

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4849101

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Execution Date
AMEC GROUP LIMITED	03/21/2013

RECEIVING PARTY DATA

Name:	CONOCOPHILLIPS (U.K.) LIMITED
Street Address:	PORTMAN HOUSE, 2 PORTMAN STREET
City:	LONDON
State/Country:	UNITED KINGDOM
Postal Code:	W1H 6DU

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14394043

CORRESPONDENCE DATA

Fax Number: (248)641-0270

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: 2486411600

Email: troymailroom@hdp.com, mcparrish@hdp.com

Correspondent Name: HARNESS, DICKEY & PIERCE, P.L.C.

Address Line 1: 5445 CORPORATE DRIVE

Address Line 2: SUITE 200

Address Line 4: TROY, MICHIGAN 48098

ATTORNEY DOCKET NUMBER:	3711-000219-US-NP
NAME OF SUBMITTER:	MICHAEL MALINZAK
SIGNATURE:	/MichaelMalinzak/
DATE SIGNED:	03/02/2018

Total Attachments: 7

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DATED

21 March 2013

ASSIGNMENT OF INVENTION AND PATENT RIGHTS

between

**AMEC GROUP LIMITED
ALAN RODGER
WARIN ENGINEERING LIMITED**

and

CONOCOPHILLIPS (U.K.) LIMITED

Monocolumn Patent Assignment Deed

**PATENT
REEL: 045092 FRAME: 0693**

This Deed is dated the 21st day of March 2013.

PARTIES

- (1) AMEC Group Limited incorporated and registered in England and Wales with company number 04612748 whose registered office is at Booths Park, Chelford, Knutsford, Cheshire, United Kingdom, WA16 8QZ (**AMEC**);
- (2) Alan Rodger, of 48 Ashley Gardens, Aberdeen, AB10 6RQ (**AR**);
- (3) Warin Engineering Limited incorporated and registered in Scotland with company number SC163658 whose registered office is at 48 Ashley Gardens, Aberdeen, AB10 6RQ (**Warin**);
- (4) ConocoPhillips (U.K.) Limited incorporated and registered in England and Wales with company number 00524868 whose registered office is at Portman House, 2 Portman Street, London, W1H 6DU (**COPUKL**).

Background

- (A) Under the terms of a contract, reference NSBU-83767, dated 7th June 2010 between AMEC and COPUKL in connection with the Britannia Long Term Compression Project (hereinafter referred to as "Contract"), AMEC provided to COPUKL the services of a number of personnel including AR;
- (B) Under the provisions of the Contract, any intellectual property resulting from work arising directly under the Contract is to be assigned to COPUKL;
- (C) AR carried out design and development work in connection with the Britannia Long Term Compression Project, which work resulted in certain inventions and in the filing of the Patent (as defined below);
- (D) AR is a director of Warin and Warin is directly contracted to AMEC;
- (E) Under the terms of its contract with COPUKL, AMEC wishes to assign all its rights in the inventions and the Patent to COPUKL;
- (F) Subject to (C) above, AR and Warin wish to assign to COPUKL any rights in the inventions and in the Patent which they may have and which have not been transferred to AMEC under the terms of their contracts with AMEC.

AGREED TERMS

1. INTERPRETATION

- 1.1 The term **Patent** shall mean UK patent application number 1206377.2.
- 1.2 Clause and schedule headings shall not affect the interpretation of this Deed.
- 1.3 References to clauses and schedules are to the clauses and schedules of this Deed.
- 1.4 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

2. ASSIGNMENT

AMEC, AR and Warin hereby assign to COPUKL, absolutely with full title guarantee, all their respective right, title and interest in and to the Patent, and in and to all and any inventions disclosed in the Patent, including:

- (a) in respect of each and any invention disclosed in the Patent, the right to file an application, claim priority from such application, and prosecute and obtain grant of patent or similar protection in or in respect of any country or territory in the world;
- (b) the right to extend to or register in or in respect of any country or territory in the world each and any of the Patent, and each and any of the applications filed as aforesaid, and to extend to or register in, or in respect of, any country or territory in the world any patent or like protection granted on any of such applications;
- (c) the absolute entitlement to any patents granted pursuant to any of the applications filed as aforesaid; and
- (d) 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 infringement, or any other cause of action arising from ownership, of Patent or any patents granted on any of the applications filed as aforesaid, whether occurring before on or after the date of this assignment.

