

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4766080

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	SHELL OIL COMPANY	11/30/2017
RECEIVING PARTY DATA		
Name:	SHOWA SHELL SEKIYU K.K.	
Street Address:	3-2 DAIBA 2 CHOME	
Internal Address:	DAIBA FRONTIER BUILDING	
City:	MINATO-KU	
State/Country:	JAPAN	
Postal Code:	135-8074	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	8920629
CORRESPONDENCE DATA		
Fax Number:	(832)337-4307	
<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:	8323374865	
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Correspondent Name:	SHELL OIL COMPANY	
Address Line 1:	P.O. BOX 576	
Address Line 4:	HOUSTON, TEXAS 77001-0576	
ATTORNEY DOCKET NUMBER:	TS8207-US-NP	
NAME OF SUBMITTER:	HUYEN LUONG	
SIGNATURE:	/HUYEN LUONG/	
DATE SIGNED:	01/09/2018	
Total Attachments: 3		
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AN ASSIGNMENT made between:

SHELL OIL COMPANY

having an office at One Shell Plaza, P.O. Box 2463, Houston
Texas 77252-2463, USA
("SOC")

and

SHOWA SHELL SEKIYU K.K.

having its registered office address at Daiba Frontier Building, 3-2 Daiba 2 chome, Minato-
ku, Tokyo 135-8074, Japan
("SSSKK").

SOC is the legal owner of the Patent (as defined) of which SSSKK is the beneficial owner,
and SOC has agreed to assign the Patent to SSSKK on the terms of this Agreement.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

The following words shall have the following meanings:

- 1.1 "Activities" means the formulation, blending, application, supply, storage, handling, transportation, distribution, packaging, dispensing, marketing and sale of fuels, lubricants and bitumen products (which may contain alternative products, for example products manufactured from biomass and/or hydrocarbons manufactured by Fischer-Tropsch synthesis of synthesis gas)
- 1.2 "Affiliate" in relation to SOC means Royal Dutch Shell plc and any company (other than SOC) which is for the time being directly or indirectly controlled by Royal Dutch Shell plc. A company is (1) directly controlled by another company if that latter company beneficially owns fifty per cent (50%) or more of the voting rights attached to the issued share capital of the first mentioned company; and (2) 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;
- 1.3 "Agreement" means this agreement;
- 1.4 "Effective Date" means 30 November 2017; and
- 1.5 "Patent" means the patent with SOC reference number TS8207-US-NP filed by SOC at the USPTO (including any divisions, continuations, continuations-in-part, substitutions or reissues thereof, whether or not patents are issued on any such applications and whether or not any such applications are modified, withdrawn or resubmitted), details of which are as follows:

Patent No.: 8,920,629
Title: Diesel Oil Composition

Grant date: 30 December 2014
Priority date: 24 December 2010 (filed as a Japanese patent application).

- 1.6 "SBI" means Shell Brands International AG, an Affiliate of SOC;
- 1.7 "TTSA" means the "Trade Marks, Technology and Services Agreement", entered into between SSSKK and SBI, effective 1 January 2008, as terminated by mutual agreement, such termination taking effect as of 19 December 2016.

2. **ASSIGNMENT**

- 2.1 In consideration of the rights granted to SOC by SSSKK under Clause 4 below, SOC hereby assigns to SSSKK free from any liens, pledges or encumbrances all its right, title and interest existing in the Patent and the right to take proceedings in respect of any past infringements and to recover and retain damages and all other monies payable in respect of any past infringements whensoever and wheresoever arising.
- 2.2 SSSKK shall assume all costs and responsibility for the further prosecution and maintenance of the Patent arising from the Effective Date and for recordal of this assignment and all associated costs.

3. **FUTHER ASSURANCE**

- 3.1 SOC shall, at the request of SSSKK, sign any documents and do all such acts and procure the signing of any document and the doing of other acts as may be reasonably necessary to formally vest ownership of the Patent in SSSKK.
- 3.2 All SOC's reasonable costs for providing the assistance set out in Clause 3.1 above shall be borne by SSSKK.

4. **LICENCE**

- 4.1 As provided for under clause 17.2 of the TTSA, SSSKK granted to SBI a non-exclusive, royalty free, perpetual licence with the rights to sub-license under the Patent, to the extent covering Activities, for the carrying out of SBI and its Affiliates' Activities outside Japan, including the right to grant sublicences.
- 4.2.1 SSSKK hereby confirms that on termination of the TTSA, such licence survived termination of the TTSA, as modified by clause 26.1(m), which clause limits the licence to the extent necessary for SBI and its Affiliates (including SOC) to continue to conduct Activities to produce and sell products of the types produced at or before the date of termination of the TTSA. For the avoidance of doubt, the licence includes future patent applications claiming priority from the Patent.

5. **MISCELLANEOUS**

- 5.1 This Agreement shall come into force on the Effective Date.
- 5.2 This Agreement and the relationship under it between the parties shall in all respects be exclusively interpreted in accordance with and governed by the laws of England and Wales.

5.3 The parties hereby irrevocably agree that the courts in London, England shall have exclusive jurisdiction to resolve any controversy or claim of whatever nature arising out of or relating to this Assignment or breach thereof.

AS WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate original at the places and on the dates specified below.

SHELL OIL COMPANY

Signature *Pamela J. McCollough*

Name: Pamela J. McCollough

Title: Vice President Intellectual Property

Place: 150 N. Dairy Ashford, Houston, Texas 77079 USA

Date: 30 November 2017

SHOWA SHELL SEKIYU K.K.

Signature *Makoto Abe*

Name *Makoto Abe*

Title *Corporate Executive Officer*

Place *3-2, Daiba 2 chome Minato-ku, Tokyo 135-8074, Japan*

Date *11 Dec. 2017*