

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6594842

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	SAUDI ARAMCO UPSTREAM TECHNOLOGY COMPANY	02/08/2021
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:	16990757
CORRESPONDENCE DATA		
Fax Number:		
<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:	713-223-2300	
Email:	docketing@bracewell.com	
Correspondent Name:	BRACEWELL LLP	
Address Line 1:	P.O. BOX 61389	
Address Line 4:	HOUSTON, TEXAS 77208-1389	
ATTORNEY DOCKET NUMBER:	0004159.051480 (SA51480)	
NAME OF SUBMITTER:	ESMERALDA MENDOZA	
SIGNATURE:	/Brad Y. Chin/	
DATE SIGNED:	03/11/2021	
Total Attachments: 9		
source=Assignment_from_SAUTC_to_SAO_for_Applications_Filed_in_2020#page1.tif		
source=Assignment_from_SAUTC_to_SAO_for_Applications_Filed_in_2020#page2.tif		
source=Assignment_from_SAUTC_to_SAO_for_Applications_Filed_in_2020#page3.tif		
source=Assignment_from_SAUTC_to_SAO_for_Applications_Filed_in_2020#page4.tif		
source=Assignment_from_SAUTC_to_SAO_for_Applications_Filed_in_2020#page5.tif		
source=Assignment_from_SAUTC_to_SAO_for_Applications_Filed_in_2020#page6.tif		

source=Assignment_from_SAUTC_to_SAO_for_Applications_Filed_in_2020#page7.tif

source=Assignment_from_SAUTC_to_SAO_for_Applications_Filed_in_2020#page8.tif

source=Assignment_from_SAUTC_to_SAO_for_Applications_Filed_in_2020#page9.tif

PATENT

REEL: 055556 FRAME: 0144

PATENT ASSIGNMENT

This PATENT ASSIGNMENT (the "Assignment"), having an effective date of _____, 2021 (the "Effective Date") is entered into by and between SAUDI ARAMCO UPSTREAM TECHNOLOGY COMPANY ("SAUTC"), a limited liability company with a business address of 1 Eastern Avenue, Dhahran, 31311, Saudi Arabia, and SAUDI ARABIAN OIL COMPANY ("SAO"), a limited liability company organized under the laws of the Kingdom of Saudi Arabia, with a business address of 1 Eastern Avenue, Dhahran, 31311, Saudi Arabia.

WHEREAS SAUTC is an owner in mesne of certain patent applications listed in Appendix A ("the Patent Applications"), including the inventions associated therewith;

WHEREAS SAUTC is willing to sell, convey, assign and transfer SAUTC's entire right, title and interest in and to the Patent Applications; and

WHEREAS SAO desires to acquire SAUTC's entire right, title and interest in and to the Patent Applications in exchange for mutually agreed upon consideration.

NOW, THEREFORE, for and in consideration of mutual covenants contained herein as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SAUTC and SAO agree as follows:

1. Assignment

SAUTC does hereby sell, assign, and transfer to SAO all of SAUTC's right, title and interest, in and to the following (the "Assigned Patent Applications"):

- (a) The patents and patent applications set forth in Appendix A hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof; and
- (b) All rights of any kind whatsoever of SAUTC accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, including the right to prosecute the Patent Applications in its own name or in the name of SAUTC whenever reasonably necessary, and the right to claim priority to any of the Patent Applications.

