

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5938025

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
HUNTING OILFIELD SERVICES (UK) LTD.	11/29/2019
M.P. EASTERN LIMITED	11/29/2019
RECEIVING PARTY DATA	
Name:	JFE STEEL CORPORATION
Street Address:	2-3, UCHISAIWAI-CHO 2-CHOME,
Internal Address:	CHIYODA-KU
City:	TOKYO
State/Country:	JAPAN
Postal Code:	100-0011
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10499796
CORRESPONDENCE DATA	
Fax Number:	(972)731-2289
<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:	9727312288
Email:	dallaspatents@dfw.conleyrose.com
Correspondent Name:	CONLEY ROSE, P.C.
Address Line 1:	5601 GRANITE PARKWAY
Address Line 2:	SUITE 500
Address Line 4:	PLANO, TEXAS 75024
ATTORNEY DOCKET NUMBER:	4137-00200
NAME OF SUBMITTER:	RODNEY B. CARROLL
SIGNATURE:	/Rodney B. Carroll/
DATE SIGNED:	01/30/2020
Total Attachments: 12	
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DATED 29th NOVEMBER 2019
("Effective Date")

- (1) HUNTING ENERGY SERVICES (UK) LIMITED
- (2) M.P. (EASTERN) LIMITED
- (3) JFE STEEL CORPORATION

DEED OF ASSIGNMENT OF INTELLECTUAL
PROPERTY RIGHTS



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REEL: 051673 FRAME: 0265

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THIS DEED is made and entered into on the Effective Date

BETWEEN:

- (1) **HUNTING ENERGY SERVICES (UK) LIMITED**, formerly known as HUNTING OILFIELD SERVICES (UK) LIMITED and formerly known as HUNTING OILFIELD SERVICES LIMITED, a company registered in England (Registered number: 00908371) whose registered office is at 5 Hanover Square, London, W1S 1HQ ("Hunting");
- (2) **M.P. (EASTERN) LIMITED**, a company registered in England (Registered number 1918058) whose registered office is at Trinity Road, Lowestoft, Suffolk, England, NR32 1XJ ("MP Eastern") (Hunting and MP Eastern shall be referred to as collectively "Assignors", independently "Assignor"); and
- (3) **JFE Steel Corporation**, a company incorporated in Japan whose registered office is at 2-3, Uchisaiwai-cho 2-chome, Chiyoda-ku, Tokyo 100-0011, Japan (the "Assignee")

BACKGROUND:

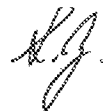
- (A) The Assignors own the intellectual property rights in the Assigned Rights (as defined below).
- (B) The Assignors have agreed to assign to the Assignee the intellectual property rights in the Assigned Rights on the terms set out in this Deed.

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

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

"Affiliate"	any entity that directly or indirectly controls, is controlled by or is under common control with the relevant party within the meaning set out in Section 1124 of the Corporation Tax Act 2010.
"Assigned Rights"	all intellectual property rights listed in Schedule 1.
"Assignment"	the assignment of the Assigned Rights in accordance with Clause 3.1.2.
"Assignment Date"	the date JFE makes the payment specified in Clause 3.1
"Cooperation Agreement"	the cooperation agreement between Hunting and MP Eastern dated 22 January 2003, as subsequently amended by an amendment agreement dated 1 October 2010
"Deed"	this Deed including the attached Schedules as amended from time to time in accordance with its terms.
"Hunting Bank Account"	Bank Name:



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"MP Eastern Bank Account" Bank Name:

"VAT" United Kingdom value added tax.

"Territory" United Kingdom, Italy, France, Netherlands, Belgium, Denmark, Ireland, Norway, Iceland, Poland, Hungary and Romania.

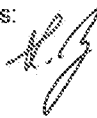
- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Deed.
- 1.3 The Schedules form part of this Deed and shall have effect as if set out in full in the body of this Deed. Any reference to this Deed includes the Schedules.
- 1.4 References to clauses and Schedules are to the clauses and Schedules of this Deed.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 A reference to **writing** or **written** includes fax but not e-mail.
- 1.10 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. TERMINATION OF COOPERATION AGREEMENT

- 2.1 Hunting and MP Eastern each hereby agrees:
- 2.1.1 that the Cooperation Agreement shall terminate with effect from the Assignment Date;
- 2.1.2 to release and discharge each other from all actual, contingent or prospective obligations (past, present or future) arising under or in connection with the Cooperation Agreement; and
- 2.1.3 to waive any claim or right of action which it has together with any liability (whether actual or contingent), actions, proceedings, claims, demands, costs and expenses whatsoever which may be owed to it by the other Assignor.

