

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT

**CONVEYING PARTY DATA**

Name	Execution Date
SAUDI ARABIAN UPSTREAM TECHNOLOGY COMPANY	10/24/2019

**RECEIVING PARTY DATA**

<b>Name:</b>	SAUDI ARABIAN OIL COMPANY
<b>Street Address:</b>	1 EASTERN AVENUE
<b>City:</b>	DHAHRAN
<b>State/Country:</b>	SAUDI ARABIA
<b>Postal Code:</b>	31311

**PROPERTY NUMBERS Total: 11**

Property Type	Number
Application Number:	16384186
Application Number:	16514752
Application Number:	16569468
Application Number:	62909026
Application Number:	16569474
Application Number:	62874652
Application Number:	62876322
Application Number:	62878060
Application Number:	62878115
Application Number:	62878281
Application Number:	62884071

**CORRESPONDENCE DATA**

Fax Number: (877)769-7945

*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: +1 (713) 654-5398

Email: matteo@fr.com, apsi@fr.com

Correspondent Name: FLORON C. FARIES

Address Line 1: FISH &amp; RICHARDSON P.C.

Address Line 2: P.O.BOX 1022

Address Line 4: MINNEAPOLIS, MINNESOTA 55440-1022

PATENT

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

**Total Attachments: 5**

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source=Q4 - SA7xxx - SAUTC to SAO - Assignment - SIGNED#page5.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	16/384,186	4/15/2019	SYSTEM AND METHOD TO EVALUATE KEROGEN-RICH SHALE	38136-0625001	SA7642 / ASC0335-US01-NP (IP-18-308)
United States	16/514,752	7/17/2019	TARGETED DOWNHOLE DELIVERY	38136-0695001	SA7751 / ASC0350-US01-NP
United States	16/569,468	9/12/2019	THERMAL ANALYSIS FOR SOURCE ROCKS	38136-0884001	SA71014 / ASC0358-US01-NP2
United States	62/909,026	10/1/2019	GEOMODEL-DRIVEN DYNAMIC WELL PATH OPTIMIZATION	38136-0700P01	SA7752 / ASC0351-US01-P
United States	16/569,474	9/12/2019	THERMAL ANALYSIS FOR SOURCE ROCKS	38136-0722001	SA7758 / ASC0358-US01-NP1
United States	62/874,652	7/16/2019	MULTIPURPOSE MICROFLUIDICS DEVICES FOR RAPID ON-SITE OPTICAL CHEMICAL ANALYSIS	38136-0715P01	SA7753 / ASC0352-US01-NP
United States	62/876,322	7/19/2019	GENERATING ENHANCED SEISMIC VELOCITY MODELS USING GEOMECHANICAL MODELING	38136-0734P01	SA7803 / ASC0360-US01-P
United States	62/878,060	7/24/2019	OXIDIZERS FOR CARBON DIOXIDE-BASED FRACTURING FLUIDS	38136-0751P01	SA7795 / ASC0374-US01-P
United States	62/878,115	7/24/2019	OXIDIZING GASSES FOR SUPERCRITICAL CARBON DIOXIDE-BASED FRACTURING FLUIDS	38136-0764P01	SA7805 / ASC0378-US01-P
United States	62/878,281	7/24/2019	TRACER ANALYSIS	38136-0754P01	SA7791 / ASC0219-US05-P3-CIP
United States	62/884,071	8/7/2019	DETERMINATION OF HYDRAULIC PERMEABILITY CORRELATIVE WITH MAGNETIC PERMEABILITY MEASURED IN-SITU	38136-0615P01	SA7615 / ASC0331-US01-P