2. Rights of Recovery

SAUTC does hereby sell, assign, and transfer to SAO:

- (a) Any and all royalties, fees, income, payments, and other proceeds due or payable as of the Effective Date or thereafter with respect to any and all of the Assigned Patent Applications; and
- (b) Any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the Effective Date, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Recordation and Further Assistance

- (a) SAUTC hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all Letters Patent of the United States on the Assigned Patent Applications to SAO, as assignee of its entire interest.
- (b) SAUTC further agrees that it will, at any time, upon request, execute and deliver any and all papers and take such actions that may be necessary or desirable to perfect the title of said invention and to such Letters Patent as may be granted therefor, to SAO, its successors, assigns, or other legal representatives or complete filing requirements for the Patent Applications and that if SAO shall desire to file any divisional or continuation applications or to secure a reexamination or reissue of such Letters Patent, or to file a disclaimer relating thereto, will upon request, sign all papers, make all rightful oaths and do all lawful acts requisite for the filing of such divisional or continuation application, or such application for reissue and the procuring thereof, and for the filing of such disclaimer.
- (c) SAUTC does further agree that it will, at any time upon request, communicate to SAO, its successors, assigns or other legal representatives, such facts relating to said invention and Letters Patent or the file history thereof as may be known to it or its employees, and testify as to the same in any interference or other litigation when requested so to do, without further compensation but at the expense of SAO, its successors, or other legal representatives.

4. 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 agreement, understandings, representations, duties, statement are merged into, terminated and/or superseded by this Assignment.

5. Counterparts

This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment. Electronic signatures shall be acceptable as original signatures.

6. Successors and Assigns

This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Acknowledgements

- (a) SAUTC agrees that SAO may, at its discretion, record this Assignment with the United States Patent and Trademark Office or a patent office in any other jurisdiction.
- (b) SAUTC acknowledges receipt of fair and adequate consideration for this Assignment.

Each person signing this Assignment warrants and represents that they are duly authorized, with full authority to bind the party, and that no signature of any other person or entity is necessary to bind the party.

* * * *

EXECUTED

THIS 8th day of February, 2021

**SAUDI ARAMCO UPSTREAM
TECHNOLOGY COMPANY**

By:



Name: Ashraf M. AlTahini

Title: Chief Executive Officer

EXECUTED

THIS 8th day of February, 2021

SAUDI ARABIAN OIL COMPANY

By: 

Name: Kwadjo S. Adisei-Poku

Title: Chief Counsel II, IP Practice Lead

APPENDIX A**The Patent Applications**

Country	Application No.	Filing Date	Title	Attorney Docket No.	Client Reference No.
UNITED STATES	16/434,978	6/07/2019	REVERSIBLE AMINAL GEL COMPOSITIONS, METHODS, AND USE	0004159.051089	(SA51089/ASC0069-US04-CIP of SA5876 CON of SA5466/ASC0069)
UNITED STATES	62/958,013	1/07/2020	REVERSIBLE AMINAL GEL COMPOSITIONS, METHODS, AND USE IN THREE-DIMENSIONAL PRINTING	0004159.051341	(SA51341/ASC0429-US01-P)
UNITED STATES	63/048,710	7/07/2020	SYSTEMS AND METHODS FOR HYDROCARBON RESERVOIR DIVIDED MODEL GENERATION AND DEVELOPMENT	0004159.051367	(SA51367/ASC436-US01-P)
UNITED STATES	16/924,984	7/09/2020	METHODS AND SYSTEMS FOR DETERMINING FLUID CONTENT IN FORMATION SAMPLES USING LOW FIELD NUCLEAR MAGNETIC RESONANCE	0004159.051310	(SA51310/ASC0420)
UNITED STATES	63/057,734	07/28/2020	Method and Apparatus for Looking Ahead of the Drill Bit	0004159.051482	(SA51482) (ASC0481-NP)
UNITED STATES	16/990,478	8/11/2020	Surface Charge Modified NanoSurfactants for Reduced Retention by Reservoir Rock	0004159.051432	(SA51432/ASC0170-US03-CIP1 of SA5647)

