); and
- (B) As part of an intra-group reorganisation, the parties have agreed that the Assignor shall transfer all intellectual property rights which relate to the SCAR System to the Assignee; and
- (C) The Assignor is willing to assign to the Assignee the Assigned IP.

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 **"2015 Assignment"** means the assignment granted by the Assignor to the Assignee and dated 23 January 2015 under which certain of the Assigned IP was assigned from the Assignor to the Assignee;
- 1.1.2 **"2015 Re-Assignment"** means the assignment granted by the Assignee to the Assignor under which the Assigned IP which was assigned under the 2015 Assignment was assigned back to the Assignor;
- 1.1.3 **"Assignment"** means this Assignment including the Schedule;
- 1.1.4 **"Assigned IP"** means the Patents together with any Know How, and all Intellectual Property Rights in, relating 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;
- 1.1.5 **"Business Day"** means a day other than a Saturday, Sunday or public holiday in Scotland when banks in Edinburgh are open for business;
- 1.1.6 **"Deeds of Variation"** means the three deeds of variation entered into by the Assignor and the Assignee on 31 July 2015, 3 November 2015 and 2 May 2016 respectively, each of which varied the terms of the 2015 Re-Assignment;
- 1.1.7 **"Effective Date"** means **30 August 2016**;

- 1.1.8 **"Encumbrance"** means and includes any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, standard security, charge, pledge, lien or assignation or other encumbrance, priority or security interest or arrangement of whatsoever nature over or in the relevant property;
- 1.1.9 **"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;
- 1.1.10 **"Know How"** means any of the Assignor's know-how relating to the Patent and inventions therein;
- 1.1.11 **"Patents"** means the patents and patent applications and the right to file any further applications as national phases derived from these patents or patent applications, short particulars of which are set out in the Schedule; 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 ASSIGNATION**
- 2.1 The Assignor hereby assigns to the Assignee with effect from the Effective Date:

- 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.

3 WARRANTIES

The Assignor warrants at the Effective Date that:

- 3.1 it has full power to enter into and perform this Assignment; and
- 3.2 all (and each part of) the Assigned IP is free from Encumbrances.

4 MORAL RIGHTS

The Assignor hereby waives and confirms that he has procured a waiver of all moral rights arising in relation to copyright in the Knowhow together with any broadly equivalent rights held in any territory of the world, in each case to the extent legally possible.

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.
- 5.2 The Assignee shall meet the Assignor's reasonable expenses in complying with clause 5.1.
- 5.3 For the avoidance of doubt, the Assignee shall pay all costs, fees and expenses incurred in connection with registering the transfer of title to the Assigned IP at the relevant registries.

6 RE-ASSIGNATION AGREEMENT

- 6.1 The Assignor and the Assignee acknowledge that the licence agreements referred to in clause 2.2 of the 2015 Re-Assignment have not been entered into and will not be entered into, and accordingly agree to vary the terms of the 2015 Re-Assignment as follows:
 - 6.1.1 Clauses 1.1.8, 2.2 and 2.3 of the 2015 Re-Assignment, as amended by the Deeds of Variation, shall be deleted.

7 MISCELLANEOUS


- 7.1 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.
- 7.2 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 7.2 shall limit or exclude any liability for fraud.
- 7.3 No variation of this Assignment shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 7.4 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.

8 GOVERNING LAW AND JURISDICTION

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).

8.1 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:

By Mr. Michael William Neil Wilson


.....
signature

30/8/2016
.....
date of signing

ABERDEEN
.....
place of signing


.....
signature of witness

SAMUEL ROBERT LAWTON
.....
full name of witness (print)

19 RUBISCAW TERRACE
.....

ABERDEEN AB10 1XE
.....
address of witness

For and on behalf of Ecosse Subsea Systems Limited



signature of director

30/9/2016

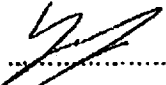
date of signing

MICHAEL COLE

full name of director (print)

ABERDEEN

place of signing



signature of witness

SAMUEL ROBERT LAWSON

full name of witness (print)

19 RUBISCAW TERRACE

ABERDEEN AB10 1XE

address of witness

THIS IS THE SCHEDULE REFERRED TO IN THE ASSIGNATION ENTERED INTO BETWEEN MR. MICHAEL WILLIAM NEIL WILSON AND ECOSSE
SUBSEA SYSTEMS LTD 20TH AUGUST 2016

