

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5704814

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	SEAPROOF SOLUTIONS AS	04/23/2019
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	BALMORAL COMTEC LIMITED	
<b>Street Address:</b>	BALMORAL PARK, WELLINGTON ROAD	
<b>City:</b>	LOIRSTON, ABERDEEN	
<b>State/Country:</b>	GREAT BRITAIN	
<b>Postal Code:</b>	AB12 3GY	
<b>PROPERTY NUMBERS Total: 6</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	9249899	
<b>Patent Number:</b>	10199808	
<b>Patent Number:</b>	8033302	
<b>Application Number:</b>	16334223	
<b>Application Number:</b>	16304692	
<b>Application Number:</b>	16304695	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(414)282-1830	
<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>		
<b>Phone:</b>	414-282-7103	
<b>Email:</b>	ptomailbox@salawus.com,kweiss@salawus.com	
<b>Correspondent Name:</b>	SMITHAMUNDSEN LLC	
<b>Address Line 1:</b>	330 EAST KILBOURN AVENUE	
<b>Address Line 2:</b>	SUITE 1100 TOWER 1	
<b>Address Line 4:</b>	MILWAUKEE, WISCONSIN 53202	
<b>ATTORNEY DOCKET NUMBER:</b>	MRG-16000	
<b>NAME OF SUBMITTER:</b>	JENNIFER ELIZABETH LACROIX	
<b>SIGNATURE:</b>	/jennifer elizabeth lacroix/	
<b>DATE SIGNED:</b>	09/06/2019	

**Total Attachments: 12**

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## ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This deed is dated 23 April 2019

### PARTIES

(1) **SEAPROOF SOLUTIONS AS**, a private limited company duly registered and validly existing under the laws of Norway with registered number 951 274 674 whose registered address is at Sandbrekkeveien 38, 5224 Nestun, Norway (**Assignor**)

(2) **BALMORAL COMTEC LIMITED**, a private limited company incorporated and registered in Scotland with company number SC301819 whose registered office is at Balmoral Park, Lirston, Aberdeen, AB12 3GY (**Assignee**)

### BACKGROUND

(A) The Assignor owns the intellectual property rights in the Assets.

(B) By the Asset Purchase Agreement the Assignor has agreed to sell to the Assignee the Assets including all the Intellectual Property Rights comprised within or associated with the Assets.

### AGREED TERMS

#### 1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

##### 1.1 Definitions:

**Asset Purchase Agreement:** the asset purchase agreement dated the same date as this agreement is dated between the Assignor and the Assignee.

**Assets:** has the meaning given to it in the Asset Purchase Agreement.

**Assigned Rights:** the Patents, the Trade Marks, the Business Names and the Domain Name and all Intellectual Property Rights comprised within or associated with them.

**Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in both London and Oslo are open for business.

**Business Names:** "Seaproof" and "Seaproof Solutions".

**Domain Name:** [www.seaproof.com](http://www.seaproof.com).

**Encumbrance:** has the meaning given to it in the Asset Purchase Agreement.

**Improvement:** any improvement, enhancement or modification to the technology that is the subject of any of the Patents.

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trade marks 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.



**Patents:** the patents and the patent applications short particulars of which are set out in Appendix 1 annexed to this agreement.

**Tekmar Notice:** the notice of potential infringement by the Company of UK patent GB 2463940 given by or on behalf of Tekmar Energy Limited in April 2018.

**Trade Marks:** the registered trade marks short particulars of which are set out Appendix 2 annexed to this agreement.

**VAT:** value added tax or any equivalent tax chargeable in the UK or elsewhere.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 Appendix 1 and Appendix 2 both form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes Appendix 1 and Appendix 2.

1.5 References to clauses and the schedules are to the clauses of and schedule to this agreement.

1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.8 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective successors and permitted assignees, and references to any party shall include that party's successors and permitted assignees.

1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.10 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.11 A reference to writing or written excludes fax and email (unless otherwise expressly provided to the contrary).

