

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	SAUDI ARABIAN UPSTREAM TECHNOLOGY COMPANY	10/24/2019
RECEIVING PARTY DATA		
Name:	SAUDI ARABIAN OIL COMPANY	
Street Address:	1 EASTERN AVENUE	
City:	DHAHRAN	
State/Country:	SAUDI ARABIA	
Postal Code:	31311	
PROPERTY NUMBERS Total: 24		
Property Type	Number	
Application Number:	16380806	
Application Number:	16392420	
Application Number:	16395059	
Application Number:	16397579	
Application Number:	16397710	
Application Number:	16410634	
Application Number:	16433735	
Application Number:	62824907	
Application Number:	62832030	
Application Number:	62854074	
Application Number:	62854791	
Application Number:	16108831	
Application Number:	16152158	
Application Number:	16252129	
Application Number:	16284767	
Application Number:	16286175	
Application Number:	16355241	
Application Number:	62670963	
Application Number:	62781345	
Application Number:	62819080	

Property Type	Number
Application Number:	16254227
Application Number:	16428185
Application Number:	62678790
Application Number:	62789912

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	38136-0001001
NAME OF SUBMITTER:	KIRSTIN MATTEO
SIGNATURE:	/kirstin matteo/
DATE SIGNED:	10/29/2019

Total Attachments: 6
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source=Q3 - SA7xxx - SAUTC to SAO - SIGNED#page6.tif

ASSIGNMENT

This PATENT ASSIGNMENT (“ASSIGNMENT”), dated as of October 24, 2019 (“Effective Date”), is made and entered into by and between **SAUDI ARABIAN UPSTREAM TECHNOLOGY COMPANY (“SAUTC” or “ASSIGNOR”)**, a Corporation organized and existing under the laws of Saudi Arabia and having a place of business at 1 Eastern Avenue Dhahran Saudi Arabia 31311, and **SAUDI ARABIAN OIL COMPANY (“SAO” or “ASSIGNEE”)**, a Corporation organized and existing under the laws of Saudi Arabia and having a place of business at 1 Eastern Avenue Dhahran Saudi Arabia 31311.

WHEREAS, **SAUTC** is the sole owner of certain patent applications mentioned in Appendix A (“the Patent Applications”); and

WHEREAS, **SAUTC** is willing and able to sell, convey, assign, and transfer, to **SAO** on the Effective Date of this ASSIGNMENT, all right, title, and interest, worldwide, in the Patent Applications; and

WHEREAS, **SAO** is desirous of acquiring the Patent Applications, including all right, title, and interest in the Patent Applications in exchange for mutually agreed upon consideration.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. CONVEYANCE OF THE PATENT APPLICATIONS

a. **SAUTC** does hereby sell, assign and transfer to **SAO**, its successors, assigns and other legal representatives, and **SAO** does hereby accept, the entire right, title and interest, worldwide, in and to the Patent Applications, including, without limitation, the rights to: (i) file and prosecute, in its own name wherever so permitted by law or in the name of **SAO** wherever necessary, patent applications, including corresponding and continuing applications, reissues, re-examinations, certificates of invention, and the like, based on any of the Patent Applications; (ii) to claim priority to any of the Patent Applications pursuant to the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes; and (iii) to protect and enforce any of the foregoing, including, without limitation, all rights to income, royalties, damages and payments now due or hereafter due or payable in respect thereto, and all rights of recovery and of legal action for past or future infringements and of interference proceedings and reexaminations involving any of the foregoing. **SAUTC** acknowledges receipt of fair and adequate consideration for this Assignment.

b. **SAUTC** shall, when requested by **SAO** and at no cost to **SAUTC**, (i) execute or cause to be executed all rightful oaths, assignments, and powers of attorney to **SAO** or to agents and legal representatives of **SAO**, and all other papers necessary and proper to carry out the intent and purpose of this Assignment, (ii) execute all papers necessary in connection with the Patent Applications, and any continuing, divisional, reissue, reexamination or other

corresponding application thereof or post-grant proceeding relating thereto and to execute any separate assignment in connection with any such application as SAO may deem necessary or expedient; and (iii) perform all affirmative acts that may be necessary to obtain a grant of a valid patent to SAO on any of the inventions claimed or disclosed in the Patent Applications.

c. SAUTC agrees that SAO may, at its discretion, record this Assignment with the United States Patent Office or a Patent Office in any other jurisdiction.

2. REPRESENTATIONS AND WARRANTIES

a. SAUTC represents that it is the owner of the Patent Applications, and of all foreign and domestic patents, patent applications, including continuation-in-part applications, reissues, re-examinations, certificates of invention, and the like that derive priority from, or claim the benefit of the filing date of, the Patent Applications and of all new and useful inventions and improvements that are disclosed in the Patent Applications.

3. PARAGRAPH HEADINGS

The paragraph headings are inserted only for purpose of reference. Such captions shall not affect the scope, meaning or intent of the provisions of this Assignment nor shall such headings otherwise be given any legal effect.

4. ASSIGNMENT BINDING

This Assignment shall bind the heirs, releases, personal representatives, successors and assigns of the Parties to this Assignment and inure to the benefit of their agents, directors, officers, employees, attorneys, successors and assigns, except as specifically excluded herein.

5. ENTIRE AGREEMENT

This Assignment contains the entire agreement between the Parties hereto and constitutes the complete, final and exclusive embodiment of their agreement with respect to the subject matters covered in this Assignment. All prior or contemporaneous agreements, understandings, representations, duties, obligations, and statements, oral or written, are merged into, terminated and/or superseded by this Assignment.