3. ASSIGNMENT AND PAYMENT

- 3.1 The Assignee shall pay promptly (but in any event within thirty (30) calendar days after the Effective Date) by wire transfer of immediately available funds:



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- 3.1.1 Hunting Bank; and
- 3.1.2 MP Eastern Bank Account

JFE agrees to use its best endeavours to make the payments as soon as is practicable after the Effective Date.

- 3.2 On the Assignment Date and in consideration of receipt of the sums paid by the Assignee to the Assignors pursuant to Clause 3.1, each Assignor hereby assigns to the Assignee absolutely all right, title and interest that it has in and to the Assigned Rights, including:

- 3.2.1 all goodwill and know-how attaching to the Assigned Rights; and
- 3.2.2 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 the Assigned Rights whether occurring before, on, or after the date of this Deed.

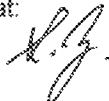
- 3.3 The payments due to the Assignors under Clause 3.1 are exclusive of VAT.

4. COST

- 4.1 Hunting shall have sole responsibility to record the change of ownership of the Assigned Rights with all relevant registries and shall do so as soon as reasonably practicable following the Assignment Date.
- 4.2 Any costs incurred by Hunting in carrying out its obligations pursuant to Clause 4.1 shall be borne by the Assignee and shall be promptly reimbursed by the Assignee to the Hunting Bank Account upon notice of such costs being given to the Assignee.
- 4.3 From the Effective Date, the Assignee shall be solely responsible and liable for the payment of all fees and sums to any intellectual property office, attorney, registry or authority for costs, expenses, fees, fines or claims ("IP Costs") relating to the Assigned Rights including those IP Costs relating to renewal or maintenance of the Assigned Rights. The Assignee shall promptly reimburse the IP Costs and any additional charges or interest to the Hunting Bank Account in the event that Hunting is obliged to make the payments. To the extent that Hunting receives notification of such IP Costs, Hunting shall provide a copy of such notification to the Assignee as soon as reasonably possible after receipt thereof.

5. WARRANTIES

- 5.1 The Assignors warrant to the Assignees that:
 - 5.1.1 the Assignors have the full right, power, and authority to enter into this Deed and assign the Assigned Rights; and
 - 5.1.2 the Assignors are the sole legal and beneficial owners of the Assigned Rights, free from all encumbrances, charges, liens or third party interests of any kind.
- 5.2 Save as provided in Clause 5.1, the Assignors assign the Assigned Rights on an "As Is" basis without any warranty of any kind, either express or implied, including but not limited to warranties of validity, enforceability or non-infringement.
- 5.3 The Assignors shall not be liable for damages, losses or expenses of any kind arising from use, assertion, claim, enforcement or license of any of the Assigned Rights however caused.
- 5.4 Each Assignor warrants that:



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- (a) no rights or licences have been granted by it to any third party under any of the Assigned Rights other than licences (including any subsequent variation or amendment thereto) set out in Schedule 2 attached hereto;
- (b) each of the Assigned Rights is in full force and effect, and no maintenance or annuity fees payable for any of the Patents and Trademarks are overdue;
- (c) it has not filed any divisional, renewal, substitute, and continuation application, extensions, or reissue applications in respect of the Assigned Rights; and, so far as the Assignor is aware, no trial, appeal or a lawsuit claiming invalidation of the Assigned Rights has been raised or is pending in any country on the Effective Date.

6. LICENCE BACK

- 6.1 On the Assignment Date, the Assignee will grant to Hunting and its Affiliates in the Territory a licence to use the Assigned Rights in accordance with the terms and conditions agreed separately.
- 6.2 The Assignee shall, at its own expense, do and execute, or ensure the doing or execution of, all matters, acts, documents, deeds and things required to formalise the licence of the Assigned Rights to Hunting and its Affiliates.

7. MORAL RIGHTS

The Assignors hereby waive absolutely their moral rights arising under the Copyright, Designs and Patents Act 1988 in relation to any copyright works that form part of the Assigned Rights (to the extent that any attach to such works) and, so far as is legally possible, any broadly equivalent rights they may have in any territory of the world.

8. FURTHER ASSURANCE

The Assignors shall, at the Assignors' cost, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, required by law or which the Assignee requests (acting reasonably), to vest in the Assignee the full benefit of the rights, title and interest assigned to the Assignee under this Deed, including 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.