1.12 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## 2. ASSIGNMENT

Pursuant to and for the cash consideration of TWO HUNDRED THOUSAND POUNDS STERLING (£200,000) (exclusive of VAT) payable in terms of the Asset Purchase Agreement, the Assignor hereby assigns to the Assignee absolutely legal title to, and beneficial interest in, and its entire right, title and interest in and to the Assigned Rights, including:

(a) the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Patents and Trade Marks;

(b) all statutory and common law rights attaching to the Trade Marks, together with the goodwill of the Assignor's business that relates to the goods or services for which the Trade Marks are registered or used;

(c) in respect of each and any invention disclosed in the Patents, 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;

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(d) in respect of any and each application in the Patents: (i) the right to claim priority from and to prosecute and obtain grant of patent; and (ii) the right to file divisional applications based thereon and to prosecute and obtain grant of patent on each and any such divisional application;

(e) the absolute entitlement to any patents granted pursuant to any of the applications comprised in the Patents or filed as aforesaid;

(f) 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 any of the Assigned Rights whether occurring before, on, or after the date of this agreement.

### 3. IMPROVEMENTS

If the Assignor makes, devises, or discovers, or otherwise acquires rights in, any Improvement, it shall, to the extent that it is not prohibited by law or by any obligation to any other person, promptly notify the Assignee in writing, giving details of the Improvement and shall, if the Assignee so requests, enter into good faith negotiations with a view, to assigning its rights in the Improvement to the Assignee.

### 4. VAT

All payments made by the Assignee under this agreement are exclusive of VAT. If any such payment constitutes the whole or any part of the consideration for a taxable or deemed taxable supply by the Assignor, the Assignee shall increase that payment by an amount equal to the VAT which is chargeable in respect of the taxable or deemed taxable supply, provided that the Assignor shall have delivered a valid VAT invoice in respect of such VAT to the Assignee.

### 4. WARRANTIES

The Assignor warrants that:

- (a) it is the sole legal and beneficial owner of, and owns all the rights and interests in, the Assigned Rights;
- (b) for each of the applications and registrations listed in Parts 1 and 2 of the Schedule, it is properly registered as the applicant or registered proprietor, and all application, registration and renewal fees have been paid;
- (c) it has not licensed or assigned any of the Assigned Rights;
- (d) the Assigned Rights are free from any Encumbrance;
- (e) except for the Tekmar Notice, it is unaware of any infringement or likely infringement of any of the Assigned Rights;
- (f) as far as it is aware, all the Assigned Rights are valid and subsisting and except for the Tekmar Notice, there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the Assigned Rights;
- (g) as far as it is aware, except for the Tekmar Notice, exploitation of the Assigned Rights will not infringe the rights of any third party.

### 5. INDEMNITY

5.1 The Assignor shall indemnify the Assignee against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Assignee arising out of or in connection with:

- (a) any breach of the warranties contained in Clause 4; or

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(b) the enforcement of this agreement.

5.2 At the request of the Assignee and at the Assignor's own expense, the Assignor shall provide all reasonable assistance to enable the Assignee to resist any claim, action or proceedings brought against the Assignee as a consequence of that breach.

5.3 This indemnity shall apply whether or not the Assignee has been negligent or at fault.

5.4 If a payment due from the Assignor under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the Assignee shall be entitled to receive from the Assignor such amounts as shall ensure that the net receipt, after tax, to the Assignee in respect of the payment is the same as it would have been were the payment not subject to tax.

## 6. FURTHER ASSURANCE

6.1 At its own expense the Assignor shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this agreement, including:

(a) registration of the Assignee as applicant or (as applicable) proprietor of the Assigned Rights; and

(b) assisting the Assignee in obtaining, defending and enforcing the Assigned Rights, and assisting with any other proceedings which may be brought by or against the Assignee against or by any third party relating to the Assigned Rights.

6.2 The Assignor appoints the Assignee to be its attorney in its name and on its behalf to execute documents, use the Assignor's name and do all things which are necessary or desirable for the Assignee to obtain for itself or its nominee the full benefit of this agreement.

6.3 This power of attorney is irrevocable and is given by way of security to secure the performance of the Assignor's obligations under this agreement and the proprietary interest of the Assignee in the Assigned Rights and so long as such obligations of the Assignor remain undischarged, or the Assignee has such interest, this power may not be revoked by the Assignor, save with the consent of the Assignee.

6.4 Without prejudice to Clause 6.2, the Assignee may, in any way it thinks fit and in the name and on behalf of the Assignor:

(a) take any action that this agreement requires the Assignor to take;

(b) exercise any rights which this agreement gives to the Assignor; and

(c) appoint one or more persons to act as substitute attorney(s) for the Assignor and to exercise such of the powers conferred by this power of attorney as the Assignee thinks fit and revoke such appointment.

6.5 The Assignor undertakes to ratify and confirm everything that the Assignee and any substitute attorney does or arranges or purports to do or arrange in good faith in exercise of any power granted under this clause 6.

