

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT5842236

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BTG ECLÉPENS SA	11/15/2019
RECEIVING PARTY DATA	
Name:	SPECTRASEIS INC.
Street Address:	1600 STOUT ST.
Internal Address:	SUITE 850
City:	DENVER
State/Country:	COLORADO
Postal Code:	80202
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	7676326
Patent Number:	7729862
Patent Number:	7675815
Patent Number:	8068384
Patent Number:	8179740
Patent Number:	8451685
Patent Number:	7590491
Patent Number:	7725265
CORRESPONDENCE DATA	
Fax Number:	(206)623-6793
<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:	206-467-9600
Email:	mkoons@kilpatricktownsend.com
Correspondent Name:	KILPATRICK TOWNSEND & STOCKTON LLP
Address Line 1:	1420 FIFTH AVENUE
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ATTORNEY DOCKET NUMBER:	106322-1168796
NAME OF SUBMITTER:	MARIEL KOONS

PATENT

SIGNATURE:	/Mariel Koons/
DATE SIGNED:	11/27/2019
Total Attachments: 8 source=Assign-BTG to SI-2019-11-15#page1.tif source=Assign-BTG to SI-2019-11-15#page2.tif source=Assign-BTG to SI-2019-11-15#page3.tif source=Assign-BTG to SI-2019-11-15#page4.tif source=Assign-BTG to SI-2019-11-15#page5.tif source=Assign-BTG to SI-2019-11-15#page6.tif source=Assign-BTG to SI-2019-11-15#page7.tif source=Assign-BTG to SI-2019-11-15#page8.tif	

Dated 15 November 2019

BTG ECLÉPENS SA

and

SPECTRASEIS INC.

PATENT ASSIGNMENT

Slaughter and May
One Bunhill Row
London EC1Y 8YY

Ref: VM/ORH/RJXN

PATENT
REEL: 051129 FRAME: 0459

THIS DEED IS MADE ON 15 November 2019

BETWEEN:

1. **BTG ECLÉPENS SA**, a Swiss société anonyme with registered number CHE-103.705.787, whose registered office is at Zone Industrielle Village, 1312 Eclépens, Switzerland (the “Assignor”); and
2. **SPECTRASEIS INC.**, a Delaware corporation with registered number 4578818, whose registered office is at 1600 Stout St., Suite 850, Denver CO 80202, United States (the “Assignee”),

(each a “Party”, and together the “Parties”).

WHEREAS:

- (A) By way of a merger agreement pursuant to Articles 12 and 13 of the Swiss Merger Act between Spectraseis AG and the Assignor dated 11 May 2016, and approved by a shareholders’ meeting of Spectraseis AG held on 21 June 2016, the Assignor acquired all of the assets of Spectraseis AG, including the Patents, by way of universal succession.
- (B) The Assignor has now agreed to assign the Patents to the Assignee under, and in accordance with, the terms of this Deed of Assignment.

THIS DEED WITNESSES THAT:

1. DEFINITIONS AND INTEPRETATION

- 1.1 In this Deed of Assignment, the following words and expressions shall have the following meanings:

“**Canada Patent**” means the patent against which the word ‘Canada’ appears in the column titled ‘Country’ in the table in Schedule 1 (Patents);

“**Deed of Assignment**” means this deed of assignment, including the Schedule to it;

“**Effective Date**” means the date of this Deed of Assignment;

“**Mexico Patents**” means the patents against which the word ‘Mexico’ appears in the column titled ‘Country’ in the table in Schedule 1 (Patents);

“**Patent Consideration**” has the meaning given to it in clause 2.1;

“**Patents**” means the USA Patents, the Mexico Patents and the Canada Patent;

“**Proceedings**” means any proceeding, suit or action arising out of or in connection with this Deed of Assignment or the negotiation, existence, validity or enforceability of this Deed of Assignment, whether contractual or non-contractual; and

“USA Patents” means the patents against which the word ‘USA’ appears in the column titled ‘Country’ in the table in Schedule 1 (Patents).

1.2 In this Deed of Assignment, unless otherwise specified:

- (A) references to the singular shall include the plural and vice versa;
- (B) general words shall not be given a restrictive meaning because they are followed by words which are particular examples of the acts, matters or things covered by the general words and the words **“includes”** and **“including”** shall be construed without limitation;
- (C) the headings in this Deed of Assignment are inserted for convenience only and shall not affect the construction of this Deed of Assignment;
- (D) words introduced by the word **“other”** shall not be given a restrictive meaning because they are preceded by words referring to a particular class of acts, matters or things; and
- (E) references to **“CHF”** are references to the lawful currency from time to time of Switzerland.

2. ASSIGNMENT

2.1 In consideration of the Assignee’s payment of the sum of CHF 607,000 (the **“Patent Consideration”**) to the Assignor (as allocated in the manner described in clause 2.2 and the receipt and sufficiency of which is hereby acknowledged), the Assignor hereby assigns to the Assignee, with full title guarantee with effect from the Effective Date, all the Assignor’s right, title and interest in and to the Patents and any know-how required for the exploitation of such Patents and all attached rights, privileges and advantages including, without limitation:

- (A) the right to bring proceedings and recover damages and obtain all other remedies in respect of previous infringements and previous acts;
- (B) the right to claim priority; and
- (C) the right to apply for, prosecute and obtain grant of patents or like protection, including extensions and divisional patents, throughout the world for any invention embodied in any of the Patents, including the right to claim priority from any such applications,

to hold the same unto the Assignee absolutely.

