

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6523887

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	MAERSK SUPPLY SERVICE A/S	12/17/2020
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	PHOENIX II A/S	
<b>Street Address:</b>	ESPLANADEN 50	
<b>City:</b>	COPENHAGEN	
<b>State/Country:</b>	DENMARK	
<b>Postal Code:</b>	1263	
<b>PROPERTY NUMBERS Total: 4</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	16434844	
<b>Application Number:</b>	16738323	
<b>Application Number:</b>	16434717	
<b>Application Number:</b>	16864679	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>		
<b>Phone:</b>	703-668-8000	
<b>Email:</b>	dcmalroom@hdp.com	
<b>Correspondent Name:</b>	HARNES, DICKEY & PIERCE, P.L. C.	
<b>Address Line 1:</b>	P.O. BOX 8910	
<b>Address Line 4:</b>	RESTON, VIRGINIA 20195	
<b>ATTORNEY DOCKET NUMBER:</b>	16694M-000001-US	
<b>NAME OF SUBMITTER:</b>	ANDREW M. WAXMAN	
<b>SIGNATURE:</b>	/Andrew Waxman/	
<b>DATE SIGNED:</b>	01/29/2021	
<b>Total Attachments: 8</b>		
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This Assignment Agreement (the "**Agreement**") is entered into on 17<sup>th</sup> December 2020 (the "**Effective Date**") between:

- 1) Maersk Supply Service A/S, a company incorporated under the laws of Denmark, having its registered address at Esplanaden 50, DK-1263 Copenhagen, Denmark, with CVR no. 31414377 (the "**Assignor**"); and
- 2) Phoenix II A/S, company incorporated under the laws of Denmark, having its registered address at Esplanaden 50, DK-1263 Copenhagen, Denmark, with CVR no. 38281364 (the "**Assignee**").

(the Assignor and the Assignee shall jointly be referred to as the "**Parties**", and individually as a "**Party**")

Whereas:

- A. the Assignor is the owner of the Assigned Rights;
- B. the Assignor has agreed to sell, transfer and assign to the Assignee the Assigned Rights; and
- C. the Assignee agrees to accept the Assigned Rights according to the terms and conditions of this Agreement.

now therefore, it is hereby agreed as follows:

## **1 Definitions and interpretation**

- 1.1 For the purpose of this Agreement, the following definitions and rules of interpretation apply:

**"Assigned Rights"** means the Patents and the Intellectual Property.

**"Business Day"** means weekdays excluding weekends and public holidays in Denmark.

**"Intellectual Property"** means any and all intellectual property of any kind whatsoever pertaining to the Technical Field, including know-how, trade secrets, copyrights, inventions, software, data, patents and patent applications, trademark rights, utility model rights, and design rights including rights to use and protect confidential information (including know-how), including rights to apply for and be granted applications for any of the above and any continuations, continuations-in-part, divisional applications, renewals or extensions of, and rights to claim priority from, those rights, and any similar right recognized from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above.



**"Patents"** means the patents and the applications short particulars of which are set out in Schedule 1.

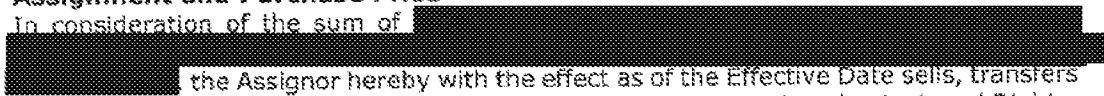
**"Technical Field"** means the technical solutions to be applied by the Assignee when providing its offshore wind farm installation solution and services to its customers (e.g. with respect to the jacking system, barge landing system, transport frame elevator system and the crane capacity etc.) and including the technical solution as described in the Patents.

**"VAT"** means value added tax or any equivalent tax chargeable in Denmark or elsewhere.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.4 References to clauses and Schedules are to the clauses and Schedules of this Agreement.
- 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 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.
- 1.9 A reference to writing or written includes email.
- 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 Assignment and Purchase Price**

2.1 In consideration of the sum of



the Assignor hereby with the effect as of the Effective Date sells, transfers and assigns to the Assignee all its right, title and interest in and to the Assigned Rights, including:

- (a) the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Patents; and
- (b) 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 any of the Assigned Rights whether occurring before, on, or after the date of this Agreement.

