

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5733742

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
KARSTEN MOHOLT INSPECTION & REPAIR GROUP AS		05/15/2018
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	KARSTEN MOHOLT AS	
<b>Street Address:</b>	STOREBOTN 90	
<b>City:</b>	KLEPPESTØ	
<b>State/Country:</b>	NORWAY	
<b>Postal Code:</b>	5309	
<b>PROPERTY NUMBERS Total: 8</b>		
<b>Property Type</b>	<b>Number</b>	
Patent Number:	8162062	
Patent Number:	8590626	
Patent Number:	8997878	
Patent Number:	9500047	
Patent Number:	9803434	
Patent Number:	9797206	
Application Number:	14250155	
Application Number:	15617974	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(214)200-0853	
<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>	214-651-5000	
<b>Email:</b>	ipdocketing@haynesboone.com	
<b>Correspondent Name:</b>	HAYNES AND BOONE, LLP	
<b>Address Line 1:</b>	2323 VICTORY AVENUE, SUITE 700	
<b>Address Line 4:</b>	DALLAS, TEXAS 75219	
<b>ATTORNEY DOCKET NUMBER:</b>	48538.1	
<b>NAME OF SUBMITTER:</b>	MARK TIDWELL	
<b>SIGNATURE:</b>	/Mark Tidwell/	

<b>DATE SIGNED:</b>	09/24/2019
<b>Total Attachments: 5</b> source=48538_1_Assignment_Karsten#page1.tif source=48538_1_Assignment_Karsten#page2.tif source=48538_1_Assignment_Karsten#page3.tif source=48538_1_Assignment_Karsten#page4.tif source=48538_1_Assignment_Karsten#page5.tif	

## IPR TRANSFER AGREEMENT

This transfer agreement (the "Agreement") is made on 15 May 2018 between:

- (1) Karsten Moholt Inspection & Repair Group AS, with registration number 913 192 230, and having its registered address at Jåttåvågveien 7, 4020 Stavanger (the "Seller"); and
- (2) Karsten Moholt AS, with registration number 919 594 136, and having its registered address at Storebotn 90, 5309 Kleppestø (the "Buyer")

(hereinafter also jointly referred to as the "Parties" or individually as a "Party").

### 1. TRANSFER OF IPR

1.1 The Seller has agreed to sell and deliver, and the Buyer has agreed to purchase and receive, all of the Seller's intellectual property rights, including (without limitation):

- (a) any and all patents relating to Aquamarine Subsea Houston Inc., including (without limitation): (1) those patents and patent applications listed in Appendix 1, and (2) any other patent or application claiming the benefit of priority of, right to rely on a filing date of, or any similar right under any statute to any of the patents listed in Appendix 1, and (3) provisional applications, substitutes, renewals, continuations, continuations-in-part, continued examinations, divisionals, reissues, reexaminations, extensions, and foreign counterparts based on any of the patents and/or patent applications in this sub-section 1.1(a);
- (b) all rights related to Aquamarine Subsea Houston Inc. owned by the Seller immediately prior to the closing of the Transfer Agreement, in patents, inventions, know-how, show-how and trade secrets, copyright and related rights, moral rights, registered designs, design rights, database rights, trademarks and service marks, trade names, business names, brand names, get-up, logos, domain names and URLs, rights in unfair competition, goodwill and rights to sue for passing-off and any other intellectual property rights (in each case, whether or not registered, and including all applications to register and rights to apply to register any of them and all rights to sue for any past or present infringement of them);
- (c) all rights or forms of protection having equivalent or similar effect in any jurisdiction to those set out in sub-section 1.1(b); and
- (d) all of the Seller's claims against third parties relating to the IPR being transferred to Buyer hereunder, including, without limitation, claims and causes of action for infringement or misuse of said IPR.

Items set out in sub-sections 1.1(a)-(d) are collectively the "IPR" of the Seller. For the purposes of sub-section 1.1 (b), "Transfer Agreement" means the transfer agreement, between the Buyer and the Seller, dated on or around the date of this Agreement.

