

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4653122

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT

**CONVEYING PARTY DATA**

Name	Execution Date
SWELLTEC LIMITED	06/23/2017

**RECEIVING PARTY DATA**

<b>Name:</b>	WEATHERFORD U.K. LIMITED
<b>Street Address:</b>	GOTHAM ROAD, EAST LEAKE
<b>City:</b>	LOUGHBOROUGH, LEICESTERSHIRE
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	LE12 6JX

**PROPERTY NUMBERS Total: 27**

Property Type	Number
Application Number:	12470401
Application Number:	12470412
Application Number:	13035644
Application Number:	13407449
Application Number:	13850092
Application Number:	14045469
Application Number:	12470386
Application Number:	12470406
Application Number:	12536824
Application Number:	13399453
Application Number:	13399455
Application Number:	12595085
Application Number:	12665160
Application Number:	12393938
Application Number:	13337833
Application Number:	12393984
Application Number:	14135008
Application Number:	12393960
Application Number:	12427026
Application Number:	13323757

PATENT

Property Type	Number
Application Number:	12607452
Application Number:	12615460
Application Number:	13848552
Application Number:	12768882
Application Number:	13924101
Application Number:	13336683
Application Number:	14578674

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Phone:** 7132286601

**Email:** houstonpatents@blankrome.com, acollins@blankrome.com

**Correspondent Name:** BLANK ROME, LLP

**Address Line 1:** 717 TEXAS AVENUE, SUITE 1400

**Address Line 4:** HOUSTON, TEXAS 77002

**ATTORNEY DOCKET NUMBER:** 205-0001

**NAME OF SUBMITTER:** RICHARD A. SCHAFER

**SIGNATURE:** /Richard A. Schafer/

**DATE SIGNED:** 10/23/2017

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY TRANSFER AGREEMENT

THIS INTELLECTUAL PROPERTY TRANSFER AGREEMENT ("Agreement") is made and entered into effective as of 23 June 2017 ("Effective Date") by and between:

Swelltec Limited, a private limited company organized under the laws of Scotland ("Assignor"),

and

Weatherford U.K. Limited, an English private limited company ("Assignee" and, together with Assignor, the "Parties" (each individually, a "Party").

### PRELIMINARY STATEMENTS

- A. Assignor and Assignee are part of a network of affiliated companies whose ultimate parent company is Weatherford International plc, a public limited company organized and existing under the laws of the Republic of Ireland, and which provides equipment and services for oil and natural gas wells (the network collectively, the "Weatherford Group").
- B. Assignor desires to sell, transfer, convey and assign to Assignee, and Assignee desires to acquire and accept from Assignor all of Assignor's right, title and interest in and to the Intellectual Property.
- C. The Parties desire to effect such sale, transfer, conveyance and assignment of the Intellectual Property in consideration for a lump-sum payment equal to the fair market value of the Intellectual Property, and in accordance with the terms and conditions set forth herein.

### AGREEMENT

The Parties hereby agree as follows:

#### Section 1 - Definitions

For purposes of this Agreement, the following terms shall have the meanings set forth below:

1.1 "Affiliate" of a Party shall mean and include any entity or association controlled by, controlling or under common control with such Party. For purposes of this definition, the term "control" shall mean the ownership of more than fifty percent (50%) of the voting shares in any entity or association.

1.2 "Copyrights" shall mean (a) any rights in original works of authorship fixed in any tangible medium of expression, and (b) all rights in and to any of the foregoing, which are owned by, licensed to, or have been acquired by Assignor as of the Effective Date.

1.3 "Intellectual Property" shall mean any and all Patents, Copyrights, Know-How, Trademarks, unpatented inventions, trade secrets, and other intellectual and industrial property rights, intangible property rights, and proprietary rights, together with all enhancements, improvements, modifications, translations, and adaptations thereof, whether registered or not, and all applications and registrations therefor, which are owned by, licensed to, or have otherwise been acquired by Assignor as of the Effective Date. This definition of Intellectual Property includes, without limitation, the registered intellectual property listed on Schedules A and B attached hereto.

1.4 "Know-How" shall mean any and all technical information, know-how, processes, procedures, methods, computer programs (in source code and object code form), flow charts, drawings, formulae, specifications, designs, process technology, manufacturing requirements, quality control standards, unpublished research and development information, and technical data, which are owned by, licensed to, or have otherwise been acquired by Assignor as of the Effective Date.