## 7. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## 8. ENTIRE AGREEMENT

8.1 This agreement together with the Asset Purchase Agreement (and any documents referred to in either)

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constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

8.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

## 9. VARIATION

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

## 10. SEVERANCE

10.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

10.2 If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

## 11. COUNTERPARTS

11.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

11.2 Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the other with the original of such counterpart as soon as reasonably possible thereafter.

11.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

## 12. THIRD PARTY RIGHTS

No one other than a party to this agreement shall have any right to enforce any of its terms.

## 13. NOTICES

13.1 A notice given to a party under or in connection with this agreement shall be in writing and shall be delivered by hand or by a recognised international next-day delivery courier service in each case to that party's registered office.

13.2 Delivery of a notice is deemed to have taken place if delivered by hand, at the time the notice is left at the address, or if sent by courier, at the time the package containing the notice is signed for, unless such deemed receipt would occur outside business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt), in which case deemed receipt will occur when business next starts in the place of receipt (and all references to time are to local time in the place of receipt).

13.3 This Clause 13 does not apply to the service of any proceedings or other documents in any legal action.

#### 14. GOVERNING LAW

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Scotland.

#### 15. JURISDICTION

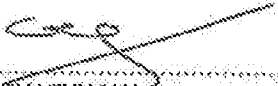
Each party irrevocably agrees that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

IN WITNESS WHEREOF these presents consisting of this and the five preceding pages and Appendix 1 (Patents Schedule) and Appendix 2 (Trade Marks Schedule), are executed by the parties as follows:

They are subscribed for and on behalf of

Balmoral Comtec Limited by

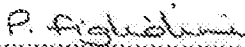
GARY YEOMAN, Director

  
.....Director  
GARY YEOMAN

at Aberdeen

on 23 April 2019

before this witness

  
.....witness signature

PAULINE FIQUELIN.....witness full name (print)

BALMORAL GROUP.....witness address

ABERDEEN.....

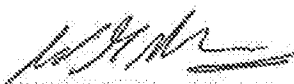




They are subscribed for and on behalf of

Seaproof Solutions AS by

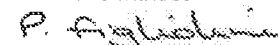
WILLIAM MAIN, Director

  
.....Director  
WILLIAM MAIN

at Aberdeen

on 23 April 2019

before this witness

  
.....witness signature

PAULINE FIQUELIN.....witness full name (print)