### **3 VAT**

The Purchase Price stated in section 2.1 must be added Danish VAT of 25%.

### **4 Assumption of liabilities, obligations, representations and warranties**

- 4.1 The Assignee shall assume and take over the Assignors actual and potential liabilities and obligations related to the Assigned Rights.
- 4.2 Assignor represents, warrants and certifies that the Assignor is the sole and exclusive owner of the Intellectual Property, and declares that to the knowledge of the Assignor, there do not exist any rights belonging to third parties who may encumber or constitute bars to the use or registration of the Assigned Rights.
- 4.3 The Parties declare that they have no other claims against each other on the basis of any use of the Assigned Rights which may or may not have occurred before the Effective Date.
- 4.4 Assignor shall be responsible for recordal of the transfer of the and recordal costs in connection with the transfer.

The Assignee undertakes and promises to sign all deeds and any other documents, which may prove to be necessary for recording of the transfer of the Assigned Rights.

### **5 Waiver**

- 5.1 No failure or delay by a Party to exercise any right or remedy provided under this Agreement 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.

### **6 Breach**

- 6.1 In case of breach of any obligations, representations and warranties of this Agreement the breaching Party shall indemnify and hold harmless the other Party to this Agreement against any documented loss, including all reasonable costs, expenses, fees and losses incurred by the non-breaching Party resulting from such breach.

### **7 Entire agreement**

- 7.1 This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 7.2 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each Party agrees that it shall have no claim for innocent

or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

**8 Amendments**

No variation of this Agreement shall be effective unless it is made in writing and signed by the Parties or their authorised representatives.

**9 Severance**

9.1 If any provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

9.2 If any provision of this Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

**10 Notices**

10.1 Any notice or communication under or in connection with this Agreement shall be in writing, in English language and shall be delivered by (i) hand or by pre-paid first-class post or other next working day delivery service at its registered office or its principal place of business as set forth below in clause 10.4; or (ii) by email to the address/addresses set forth below in clause 10.4.

10.2 A notice by email under this Agreement will be deemed to have been received when the Party to which the email message is addressed acknowledges by notice in accordance with this Clause 10 (but without need for acknowledgement of the acknowledgment) having received that email message, with a read receipt or an automatic reply not constituting acknowledgment of an email message for purposes of this Clause 10.

10.3 If the sender of a notice in accordance with Clause 10.2 receives a machine-generated message that delivery has failed, or if the sender does not receive an acknowledgement in accordance with Clause 10.2, that notice will nevertheless be deemed to have been received when originally sent by email if no more than 10 Business Days later the sender delivers a tangible copy of that notice with end-to-end tracking and all fees prepaid.

10.4 The addresses for notice of the Assignor and the Assignee shall be:

Maersk Supply Service A/S  
Att.: Head of Legal, Fredrik Olsson  
Address: Lyngby Hovedgade 85, DK-2800 Lyngby  
Telephone number: [REDACTED]  
Email: [REDACTED]

Phoenix II A/S  
Att.: A.P.Møller - Mærsk - Head of Legal's Office  
Address: Esplanaden 50, DK-1263 Copenhagen K  
Telephone number: [REDACTED]  
Email: [REDACTED]

**11 Governing law**

- 11.1 This Agreement and any contractual obligations arising out of or in connection with this Agreement shall be governed by and construed and interpreted in accordance with the laws of Denmark, excluding, however, Danish provisions on choice of law to the extent such provisions would otherwise lead to the application of any other law than Danish law.