1.5 "Patents" shall mean and include any and all (a) patents, patent applications, and invention disclosures, including all related divisions, continuations, continuing prosecution applications, continuations-in-part, reissues, renewals, reexaminations, and extensions thereof, and (b) all rights in and to any of the foregoing that are owned by, licensed to, or have been acquired by Assignor as of the Effective Date.

1.6 "Trademarks" shall mean the trademarks, brand names, trade names, service marks, trade dress, domain names, logos, copyrights to logos or pictorial depictions, designs, slogans, and similar designations, anywhere in the world, whether in word mark, stylized, or design format, registered or unregistered, that are owned by, licensed to, or have otherwise been acquired by Assignor as of the Effective Date.

## Section 2 - Sale, Transfer, Conveyance, and Assignment of Intellectual Property

2.1 Assignor hereby sells, transfers, conveys, assigns and agrees to deliver to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, absolutely all right, title and interest in and to the Intellectual Property. The Parties acknowledge and agree that the transfer of the Intellectual Property under this Section 2.1 includes the assignment by Assignor to Assignee of all enforcement rights, including without limitation all causes of action, rights, and remedies arising under any of the Intellectual Property prior to or after the Effective Date within the United States, including the right to sue for past, present and future infringement of the Intellectual Property, or otherwise assert past, present and future infringement claims and enforce all rights with respect to the Intellectual Property, and to freely control any such lawsuits or settlements of the same. Assignee shall be responsible for the prosecution and maintenance of all Patents, the prosecution and renewal of all Trademark registration applications, and the registration of all Copyrights.

2.2 if, and to the extent that, as a matter of law in any jurisdiction, ownership, title, or any rights or interest in or to any of the Intellectual Property cannot be assigned as provided in Section 2.1 hereof (a) Assignor irrevocably agrees to assign and transfer, and hereby assigns and transfers, to Assignee all rights (including, without limitation, all economic and commercialization rights) that can be assigned pursuant to Section 2.1 to the fullest extent permissible, (b) Assignor irrevocably agrees to grant, and hereby grants, to Assignee an unlimited, exclusive, irrevocable, worldwide, perpetual, royalty-free license to use, exploit and commercialize in any manner now known or in the future discovered and for whatever purpose, any rights to Intellectual Property that cannot be assigned as contemplated by Section 2.1, (c) Assignor agrees to waive, and cause those persons involved in creating any original work of authorship to waive, any moral rights in and to such works, and (d) Assignor agrees to cancel any trade name registrations included as part of the Intellectual Property and provide consent to any registration of such trade name by the Assignee or its designates.

2.3 In furtherance of the transactions contemplated by Section 2.1, the Parties agree to execute and deliver all instruments of sale, transfer, conveyance and assignment as, and to the extent, necessary or convenient to evidence the sale, transfer, conveyance and assignment by Assignor to Assignee of all of Assignor's right, title and interest in and to the Intellectual Property. Assignors shall execute and deliver to Assignee the Assignment in Attachment 1 hereto, and, from time to time after the date hereof upon the request of Assignee, such further conveyance instruments as may be necessary or desirable to evidence more fully the transfer of ownership of all the Patents to Assignee, or the original ownership of all the Patents on the part of Assignors, to the fullest extent possible.

Assignors further agree to provide testimony in connection with any proceeding affecting the rights, title, interest, or benefit of Assignee in and to the Patents and to perform any other acts deemed necessary to carry out the intent of this Agreement. Assignee shall reimburse Assignors for any and all costs reasonably incurred by Assignors in performance under this paragraph.

2.4 After the Effective Date, Assignor shall deliver or make available to Assignee or its designee, upon request, all tangible embodiments of the Intellectual Property and all records and documentation relating thereto, including but not limited to (a) the software included in the Intellectual Property, and (b) all files, records, notes, and correspondence with respect to the prosecution, registration and maintenance of any Intellectual Property.