6. COUNTERPARTS

This Assignment may be executed in two or more counterparts. Facsimile signatures and electronic signatures shall be acceptable as original signatures.

7. **SEVERABILITY**

In the event that for any reason, one or more of the provisions of this Assignment or their application to any person or company, is held to be invalid, illegal, or unenforceable in any respect or to any extent, such provisions will, nevertheless remain valid, legal, and enforceable in all other respects and to such extent as may be permissible. In addition, any such invalidity, illegality, or unenforceability will not affect any other provision herein, but this Assignment will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.


8. **AUTHORITY TO ENTER INTO ASSIGNMENT**

The persons signing this Assignment each warrant and represent that they are duly authorized, with full authority to bind the Parties, and that no signature of any other person or entity is necessary to bind the Parties.

[ASSIGNMENT CONTINUES ON SIGNATURE PAGE]

SAUTC hereby executes this Assignment.

Assignor: Saudi Arabian Upstream Technology Company

Signature: 

Date: October 24, 2019

Name: Ashraf M. Al-Tahini

Title: Chief Executive Officer

APPENDIX A

Country	Application No.	Filing Date	Title	Attorney Docket No.	Client reference No.
United States	16/380,806	4/10/2019	Downhole Tool with CATR	38136-0662001	SA7716 / ASC0339-US01-NP
United States	16/392,420	4/23/2019	Forming Mineral in Fractures in a Geological Formation	38136-0747001	SA7804/ ASC0376-US01-NP
United States	16/395,059	4/25/2019	ALTERING WETTABILITY IN SUBTERRANEAN FORMATION	38136-0623001	SA7641 / ASC0197 / IP-18-310
United States	16/397,579	4/29/2019	METHOD FOR IMPROVING CEMENT TOUGHNESS	38136-0772001	SA7802 / ASC0359-US01-NP
United States	16/397,710	4/29/2019	Forming Mineral in Fractures in a Geological Formation	38136-0717001	SA7755 / ASC0354-US01-NP
United States	16/410,634	5/13/2019	SYSTEM FOR PERFORMING MICROWAVE MEASUREMENTS OF SAMPLES UNDER CONFINING PRESSURE	38136-0518001	SA7518 / IP-18-231 / ASC0298-US02-NP
United States	16/433,735	6/6/2019	Fracturing-Fluid Formula Workflow	38136-0719001	SA7757 / ASC0356-US01-NP
United States	62/824,907	3/27/2019	Systems, Methods, and Devices for Determining Properties of Materials for Oil Exploration and Production Using Quantum Sensors	38136-0752P01	SA7794 / ASC0372-US01-NP
United States	62/832,030	4/10/2019	Cement Additives	38136-0684P01	SA7717 / ASC0340-US01-NP
United States	62/854,074	5/29/2019	Flow Synthesis of Polymer Nanoparticles	38136-0716P01	SA7754 / ASC0353-US01-NP
United States	62/854,791	5/30/2019	Polymers and Nanoparticles for Flooding	38136-0720P01	SA7801 / ASC0357-US01-NP
United States	16/108,831	8/22/2018	ROBUST ARRIVAL PICKING OF SEISMIC VIBRATORY WAVES	38136-0569001	SA7562 / IP-18-229 / ASC0297-US01-NP
United States	16/152,158	10/4/2018	DATA STRUCTURE FOR FAST INVASION PERCOLATION MODELING SOFTWARE	38136-0522001	SA7532 / IP-18-219 / ASC0294-US01-NP
United States	16/252,129	1/18/2019	Method of estimating elastic properties of Kerogen using multi-scale data integration	38136-0573001	SA7582 / IP-18-292 / ASC0330-US01-NP
United States	16/284,767	2/25/2019	Pattern-Guided Dip Estimation	38136-0531001	SA7528 / IP-18-239 / ASC0300-US01-NP
United States	16/286,175	2/26/2019	WELL TREATMENT METHODS	38136-0473001	SA7464 / ASC0332-US01-NP
United States	16/355,241	3/15/2019	Determining Fracture Surface Area a Well	38136-0620001	SA7634 / ASC0334-US01-NP / IP-18-305

United States	62/670,963	5/14/2018	SYSTEM FOR PERFORMING MICROWAVE MEASUREMENTS OF SAMPLES UNDER CONFINING PRESSURE	38136-0518P01	SA7518 / IP-18-231 / ASC0298-US01-P
United States	62/781,345	12/18/2018	Downhole Tool for Gas Kick Detection and Liquid Characterization Using Coaxial Resonators	38136-0663P01	SA7676 / ASC0344-US01- / IP-18-336
United States	62/819,080	3/15/2019	Bulk Synthesis of Janus Nanomaterials	38136-0685P01	SA7719 / ASC0347-US01-
United States	16/254,227	1/22/2019	AVO IMAGING CONDITION IN ELASTIC REVERSE TIME MIGRATION	38136-0572001	SA7581 / IP-18-270
United States	16/428,185	5/31/2019	DETERMINING SAFE DRILLING MUD WEIGHT	38136-0541001	SA7579
United States	62/678,790	5/31/2018	DETERMINING SAFE DRILLING MUD WEIGHT	38136-0541P01	SA7579 / IP-18-241
United States	62/789,912	1/8/2019	IDENTIFYING FRACTURE BARRIERS FOR HYDRAULIC FRACTURING	38136-0661P01	SA7718 / ASC0343-US01-