2. The Seller shall indemnify the Buyer from any claim and liability associated with the IPR arising out of the Seller's activities or the Seller's use of the IPR prior to the date of this Agreement.
3. **CONSIDERATION**
  - 3.1 The consideration for the IPR is regulated in the Transfer Agreement.
4. **CLOSING**
  - 4.1 **The Closing Date**
    - 4.1.1 The completion of the sale and purchase of the IPR shall take place immediately after this Agreement has been executed by the Parties (the "Closing Date").
    - 4.1.2 On the Closing Date:
      - (a) The Buyer and Seller shall take any action reasonably required to complete the transfer of the IPR; and
      - (b) The Parties shall execute the Transfer Agreement and perform their obligations under the Transfer Agreement, including the Buyer's obligation to pay the Purchase Price (as defined therein) to the Seller.
  - 4.2 **Conditions to closing**
    - 4.2.1 The obligations of the Parties to consummate the completion of this Agreement are subject to the fulfillment, on or before the Closing Date, of each of the following conditions:
      - (a) The Agreement shall have been approved by the board of directors and the general meeting of the Seller in accordance with Section 3-8 of the Norwegian limited liability companies act.
      - (b) That the refinancing and restructuring of the Aquamarine group is duly approved by all required stakeholders.
5. **WARRANTIES**
  - 5.1 **Corporate power**
    - 5.1.1 The Seller and the Buyer represent and warrant that they are authorized to enter into the transaction set out in this Agreement and the completion of the transaction will not, to their knowledge, violate any order or agreement or judgment to which either the Seller or the Buyer is a party.
  - 5.2 **Ownership**
    - 5.2.1 The Seller represents and warrants that it is the owner of the IPR being transferred hereunder. Except for the foregoing warranty, the Seller transfers the IPR to the Buyer "as is" and makes no other warranties concerning the IPR, including any implied warranties or warranties of non-infringement, merchantability, or fitness for a particular use or purpose.
6. **MISCELLANEOUS**
  - 6.1 No amendment to and no waiver of any rights under this Agreement shall be effective unless made in writing and signed by the Parties hereto.

- 6.2 If any of the provisions of this Agreement is found by any competent authority to be void or unenforceable, it shall be deemed to be deleted from this Agreement, and the remaining provisions of this Agreement shall remain in force and effect. Notwithstanding the foregoing, the Parties shall negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

\* \* \*

*[signature page follows]*

\* \* \*

Karsten Moholt Inspection &  
Repair Group AS

Signature:



Name:

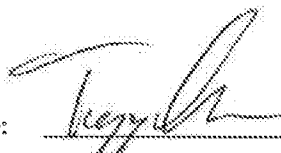
TRINE NILSEN

Title:

Attorney-in-fact

Karsten Moholt AS

Signature:



Name:

TRINE NILSEN

Title:

Attorney-in-fact

## APPENDIX 1 – THE INTELLECTUAL PROPERTY

## PATENTS

Country	Application / Serial number	Publication / Grant / Patent number	Priority Date (Issue)	Status
Offshore Well Intervention Lift Frame and Method	12/548886	8162062	24.04.2012	Issued
Offshore Well Intervention Lift Frame and Method	13/443638	8390616	26.11.2013	Issued
Salt Ring Handling System and Method	13/23132	8997878	07.04.2015	Issued
Method and Apparatus for Supporting a Tubular	14/448737	9590047	22.11.2015	Issued
Well Lift Frame	14/456815	9803434	31.10.2017	Issued
Stabilization of Well Lift Frame	14/535082	9797206	24.10.2017	Issued
Injector Table and Method	N/A	N/A	N/A	Proposed/Inactive
Coiled Tubing lift Frame Side Swiveling Padeye	N/A	N/A	N/A	Proposed/Inactive
Method for Handling Tubulars and Rigidizer Therefor	14/250155	N/A	N/A	Pending
Passive Inline Motion Compensator	15/617974	N/A	N/A	Pending