2.5 ASSIGNEE ACKNOWLEDGES AND AGREES THAT (A) ASSIGNOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY INTELLECTUAL PROPERTY TRANSFERRED PURSUANT TO THIS AGREEMENT OR OTHERWISE, (B) ALL SUCH INTELLECTUAL PROPERTY IS BEING TRANSFERRED ON AN "AS IS," "WHERE IS" BASIS, AND (C) ASSIGNEE WILL BEAR THE ECONOMIC AND LEGAL RISKS THAT ANY CONVEYANCE WILL PROVE TO BE INSUFFICIENT TO VEST IN IT GOOD AND MARKETABLE TITLE TO THE INTELLECTUAL PROPERTY, FREE AND CLEAR OF ANY SECURITY INTEREST, PLEDGE, LIEN, CHARGE, CLAIM OR OTHER ENCUMBRANCE OF ANY NATURE WHATSOEVER.

2.6 The Parties acknowledge and agree that some of the transfers contemplated by this Agreement may not be effected on the Effective Date due to the inability of the Parties to obtain necessary consents or approvals or the inability of the Parties to take certain other actions necessary to effect such transfers. To the extent any transfers contemplated by this Agreement have not been fully effected on the Effective Date, Assignor and Assignee will cooperate and use commercially reasonable efforts to obtain any necessary consents or approvals or take any other actions necessary to effect such transfers as promptly as practicable following the Effective Date.

2.7 Nothing in this Agreement will be deemed to require the transfer or assignment of title to or ownership of any Intellectual Property by Assignor to Assignee to the extent that such transfer or assignment would cause forfeiture or loss of such Intellectual Property

### Section 3 - Consideration and Payment Terms

3.1 Consideration. In consideration of the Intellectual Property sold, transferred, conveyed and assigned by Assignor to Assignee hereunder, Assignee shall pay Assignor the amount of One Million Five Hundred Thousand United States Dollars (US\$1,500,000.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor (the "Purchase Price"), which includes any applicable taxes not based on net income of the Assignor. The Parties shall procure and agree a fair market valuation of the Intellectual Property no later than thirty (30) days after the Effective Date. The Parties acknowledge and agree that the Purchase Price may be adjusted if they determine such an adjustment is warranted to reflect the fair market value of the Intellectual Property. Any such adjustment to the Purchase Price shall be refunded or paid, as the case may be, no later than thirty (30) days after such adjustment.

3.2 Terms of Payment. Payment of the Purchase Price shall be made on the Effective Date in cash. Unless otherwise agreed between the Parties, the Purchase Price payable hereunder shall be paid in United States Dollars.

### Section 4 - General Provisions

4.1 Further Assurances. The Parties will each perform such acts, execute and deliver such

instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.

4.2 Governing Law. The laws of the State of Texas (without reference to its principles of conflicts of law and excluding the UN Convention on the International Sale of Goods) govern the construction, interpretation and other matters arising out of or in connection with this Agreement (whether arising in contract, tort, equity or otherwise).

4.3 Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force, if the essential terms and conditions of this Agreement for each Party remain valid, binding and enforceable.

4.4 No Waiver. The failure by either Party to assert any of its rights hereunder, including, but not limited to, the right to terminate this Agreement due to a breach or default by the other Party, shall not be deemed to constitute a waiver by that Party of its right thereafter to enforce each and every provision of this Agreement in accordance with its terms.

4.5 Amendment. The Parties may amend this Agreement only by a written agreement signed by each Party to be bound by the amendment and that identifies itself as an amendment to this Agreement.

4.6 Entire Agreement. This Agreement, together with any and all schedules, exhibits or other documents attached hereto, constitutes the final agreement between the Parties with respect to the subject matter contained herein, and is the complete and exclusive statement of the Parties' agreement on the matters contained herein. All prior and contemporaneous negotiations and agreements between the Parties with respect to the matters contained herein are superseded by this Agreement. Notwithstanding the foregoing, the Parties contemplate that they may desire to enter into or execute instruments of various kinds consistent with but in some cases duplicative of this Agreement in order to effect and/or document the transactions contemplated in this Agreement, in accordance with Section 2.3 above.

4.7 Third Party Beneficiaries. Nothing in this Agreement is intended, nor shall it be construed, to confer any rights or benefits upon any person (including, but not limited to, any employee or former employee of either Party) other than the Parties.

4.8 Counterparts. The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original as against the Party that signed it, and all of which together constitute one agreement. The signatures of both Parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending Party's signature is as effective as signing and delivering the counterpart in person.