2.2 The Parties acknowledge and agree that the portion of the Patent Consideration allocated as between the USA Patents, Mexico Patents and the Canada Patent (and in each case, for the avoidance of doubt, the related know-how, rights, privileges and advantages described in clause 2.1) was as follows:

- (A) CHF 485,600 in respect of the USA Patents;
- (B) CHF 1 in respect of the Mexico Patents; and

(C) CHF 121,399 in respect of the Canada Patent.

- 2.3 The Assignee shall as soon as reasonably practicable, and in any event within fourteen (14) days, following the date of this Deed of Assignment deliver to the Assignor all documents and other records relating to the Patents within the Assignee's possession or control (including such documents or records held by the Assignee's patent agents and advisers).

3. NO REPRESENTATION OR WARRANTY

The Assignee acknowledges and agrees that the Assignor does not make any representation or warranty whatsoever in this Deed of Assignment.

4. TAXES

The Assignee shall bear any stamp duty, stamp duty reserve tax or other transfer taxes including goods and services tax or registration duties, and any notarial fees, in each case arising as a result of the execution of this Deed of Assignment or in respect of the transfer of the Patents to the Assignee (including on, or in relation to, any instruments effecting such transfer or any agreement to such transfer).

5. COUNTERPARTS

- 5.1 This Deed of Assignment may be executed in any number of counterparts, and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart.
- 5.2 Each counterpart shall constitute an original of this Deed of Assignment, but all the counterparts shall together constitute but one and the same instrument.

6. CHOICE OF GOVERNING LAW

This Deed of Assignment is to be governed by and construed in accordance with English law. Any matter, claim or dispute arising out of or in connection with this Deed of Assignment, whether contractual or non-contractual, is to be governed by and determined in accordance with English law.

7. JURISDICTION

- 7.1 The courts of England are to have exclusive jurisdiction to settle any dispute, whether contractual or non-contractual, arising out of or in connection with this Deed of Assignment. Any Proceedings shall be brought only in the courts of England.
- 7.2 Each Party waives (and agrees not to raise) any objection, on the ground of *forum non conveniens* or on any other ground, to the taking of Proceedings in the courts of England. Each Party also agrees that a judgment against it in Proceedings brought in England shall be conclusive and binding upon it and may be enforced in any other jurisdiction.
- 7.3 Each Party irrevocably submits and agrees to submit to the jurisdiction of the courts of England.

8. FURTHER ASSURANCE

Each Party shall from time to time, on being required to do so by the other, do or procure the carrying out of all such acts and/or execute or procure the execution of all such documents as the other may reasonably consider necessary for giving full effect to this Deed of Assignment including, in the case of the Assignor, such assistance as the Assignee may from time to time require for the purpose of: (A) defending or enforcing any of the Patents; or (B) obtaining other patents or similar protection for the inventions claimed in any of the Patents and any improvements of such Patents in any part of the world.


[Signatures follow overleaf]

IN WITNESS WHEREOF this Deed of Assignment has been executed by or on behalf of the Parties on the date first above written.

Executed as a deed, and delivered)
when dated, by)
BTG ECLÉPENS SA)
acting by a director in the presence of:)
Director)

Witness's signature:
Name (print):
Occupation:
Address:

Executed as a deed, and delivered)
when dated, by)
SPECTRASEIS INC.)
acting by a director in the presence of:)
Director)

Witness's signature: 
Name (print): Jessica D'Angelo
Occupation: Manager
Address: 22525 SE 64th PL
Issaquah, WA 98027

**Schedule 1
Patents**

RM file no.	Patent title	Application no.	Grant / publication no.	Date filed	Grant date	Expected expiry date	Country
SS.000 2	VH Reservoir Mapping	11757362	US7676326	2/6/2007	9/3/2010	3/6/2027	USA
SS.000 3	Frequency Auto-normalization Reservoir Mapping	11751659	US7729862	22/5/2007	1/6/2010	22/5/2027	USA
SS.000 5	Time Reverse Reservoir Localization	12017527	US7675815	22/1/2008	3/9/2010	4/2/2028	USA
SS.000 5C1	Time Reverse Reservoir Localization	12719984	US8068384	9/3/2010	29/11/2011	9/3/2030	USA
SS.000 5C2	Time Reverse Reservoir Localization with Borehole Data	13244601	US8179740	25/9/2011	15/5/2012	25/9/2031	USA
SS.000 5C3	Time Reverse Reservoir Localization	13244615	US8451685	25/9/2011	28/5/2013	22/10/2031	USA
SS.000 9IZ	Signal Integration Measure for Seismic Data	11772339	US7590491	2/7/2007	15/9/2009	2/7/2027	USA
SS.000 9VH2	VH Signal Integration Measure for Seismic Data	12414670	US7725265	31/3/2009	23/7/2009	31/03/2029	USA
SS.001 4CA (48554-3033)	Time Reverse Imaging Operators for Source Location	2750253	2750253	20/1/2010	20/9/2016	20/1/2030	Canada
SS.001 4MX	Operadores para Procesamiento de Imagen con Inversion de Tiempo para Ubicacion de Fuente	MXa2011003 851	MX326734	11/4/2011	7/1/2015	-	Mexico
SS.001 8MX	Atributos de Procesamiento de Imagen con Inversion de Tiempo	MXa2011003 852	MX326735	11/4/2011	7/1/2015	-	Mexico
SS.001 9MX	Estimado de Señal de Dominio de Imagen a Interferencia	MXa2011003 850	MX321400	11/4/2011	25/6/2014	-	Mexico