3. FURTHER ASSURANCE

- 3.1 AMEC, AR and Warin shall, at COPUKL's cost, perform all further acts and things, and execute and deliver all further documents, required by law or which COPUKL

may reasonably request to vest in the COPUKL the full benefit of the right, title and interest assigned to the COPUKL under this Deed, including:

- (a) registration of COPUKL as proprietor of, the Patent; and
- (b) assisting COPUKL in obtaining, defending and enforcing the Patent, and assisting with any other proceedings which may be brought by or against COPUKL against or by any third party relating to the rights assigned by this Deed.

4. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this Deed 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 such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

5. WHOLE AGREEMENT

5.1 This Deed constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

5.2 Each party acknowledges that, in entering into this Deed, it has not relied on, and shall have no rights or remedies in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Deed.

6. VARIATION

No variation of this Deed shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

7. SEVERANCE

7.1 If any court or competent authority finds that any provision of this Deed (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 Deed shall not be affected.

7.2 If any invalid, unenforceable or illegal provision of this Deed would be valid, enforceable and legal if some part of it were deleted, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and

enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

8. COUNTERPARTS

8.1 This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Deed, but all the counterparts shall together constitute the same Deed.

8.2 No counterpart shall be effective until each party has executed at least one counterpart.

9. THIRD PARTY RIGHTS

No person other than a party to this Deed shall have any rights to enforce any term of this Deed.

10. GOVERNING LAW

10.1 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 by and construed in accordance with the law of England and Wales.

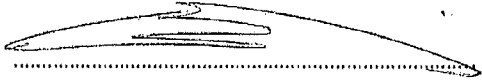
10.2 The parties irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this assignment or its subject matter or formation (including non-contractual disputes or claims).

[SIGNATURES ON FOLLOWING PAGES]

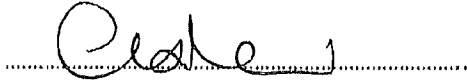
Executed as a Deed by AMEC Group Limited acting by

GRANT LING.....[NAME OF FIRST DIRECTOR], a director and

CHRISTOPHER L FOLEY.....[NAME OF SECOND DIRECTOR/SECRETARY],



[SIGNATURE OF FIRST DIRECTOR]

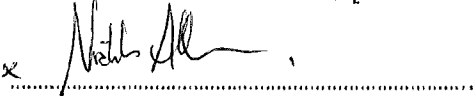


[SIGNATURE OF SECOND DIRECTOR/SECRETARY]

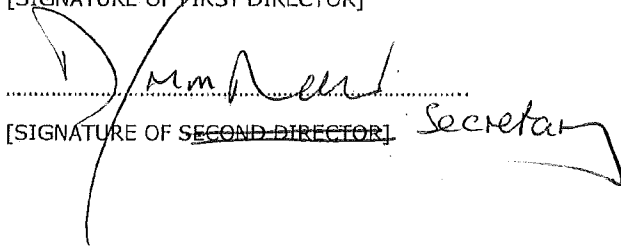
Executed as a Deed by ConocoPhillips (U.K.) Limited acting by

NICK P. ALLEN.....[NAME OF FIRST DIRECTOR], a director and

DAVID GRIMSHAW.....[NAME OF SECOND DIRECTOR/SECRETARY],

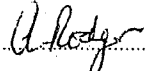
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[SIGNATURE OF FIRST DIRECTOR]

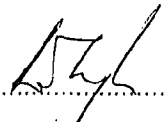


[SIGNATURE OF ~~SECOND DIRECTOR~~ Secretary]

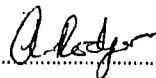
Executed as a Deed by Warin Engineering Limited acting by
..... a director,


.....
[DIRECTOR'S SIGNATURE]


in the presence of:


.....
[SIGNATURE OF WITNESS]

KEN TAYLOR, 77 CLIFF VIEW, NEWTONHILL
AB39 3GX,
ENGINEER
.....
[NAME, ADDRESS AND OCCUPATION OF WITNESS]

Executed as a Deed by Alan Rodger: 
.....
[ALAN RODGER'S SIGNATURE]

in the presence of:


.....
[SIGNATURE OF WITNESS]

KEN TAYLOR, 77 CLIFF VIEW, NEWTONHILL
AB39 3GX, ENGINEER
.....
[NAME, ADDRESS AND OCCUPATION OF WITNESS]

tk.