UNITED STATES	16/990,498	8/11/2020	Fluoropolymers to Reduce Retention of NanoSurfactants to Carbonate Reservoir Rock for Applications in Oil Fields	0004159.051433	(SA51433/ASC0170-US04-CIP2 of SA5647)
UNITED STATES	16/991,845	8/12/2020	Encapsulation of Silica Nanoparticles for Release	0004159.0051093	(SA51093/ASC0373-US01-NP)
UNITED STATES	17/003,671	8/26/2020	Composition of Encapsulated Chemical Additives and Methods for Preparation of the Same	0004159.051564	(SA51564 DIV of SA5709/ASC0202)
UNITED STATES	17/021,843	9/15/2020	Concurrent Fluid Injection and Hydrocarbon Production from a Hydraulically Fractured Horizontal Well	0004159.051225	(SA51225/ASC0404-US01-NP)
UNITED STATES	17/039,892	9/30/2020	Method for Measuring Oil in Water Using Multi-Frequency Microwave Measurements	0004159.051481	(SA51481/ASC0479)
UNITED STATES	17/076,206	10/21/2020	Methods and Systems for Determining Reservoir and Fracture Properties	0004159.051313	(SA51313/ASC0419)

DELEGATION OF SIGNATURE AUTHORITY

The undersigned, Nabeel A. Al-Mansour, Senior Vice President, General Counsel and Secretary of the Saudi Arabian Oil Company (the "**Company**"), acting consistent with Article 17, Section (5) of the January 1, 2018 By-laws (the "**Bylaws**") of the Company and the Resolutions of the Board of Directors dated March 14, 2018 and August 7, 2018, hereby authorizes each of the individuals listed below (collectively, the "**Authorized Individuals**"), acting independently of the other Authorized Individuals, to sign, countersign, execute, accept and/or deliver papers and instruments in writing, that in the usual course of business require signature, and are required by the relevant patent, trademark, or copyright offices to be filed or submitted in support of the Company's intellectual property ("**IP**") registrations, applications for registration, or any other IP related filings. The papers and instruments are listed in Attachment 1 of this delegation of signature authority. Any other papers and instruments that relate to patent enforcement or challenging the validity of a United States patent before the United States Patent and Trademark Office shall be referred to the General Counsel for approval.

No.	Title or Name
1.	Associate General Counsel, Legal Specialties
2.	Practice Leader, IP Legal Practice
3.	Steven G. Morgan, IP Counsel
4.	James M. Sellers, IP Counsel
5.	David E. Sewell, IP Counsel

This delegation of signature authority is subject to: the Company's Bylaws, Resolutions of the Board of Directors of the Company, the Management Guide, and such other policies and procedures as have been heretofore or may hereafter be adopted by the Company. This delegation of signature authority shall extend only to those documents and other written instruments described herein which relate to the functions normally performed or supervised on behalf of the Company by the incumbent (or acting incumbent) in the position described above. It shall not extend to any agreement with the Saudi Arabian Government.

This DELEGATION OF AUTHORITY shall be effective immediately.

Executed this 17th day of December 2018 at Dhahran, Saudi Arabia.



Nabeel A. Al-Mansour
Senior Vice President, General Counsel and
Secretary

Delegation of Signature Authority -- Attachment I

Document	Description
Affidavits	This document is used to verify the signature authority of the individual(s) signing on behalf of SAO. Typically, this document must be notarized/legalized and/or must include a copy of the document (e.g., board of directors resolution, articles of incorporation) giving the signatory authority to sign.
Execution of Powers of Attorney (POAs)	Appoints outside counsel (who are previously approved and engaged by the Company, i.e., not new firms) and foreign associates as attorney/agent to transact all business in a particular patent office, generally or in connection with a stated patent or trademark application.
Revocation of POAs	The specific purpose of this document is to withdraw the POA from a foreign associate in order to engage legal services with another foreign associate.
Assignment Acceptances	The assignment is signed by the inventor to transfer ownership from an inventor to SAO or from a subsidiary to SAO (e.g., ASC to SAO). In some instances, SAO is required to execute an acceptance of the assignment.
Substitute Statements	These statements are used in place of an inventor oath or declaration in cases where the inventor is deceased or has left the company and refuses to sign despite frequent requests. It is usually a final attempt to preserve the intellectual asset from abandonment.