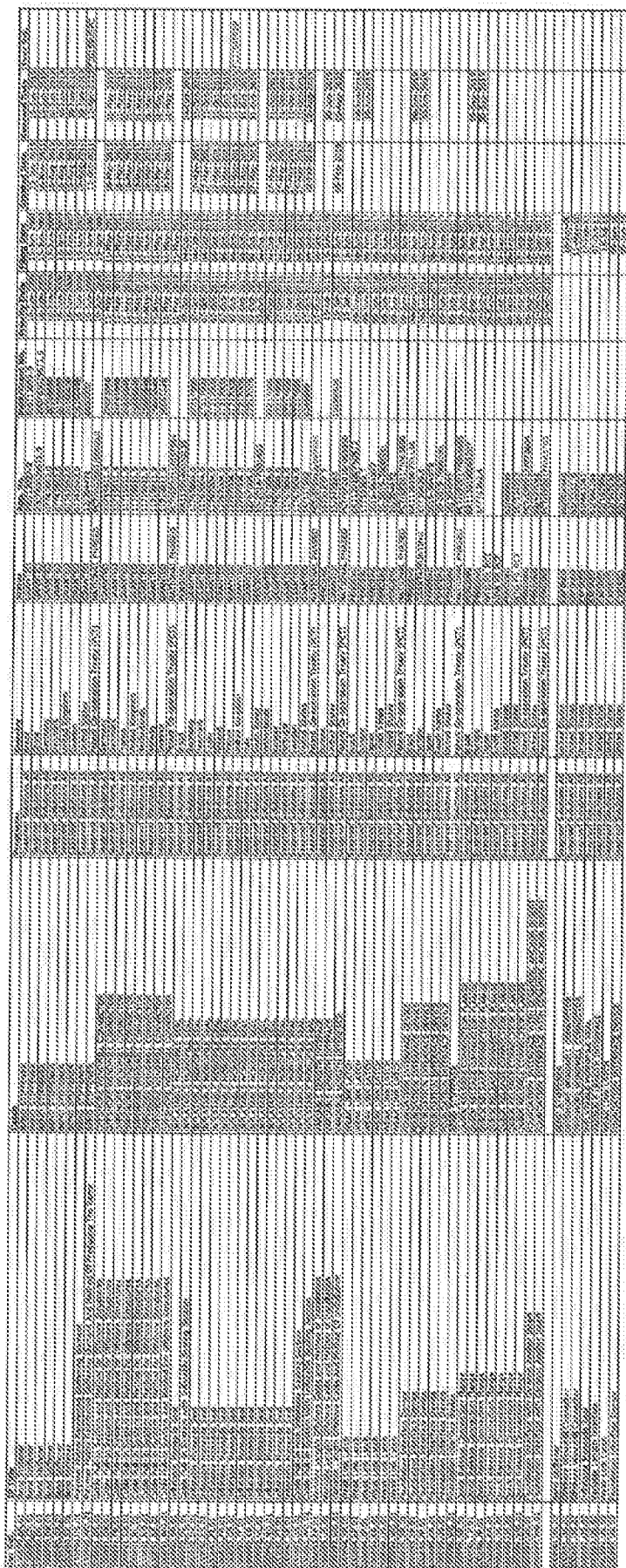
BALMOOR GROUP.....witness address

ABERDEEN.....

Appendix 1 (Patent Schedule) and Appendix 2 (Trade Marks Schedule) follow this signing page.








SEAPROOF  
DESIGN SCHEDULE



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# SEAPROOF TRADE MARKS SCHEDULE

Mark	Category	Priority Country	Class(es)	Status	Filing Date	Registration Date	App. No.	Reg. No.	File No.	Goods Description
	Word and Device	Brazil	9	REGISTERED	16/11/2006	22/12/2009	828054130	828054130	200905 BR 01	Class 9 Apparatus for the conduction, switching, storage, regulation or control of electricity, such as connectors, connection systems, cable systems, cable carriers, terminal systems.
	Word and Device	Brazil	17	REGISTERED	16/11/2006	22/12/2009	828054149	828054149	200905 BR 02	Class 17 Flexible pipes, fittings and related accessories, such as connection tensiometers and mechanical protectors and conditioners of connections and mechanical protectors for cables.
	Word and Device	Brazil	42	REGISTERED	16/11/2006	22/12/2009	828054157	828054157	200905 BR 03	Class 42 Research and development in the field of exploration and production of oil and gas, transport and transmission of energy, data transmission, shipbuilding, oceanography, marine seismic movements and defense, related design and engineering services.
	Word and Device	European Union	9, 17, 42	REGISTERED	15/11/2006	28/09/2007	805471503	805471503	200905 EU 01	Class 9 Apparatus for conducting, switching, transforming, accumulating, regulating or controlling electricity, namely connectors, connection systems, cable systems, cable carriers, termination systems. Class 17 Flexible pipes, fittings and accessories therefor, namely bend stiffeners and mechanical protectors, bend stiffeners and mechanical protectors for cables. Class 42 Research and development in the field of oil and gas exploration and production, energy transport and energy transmission, data transmission, ship building, oceanography, marine seismic and defense, design and engineering services relating thereto.
	Word and Device	Norway	9, 17, 42	REGISTERED	16/05/2006	28/06/2007	200605192	239805	280905 NO 01	Class 9 Scientific, nautical, geodesic, photographic, cinematographic and optical apparatus and instruments, as well as apparatus and instruments for weighing, measuring, signaling, control; Apparatus and instruments for the management, distribution, transformation, accumulation, regulation or control of electricity; Apparatus for recording, transmitting and reproduction of sound and images; Computing equipment and computers. Class 17 Masks such as semi-finished products and composite sheets for further processing or manufacture of goods.

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PATENT

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# SEAPROOF TRADE MARKS SCHEDULE