**12 Jurisdiction**

- 12.1 Any dispute shall be finally settled by the Danish Institute of Arbitration (Copenhagen Arbitration), (hereinafter referred to as the "Institute") in accordance with its rules of procedure. The arbitration tribunal shall consist of one member. However, any Party or group of Parties may require (within 14 days of submitting an application for arbitration or of receiving notice of arbitration) that the arbitration tribunal shall consist of 3 (three) members. In case of a tribunal of one member, the Institute shall appoint such member. In case of a tribunal of three members, each Party will appoint one member of the tribunal, while the Institute shall appoint the third member who will act as the chairman of the arbitration tribunal. If a Party fails to appoint a member of the tribunal within 45 days of submitting an application for arbitration or of receiving notice of arbitration, the Institute will also appoint that member of the tribunal.
- 12.2 The arbitration tribunal shall be seated in Copenhagen. The language to be used in the arbitration shall be English.
- 12.3 This Clause 12 does not imply a waiver of the use of interlocutory remedies such as attachment and/or injunction.
- 12.4 The Parties shall keep all matters confidential in relation to arbitration proceedings covered by this provision, including without limitation the existence of the dispute, the nature of the individual Parties' claim and the arbitration tribunal's decisions and awards.

*[Separate signature pages to follow]*

Signed for and on behalf of the Assignor: Signed for and on behalf of Assignee:

DocuSigned by:  
By Steen S. Karstensen  
280858619418482

Name: Steen Karstensen

Title: CEO

Date: 17 December 2020

DocuSigned by:  
By Anne Pindborg  
DA26CDDDF52E4A8

Name: Anne Pindborg

Title: Chairman

Date: 17 December 2020

DocuSigned by:  
By Jonas Munch Agerskov  
232C81D45D84486

Name: Jonas Munch Agerskov

Title: Project Manager

Date: 17 December 2020

DocuSigned by:  
By Henrik Christian Konradsen  
G9659C078803487

Name: Henrik Christian Konradsen

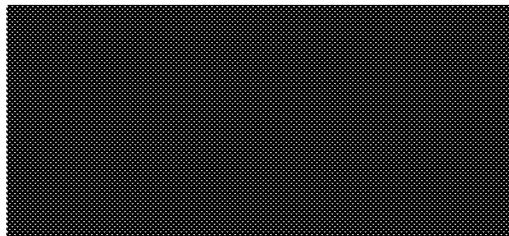
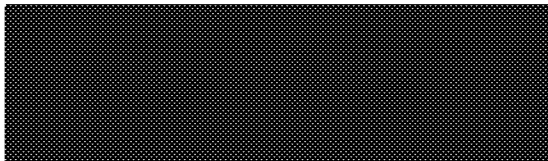
Title: Director

Date: 17 December 2020



### **Schedule 1 – Patents**

[Separate schedule attached.]



Case ID	Family Title	Region	Application Number	Publication Number	Issue Number	Applicant	Filing Date	Grant Date	Application Status
P35861US00	A METHOD OF SECURING AND TRANSPORTING A LOAD BETWEEN A VESSEL AND AN OFFSHORE INSTALLATION AND AN APPARATUS THEREFOR (Securing mechanism between a barge and a jack-up)	US	16244944	162400307525	10669377	Maersk Supply Service AS	07/06/2018	25/02/2020	Granted
P35861US01	A METHOD OF SECURING AND TRANSPORTING A LOAD BETWEEN A VESSEL AND AN OFFSHORE INSTALLATION AND AN APPARATUS THEREFOR (Securing mechanism between a barge and a jack-up)	US	16738373	162400307525		Maersk Supply Service AS	09/01/2020		Application filed
P35861US02	A METHOD OF SECURING AND TRANSPORTING A LOAD BETWEEN A VESSEL AND AN OFFSHORE INSTALLATION AND AN APPARATUS THEREFOR (Lifting / transferring mechanism for a platform on a barge to a jack up)	US	16434177	US20200309568		Maersk Supply Service AS	07/06/2019		Application filed
P35861US03	A METHOD OF SECURING AND TRANSPORTING A LOAD BETWEEN A VESSEL AND AN OFFSHORE INSTALLATION AND AN APPARATUS THEREFOR (Lifting / transferring mechanism for a platform on a barge to a jack up)	US	16864879	162400309587		Maersk Supply Service AS	01/05/2020		Application filed