

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5036384

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AGREEMENT BETWEEN EATON CORPORATION AND ONESUBSEA IP UK LIMITED
CONVEYING PARTY DATA	
Name	Execution Date
ONESUBSEA IP UK LIMITED	10/24/2017
EATON CORPORATION	10/26/2017
RECEIVING PARTY DATA	
Name:	EATON CORPORATION
Street Address:	1000 EATON BOULEVARD
City:	CLEVELAND
State/Country:	OHIO
Postal Code:	44122
Name:	ONESUBSEA IP UK LIMITED
Street Address:	100 NEW BRIDGE STREET
City:	LONDON, ENGLAND
State/Country:	UNITED KINGDOM
Postal Code:	EC4V 6JA
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14575032
CORRESPONDENCE DATA	
Fax Number:	(919)277-9177
<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:	9192779100
Email:	patents@wardandsmith.com
Correspondent Name:	WARD AND SMITH, P.A.
Address Line 1:	5430 WADE PARK BOULEVARD
Address Line 4:	RALEIGH, NORTH CAROLINA 27607
ATTORNEY DOCKET NUMBER:	170087-00004
NAME OF SUBMITTER:	AUDRA WOOTEN
SIGNATURE:	/Audra Wooten/
DATE SIGNED:	07/05/2018

Total Attachments: 2

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OneSubsea IP UK Limited
100 New Bridge Street
London, England
United Kingdom EC4V 6JA

Effective Date: October 15, 2017

Dear Rodney,

This letter will set forth the agreement between Eaton Corporation ("Eaton") and OneSubsea IP UK Limited ("OSS") regarding each party's obligations and rights with respect to [REDACTED]

[REDACTED] U.S Patent Application No. 14/575,032 ("the '032 application") and all patent applications claiming priority thereto.

- [REDACTED]
- 2) Eaton and/or its patent counsel will facilitate the addition of Audun M. Askeland as a joint inventor of the '032 application. Mr. Askeland will assign his rights in the '032 application to OSS and, as a result, Eaton and OSP will jointly own the '032 application and all patent applications (and resulting patents) claiming priority thereto (collectively, the "Jointly Owned Patents") subject to the terms below.
 - 3) Neither Eaton nor OSP shall license, sell, or otherwise transfer its rights in any Jointly Owned Patent to any third party, without the other party's prior written consent, which shall not be unreasonably withheld.

- [REDACTED]
- 6) If a party later decides to discontinue the financial support of filing, prosecuting or maintaining any Jointly Owned Patent, such party will have no further rights to such patent application/patent and agrees to assign its rights therein to the other party, who will be free to file, continue prosecution of, and/or maintain any such patent application/patent at its sole expense, and the assigning party agrees to cooperate with signing all necessary papers to effectuate the assignment and assisting with the continued prosecution of such patent application/patent as needed after the assignment.

[REDACTED]

The terms set forth in this agreement constitute the entire agreement between the parties and supersede all other prior written or oral agreements and understanding. This agreement shall be governed by the laws of Delaware, USA and the parties hereby consent to jurisdiction in the courts of the USA regarding any disputes arising out of this Agreement.

If the terms and conditions of this letter agreement are acceptable, please indicate so by signing and dating below.

Agreed and accepted:

Eaton Corporation


Name: Rick Kruzic

Title: Senior Vice President & GM

Date: October 26, 2017

OneSubsea IP UK Limited


Name:

RODNEY WAREFORD

Title:

ATTORNEY IN FACT

Date:

OCTOBER 24, 2017