SCHEDULE

Title	Registered Proprietor/Applicant	Parentage	Country/territory	Filing Date	Publication/ Registration No	Application No.	Status
Over-the-Stern-plow	Michael W.N Wilson	-	United States	30/11/2012	US201450303	US 13/691,076	Pending
Over-the-Stern-plow	Michael W.N Wilson	PCT/IB2013/000697	Europe	16/04/2013	-	13728243 .0	Pending
Over-the-Stern-plow	Michael W.N Wilson	PCT/IB2013/000697	Australia	16/04/2013	-	2013350868	Pending
Over-the-Stern-plow	Michael W.N Wilson	PCT/IB2013/000697	Brazil	16/04/2013	-	BR 1120150125115	Pending
Over-the-Stern-plow	Michael W.N Wilson	PCT/IB2013/000697	Canada	16/04/2013	-	2892034	Pending
Over-the-Stern-plow	Michael W.N Wilson	PCT/IB2013/000697	Japan	16/04/2013	-	1100116872	Pending
Burial Assessment Surveys-CIP (SUST)	Michael W.N Wilson	US CIP of 136/691,076	United States	18/11/2013	US2014154014	14/083095	Pending
Burial Assessment Surveys (SUST)	Michael W.N Wilson	-	PCT (International)	14/10/2014	-	PCT/2014/05308 8	Pending
Over-The-Stern-Deep Digging Trenching Plow	Michael W.N Wilson	-	United States	24/06/2015	-	14/749,032	Pending
Over-The-Stern-Deep Digging Trenching Plow	Michael W.N Wilson	-	PCT (International)	17/05/2016	TBC	PCT/GB2016/051 416	Pending
Seabed Plow Capable of Over- the-Stern Release and Retrieval in Any Boulder Clearing, Trenching, and Backfill Configurations	Michael W.N Wilson	-	United States	30/11/2012	US2014/0150303	US 13/691076	Pending
Seabed Plow Capable of Over- the-Stern Release and Retrieval in any Boulder Clearing, Trenching, and Backfill Configurations	Michael W.N Wilson	13/691,076 30/11/2012 United States	PCT	16/04/2013	WO2014/083391	PCT/IB2013/000 697	Expired

Title	Registered Proprietor/Applicant	Parentage	Country/territory	Filing Date	Publication/Registration No	Application No.	Status
Seabed Plow Capable of Over-the-Stern Release and Retrieval in any Boulder Clearing, Trenching, and Backfill Configurations	Michael W.N Wilson	PCT/IB2013/000697 16/04/2013 PCT 13/691,076 30/11/2012 United States	Australia	21/05/2015	-	2013350868	Pending
Seabed Plow Capable of Over-the-Stern Release and Retrieval in any Boulder Clearing, Trenching, and Backfill Configurations	Michael W.N Wilson	PCT/IB2013/000697 16/04/2013 PCT 13/691,076 30/11/2012 United States	Brazil	28/05/2015	-	BR11201501251 15	Abandoned
Seabed Plow Capable of Over-the-Stern Release and Retrieval in any Boulder Clearing, Trenching, and Backfill Configurations	Michael W.N Wilson	PCT/IB2013/000697 16/04/2013 PCT 13/691,076 30/11/2012 United States	Canada	05/21/2015	-	2892034	Pending
Seabed Plow Capable of Over-the-Stern Release and Retrieval in any Boulder Clearing, Trenching, and Backfill Configurations	Michael W.N Wilson	PCT/IB2013/000697 16/04/2013 PCT 13/691,076 30/11/2012 United States	Europe	06/15/2015	-	13728243.0	Pending
Seabed Plow Capable of Over-the-Stern Release and Retrieval in any Boulder Clearing, Trenching, and Backfill Configurations	Michael W.N Wilson	PCT/IB2013/000697 16/04/2013 PCT 13/691,076 30/11/2012 United States	Japan	24/07/2015	-	2015-544549	Abandoned
Method and Apparatus for Performing Burial Assessment Surveys (CIP)	Michael W.N Wilson	Continuation-In-Part of 13691076 30/11/2012 United States	United States	18/11/2013	9,422,690	14/083,095	Issued

Title	Registered Proprietor/Applicant	Parentage	Country/territory	Filing Date	Publication/Registration No	Application No.	Status
Method and Apparatus for Performing Burial Assessment Surveys	Michael W.N Wilson	14/083,095 18/11/2013 United States	PCT	14/10/2014	WO2015/071637	PCT/GB2014/053088	Expired
Method and Apparatus for Performing Burial Assessment Surveys	Michael W.N Wilson	PCT/GB2014/053088 14/10/2014 PCT	Australia			2014349889	Pending
Method and Apparatus for Performing Burial Assessment Surveys	Michael W.N Wilson	PCT/GB2014/053088 14/10/2014 PCT	Canada	05/05/2016		2929673	Pending
Method and Apparatus for Performing Burial Assessment Surveys	Michael W.N Wilson	PCT/GB2014/053088 14/10/2014 PCT	Europe	05/16/2016		14798923	Pending
Method and Apparatus for Performing Burial Assessment Surveys	Michael W.N Wilson	PCT/GB2014/053088 14/10/2014 PCT	Japan	05/11/2016		2016-530949	Pending
Over-The-Stern-Deep Digging Trenching Plow with Instrumentation for Assessing the Protective Capabilities of a Seabed Trench	Michael W.N Wilson	-	United States	24/06/2015	14/749,032	14/749,032	Pending
Over-The-Stern-Deep Digging Trenching Plow with Instrumentation for Assessing the Protective Capabilities of a Seabed Trench	Michael W.N Wilson	14/749,032 24/06/2015 United States	PCT	17/05/2016	GB2016/051416	05/17/2016	Pending
Jet Trenching System	Michael W.N Wilson		United States	21/12/2015		14/976,909	Pending
Seabed Backfill Plow and Method	Michael W.N Wilson	14/083,095 18/11/2013 United States	United States	22/08/2016		15/243,460	Pending