

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SAUDI ARAMCO UPSTREAM TECHNOLOGY COMPANY	04/19/2020
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: 1	
Property Type	Number
Application Number:	17139620
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ATTORNEY DOCKET NUMBER:	38136-0831001
NAME OF SUBMITTER:	KIMBERLEY LARSON-HERMAN
SIGNATURE:	/Kimberley Larson-Herman/
DATE SIGNED:	01/06/2021
Total Attachments: 6	
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source=38136-0831001; SA7924 - SAUTC to SAO - FILED#page2.tif	
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ASSIGNMENT

This PATENT ASSIGNMENT ("ASSIGNMENT"), dated as of April, 2020 ("Effective Date"), is made and entered into by and between **SAUDI ARAMCO 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 (ii) 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.

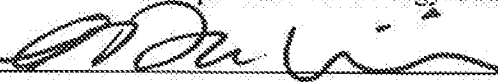
8. **AUTHORITY TO ENTER INTO ASSIGNMENT**

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 Aramco Upstream Technology Company

Signature: 

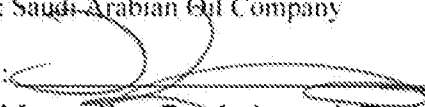
Date: April 19, 2020

Name: Ashraf M. Al-Tahini

Title: Chief Executive Officer

SAO hereby acknowledges and accepts the foregoing assignment.

Assignee: Saudi Arabian Oil Company

Signature:  _____

Date: April 19, 2020

Name: Kwadjo S. Adusei-Poku

Title: Sr. Counsel, IP Practice Lead

APPENDIX A

Country	Application No.	Filing Date	Title	Attorney Docket No.	Client Reference No.
United States	16/593,667	10/4/2019	SOREL CEMENT COMPOSITION AND METHOD TO CURE LOSS OF CIRCULATION	38136-0840001	SA7935 - ASC0412-US01-NP
United States	16/593,820	10/4/2019	METHOD OF APPLICATION OF SLIDING-RING POLYMER TO ENHANCE ELASTIC PROPERTIES IN OIL-WELL CEMENT	38136-0809001	SA7885 - ASC0401-US01-NP
United States	16/653,367	10/15/2019	SYNTHESIS OF JANUS NANOMATERIALS	38136-0807001	SA7883 - ASC0399-US01-NP
United States	16/667,097	10/29/2019	SYSTEMS AND METHODS FOR DETERMINING MECHANICAL PROPERTIES OF MATERIALS USING SENSITIVE TESTING	38136-0811001	SA7888 - ASC0390-US01-P
United States	16/668,730	10/30/2019	CROSS-LINKED POLYROTAXANES AND THEIR APPLICATION IN CEMENT	38136-0808001	SA7884 - ASC0400-US01-NP
United States	16/709,533	12/10/2019	ORGANIC SALTS OF OXIDIZING ANIONS AS ENERGETIC MATERIALS	38136-0847001	SA7863 - ASC0393
United States	16/746,016	1/17/2020	ESTIMATING NATURAL FRACTURE PROPERTIES BASED ON PRODUCTION FROM HYDRAULICALLY FRACTURED WELLS	38136-0985001	SA71140/ASC0448-US01-P
United States	62/955,717	12/31/2019	VISCOELASTIC-SURFACTANT FRACTURING FLUIDS HAVING OXIDIZER	38136-0831P01	SA7924
United States	62/927,441	10/29/2019	DETERMINATION OF HYDROCARBON PRODUCTION RATES FOR AN UNCONVENTIONAL HYDROCARBON RESERVOIR	38136-0871P01	SA7978 - ASC0421-US01-NP
United States	62/942,949	12/3/2019	ACCOMMODATING NON-DARCIAN EFFECTS OF SLIP FLOW AND KNUDSEN DIFFUSION ON GAS FLOW FOR USE IN RESERVOIR SIMULATIONS	38136-0984P01	SA71139 - ASC0447-US01-P
United States	62/957,556	1/6/2020	DETERMINING THE RHEOLOGICAL PROPERTIES OF A FLUID THROUGH A NON-LINEAR RESPONSE	38136-0532P01	SA7527 - IP-17-192