9. WAIVER

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

10. VARIATION

No variation or amendment of this Deed shall bind any of the parties unless made and agreed to in writing by all parties.

11. THIRD PARTY RIGHTS

No term of this Deed shall be enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999. The consent of a third party shall not be required in order to vary or rescind this Deed.

12. SEVERANCE

If any provision or part-provision of this Deed is or becomes invalid, illegal or unenforceable, it shall be deemed to be 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.


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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 Deed.

13. ENTIRE AGREEMENT

This Deed (including all documents referred to in it) constitutes the entire agreement and understanding between the parties relating to the subject matter of this Deed and supersedes any previous agreement, representations, negotiations or understanding relating to such matters and each party acknowledges that it shall have no cause of action against the other arising out of the same except in respect of any fraudulent misrepresentation made by another party.

14. EXECUTION IN COUNTERPARTS

This Deed may be executed in any number of counterparts and by each of the parties on separate counterparts each of which when executed and delivered shall be deemed to be an original, but all the counterparts together shall constitute one and the same agreement.

15. GOVERNING LAW AND ENFORCEMENT


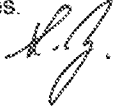
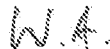
15.1 This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

15.2 Any dispute or difference which may arise between the parties on any matter relating to this Agreement which cannot be settled by negotiation within thirty (30) days of the dispute arising (or such other period as may be mutually agreed between the parties) shall be referred to arbitration under the rules of the London Court of International Arbitration. Such dispute or difference will be determined by a single arbitrator acceptable to the parties.

15.3 If the parties are unable to agree on a single arbitrator within fourteen (14) days of each suggesting the name of a suitable arbitrator, either party may apply to the President for the time being of The Confederation of British Industry for the name of an alternative arbitrator.

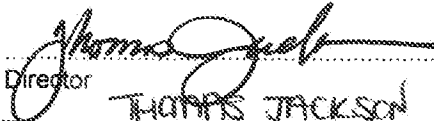
15.4 The place of arbitration shall be London and all proceedings shall be held in English.

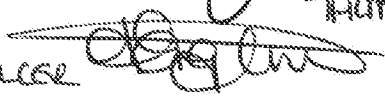
15.5 The decision of the arbitrator shall be final and binding and be treated as confidential between the parties. Any award made shall be promptly performed and/or paid without deduction or set off. Unless determined otherwise by the arbitrator, the costs and expenses of the arbitrator shall be borne equally between the parties.

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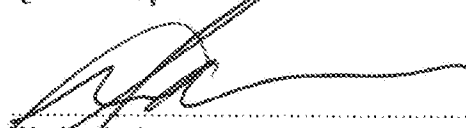
EXECUTED AS A DEED by the parties on the date which first appears in this deed.


Executed as a deed by HUNTING ENERGY SERVICES (UK) LIMITED acting by a director in the presence of:


Director
THOMAS JACKSON

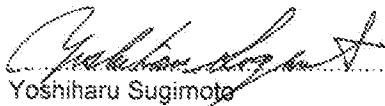
Signature of witness: 
Name of witness: ALLYSON MILICE
Address: BACENTON AVENUE, BRETLETHEN, ABERDEEN
Occupation: GENERAL COUNSEL, HUNTING ENERGY SERVICES

Executed as a deed by M.P. (EASTERN) LIMITED acting by a director in the presence of:



Wesley Anderson
Director

Signature of witness: 
Name of witness: STEPHEN ADAMS
Address: 8 MONTGOMERY AVENUE, LOWESTOFT, WESSEX, W32 4DZ
Occupation: PRODUCTION SUPERVISOR

Executed as a deed by JFE Steel Corporation acting by a general manager in the presence of:


Yoshiharu Sugimoto
General Manager
Intellectual Property Dept.

Signature of witness:
Name of witness: Sumihiro Yamagata
Occupation: Staff Manager of Licensing Section,
Intellectual Property Dept.
JFE Steel Corporation



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SCHEDULE 1

ASSIGNED IP

TRADEMARKS

W.K. H.G.

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HGF Ref	Invention	Applicant	Country	Status	Application No.	Application Date	Grant No.	Grant Date	Next Renewal
P234579U S	Tubular member having an anti-galling coating	Hunting Services Limited & Eastern Limited	USA	Granted	10/499,796	20/Dec/2002	7,472,927	06/Jan/2009	06/Jul/2020

H.S.P.

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SCHEDULE 2

LICENCES

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RECORDED: 01/30/2020

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