

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	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: 1		
	Property Type	Number
	Application Number:	16936215
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ATTORNEY DOCKET NUMBER:	38136-0751001	
NAME OF SUBMITTER:	KIMBERLEY LARSON-HERMAN	
SIGNATURE:	/Kimberley Larson-Herman/	
DATE SIGNED:	01/15/2021	
Total Attachments: 5		
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source=38136-0751001; SA7795 (ASC0374-US01-P) - assignment SAUTC to SAO - FILED#page4.tif		
source=38136-0751001; SA7795 (ASC0374-US01-P) - assignment SAUTC to SAO - FILED#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.

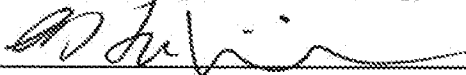
8. **AUTHORITY TO ENTER INTO ASSIGNMENT**

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