4.9 Successors and Assigns; Assignment. This Agreement shall be binding on and inure to the benefit of the Parties, their successors in interest and assigns. Neither Party may assign any of its rights nor delegate any of its obligations under this Agreement without the written consent of the other Party, which consent may be withheld in its sole and absolute discretion, and any assignment or attempted assignment in violation of the foregoing will be null and void. Nothing in this Section 4.9 shall limit in any way the rights granted to Assignee in Section 1 of this Agreement to freely control, use, enforce, further transfer (granting the acquirer the same rights), assign, license, sub-license, alter, amend, update, develop, create derivative works, or otherwise dispose of the Intellectual Property.

4.10 Authority. Each of the Parties represents to the other that (a) it has the corporate or other requisite power and authority to execute, deliver and perform this Agreement, (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate or other action, (c) it has duly and validly executed and delivered this Agreement, and (d) this Agreement is a legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable

bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general equity principles.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized and empowered officers and representatives as of the Effective Date.

**Swelltec Limited**

By: Neil A Mallett

Name: NEIL MALLET

Title: DIRECTOR

Date: 23 JUNE 2017

**Weatherford U.K. Limited**

By: Euan R Prentice

Name: EUAN PRENTICE

Title: DIRECTOR

Date: 23 JUNE 2017

**SCHEDULE A**

<b>TITLE</b>	<b>APPLICATION NUMBER</b>	<b>DATE FILED</b>	<b>LINCOLN IP REF</b>	<b>BLANK ROME REF</b>
Downhole Apparatus with a Swellable Connector	12/470,401	05/21/2009	P0011US	205-0159US
Downhole Apparatus with a Swellable Support Structure	12/470,412	05/21/2009	P0012US	205-0160US
Downhole Apparatus with a Swellable Support Structure	13/035,644	02/25/2011	P0012USA	205-0160USC
Downhole Apparatus with a Swellable Support Structure	13/407,449	02/28/2012	P0012USB	205-0160USC1
Downhole Apparatus with a Swellable Support Structure	13/850,092	03/25/2013	P0012USC	205-0160USC2
Downhole Apparatus with a Swellable Support Structure	14/045,469	10/03/2013	P0012USD	205-0160USC3
Downhole Apparatus with a Swellable Centraliser	12/470,386	11/21/2007	P0013US	205-0157US
Downhole Apparatus with a Swellable Seal	12/470,406	05/21/2009	P0030US	205-0158US
Swellable Packer with Fluid Supply	12/536,824	08/06/2009	P0014US	205-0170US
Downhole Apparatus and Method	13/399,453	02/17/2012	P0014USA	205-0170USC
Downhole Apparatus and Method	13/399,455	02/17/2012	P0014USB	205-0170USC2
Downhole Apparatus with a Swellable Mantle	12/595,085	10/08/2009	P0015US	205-0134US
Apparatus and Method with Hydrocarbon Swellable and Water Swellable Body	12/665,160	06/23/2008	P0020US	205-0193US
Swellable Packer Having a Cable Conduit	12/393,938	02/26/2009	P0031US	205-0131US
Swellable Packer Having a Cable Conduit	13/337,833	12/27/2011	P0031USA	205-0131USC
Elongated Sealing Member for Downhole Tool	12/393,984	02/26/2009	P0032US	205-0133US
Elongated Sealing Member for Downhole Tool	14/135,008	12/19/2013	P0032USA	205-0133USC
Expandable Member for Downhole Tool	12/393,960	02/26/2009	P0041US	205-0132US
Ring Member for a Swellable Downhole Packer	12/427,026	04/21/2009	P0052US	205-0148US
Ring Member for a Swellable Downhole Packer	13/323,757	12/12/2011	P0052USA	205-0148USC
Method and Apparatus for Testing Swellable Materials	12/607,452	10/28/2009	P0115US	205-0188US
Apparatus and Method for Providing an Alternate Flow Path in Isolation Devices	12/615,460	11/10/2009	P0122US	205-0190US



Apparatus and Method for Providing an Alternate Flow Path in Isolation Devices	13/848,552	03/21/2013	P0122USA	205-0190USC
Swellable Downhole Apparatus and Support Assembly	12/768,882	04/28/2010	P0102US	205-0220US
Swellable Downhole Apparatus and Support Assembly	13/924,101	06/21/2013	P0102USA	205-0220USC
Downhole Isolation Methods and Apparatus Therefor	13/336,683	12/23/2011	P0476US	205-0329US
Downhole Isolation Methods and Apparatus Therefor	14/578,674	12/22/2014	P0476US1	205-0329USD