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Registration Date	Renewal Date	App No.	Reg No.	File No.	Goods Description
	Ward and Device	Seaproof Solutions AS	United States	9, 17, 41	REGISTERED	16/11/2006	24/03/2009	24/03/2019	77/045524	3393627	360905 (US, 01)	Sealing, packing and insulating material, parts and accessories thereof; flange tubes (not of metal); fittings and accessories thereof, including bends and bending limiting devices (bend stiffeners or bending strain reliefs) as well as protection and protective devices, all of the plastic or composite; Bands and bending limiting devices (bend stiffeners or bending strain reliefs), mechanical protection and protective devices, all of the plastic or composite, for cables.  Class 42 Scientific and technological services and research and development related thereto for oil and gas exploration and production; energy production, transport and transmission from nuclear power, fossil, renewable and other sources of energy; environment, data transfer, shipbuilding, marine research and defense; Design and development of computers and computer programs; research and development in the fields of electronics, electricity, optics, chemistry and mechanics; Scientific and technological services and research and development related thereto for the fields of material technology, including metals, polymer, composite, and optical fibers; Engineering, consultancy and consultancy services for oil and gas exploration and production; energy production, transport and transmission from nuclear power, fossil, renewable and other sources; environment, data transfer; shipbuilding, marine research and defense; Technical project studies; Industrial design; Technical documentation and reports; Technical supervision and inspection; chemical analyses; Non-chemical.  Class 9 Apparatus for conducting, switching, transforming, accumulating, regulating or controlling electricity, namely, electrical cables for power and data transmission, cables for electrical signal transmission, sub sea umbilical power cables, seismic cables, electrical connection cables, electrical cable systems comprising sub sea umbilical power cables and seismic cables with connections and terminations; electrical connection systems comprising electrical connection junction boxes, connection cables, terminated connection cables, connection units, fiber-optic connections; bend stiffening electrical connections, electrical connections for sub sea umbilical power cables and seismic cables; electrical cable termination systems comprising electrical terminations for electric and electronic cables; bend stiffening electrical terminations, and terminations for sub sea umbilical power cables and seismic cables; electrical cable barriers in the nature of electrical shielding spacers for cables and cable.

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PATENT

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# SEAPROOF TRADE MARKS SCHEDULE

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Registration Date	Renewal Date	App. No.	Reg. No.	File No.	Goods Description
Seaproof	Ward	Seaproof Solutions AS	Norway	9, 17, 42	REGISTERED	22/03/2006	06/07/2007	06/07/2017	200602998	349043	200903	NO. 11
<p>assemblies; protective non-metal fittings for electrical cables in the nature of bend stiffeners, cable collars, sheathings and sleeves, and insulated electrical cable supports</p> <p>Class 17 Flexible pipes and pipe fittings, top of metal, and accessories therefor, namely non-metal bend stiffeners and mechanical protections in the nature of non-metal pipe collars, sheathings and sleeves, and insulated non-metal pipe supports</p> <p>Class 42 Product research and development in the fields of oil and gas exploration and production, energy transport and energy transmission, oceanography, marine seismic and defense; industrial design and engineering services relating thereto</p> <p>Class 9 Scientific, nautical, geodetic, photographic, cinematographic and optical apparatuses and instruments, as well as apparatus and instruments for weighing, measuring, signaling, control; apparatus and instruments for the management, clear button, transformation, accumulation, recording or control of electricity; Apparatus for recording, transmitting and reproduction of sound and images; Computing equipment and computers.</p> <p>Class 17 Plastics such as semi-finished products and composite thereof for further processing or manufacture of goods. Sealing, packing and insulating material, parts and accessories thereof; flexible tubes (not metal), fittings and accessories thereof.</p> <p>Class 42 Scientific and technological services and research and development related thereto; oil and gas exploration and production, energy production, transport and transmission from nuclear power, fossil, renewable and other sources of energy, environment, data transfer, shipbuilding, marine research and defense; Design and development of computers and computer programs; Research and development in the fields of electronics, electricity, optics, chemistry and mechanics; Scientific and technological services and research and development related thereto in the fields of material technology, including metals, polymer, composites, and optical fiber; Engineering, consultancy and consultancy services for oil and gas exploration and production, energy production, transport</p>												

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# SEAPROOF TRADE MARKS SCHEDULE

Mark	Category	Preparator	Country	Class(es)	Status	Filing Date	Registration Date	Renewal Date	App. No.	Reg. No.	File No.	Goods Description
Seaproof Solutions	Word and Device	Seaproof Solutions AS	China	9	REGISTERED	16/11/2008	13/09/2009	12/09/2019	5726269	5726268	280905-CN-01	and transmission from kernel power, fossil, renewable and other sources of energy; environment; data transfer; shipbuilding; marine research and defence; Technical project studies; Industrial design; Technical documentation and reports; technical supervision and inspection; chemical
Seaproof Solutions	Word and Device	Seaproof Solutions AS	China	17	REGISTERED	16/11/2008	13/11/2009	12/11/2019	5726269	5726269	280905-CN-02	
Seaproof Solutions	Word and Device	Seaproof Solutions AS	China	42	REGISTERED	16/11/2008	21/11/2009	20/11/2019	5726267	5726267	280905-CN-03	

10 RESULTS FOUND

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