

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6790967

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
TEXAS INSTITUTE OF SCIENCE, INC.	06/26/2021
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	HESS CORPORATION
<b>Street Address:</b>	1185 AVENUE OF THE AMERICAS
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10036
<b>PROPERTY NUMBERS Total: 4</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	10883488
<b>Patent Number:</b>	10995745
<b>PCT Number:</b>	US2020066685
<b>PCT Number:</b>	US2020067202
<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>	214.653.2400
<b>Email:</b>	scott@griggslaw.com, filing@griggslaw.com
<b>Correspondent Name:</b>	SCOTT T. GRIGGS
<b>Address Line 1:</b>	12900 PRESTON ROAD, SUITE 204
<b>Address Line 4:</b>	DALLAS, TEXAS 75230
<b>ATTORNEY DOCKET NUMBER:</b>	1315.1072V
<b>NAME OF SUBMITTER:</b>	SCOTT T. GRIGGS
<b>SIGNATURE:</b>	/Scott Griggs Reg. No. 48,331/
<b>DATE SIGNED:</b>	06/30/2021
<b>Total Attachments: 7</b>	
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**ASSIGNMENT AGREEMENT**

This Assignment Agreement (the “Assignment Agreement”) is made as of the 29<sup>th</sup> of June 2021 (the “Effective Date”) by and between Texas Institute of Science, Inc., a corporation existing under the laws of the State of Texas, doing business at 4125 Kyndra Crl., Richardson, TX 75082 (hereinafter “**Assignor**”) and Hess Corporation, a corporation existing under the laws of the State of Delaware, doing business at 1185 Avenue of the Americas, New York, New York 10036 (hereinafter “**Assignee**”). Assignor and Assignee may be referred to hereinafter collectively as the “Parties” and individually as a “Party.”

WHEREAS Assignor owns the entire right, title and interest in, to, and under the patent assets and inventions listed in **Schedule A**.

WHEREAS, Assignee desires to acquire the entire right, title, and interest in, to and under the above patent assets and inventions and applications and any patents which may be granted on said inventions or any non-provisional patent applications claiming priority therefrom, in the United States and in any and all foreign countries;

NOW, THEREFORE, in accordance with a certain Master Goods and Services Agreement effective December 4<sup>th</sup> 2019 by and between Assignor and Assignee (the “Master Agreement”) and for good and valuable consideration as stated in the Master Agreement, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

**1. Assignment**

**1.1** Assignor does hereby irrevocably sell, assign, and transfer, unto Assignee, the full, entire, and exclusive right, title, and interest in, to and under (a) said inventions and worldwide rights therein; (b) said patent assets and applications, including all divisions, continuations and

substitutions thereof; and (c) all United States, international, and foreign patents which shall issue on said inventions, including all title of inventions listed in **Schedule A**, reissues, renewals and extensions thereof, for the United States, its territories and possessions and all foreign countries, including the right to file corresponding applications for Letters Patent or the legal equivalent thereof on said invention in any and all foreign countries, and the right to claim priority under any and all treaties and conventions to which the United States of America is signatory including the Paris Convention for the Protection of Industrial Property and the Patent Cooperation Treaty (PCT) of the World Intellectual Property Organization (WIPO) for such corresponding applications, or any division, continuation, renewal or substitution thereof, and as to letters patent and any reissue, re-examination or extension thereof, the same to be held and enjoyed by said Assignee, its assigns and successors, as fully and entirely as the same would have been held and enjoyed by us, had this assignment not been made.

**1.2** Assignor hereby authorizes and requests the Patent Office of the United States and any and all foreign countries to issue any and all of said patents, when granted to Assignee as the Assignee of its entire right, title and interest in and to the same, for the sole use and enjoyment of Assignee, its successors, and assigns.

**1.3** Further, Assignor agrees to communicate to Assignee, or its representatives, any facts known to Assignor respecting said inventions, and testify in any legal proceedings, sign all lawful papers, execute all non-provisional patent applications, divisions, continuations, substitutions, renewals, and reissue applications, execute all necessary papers to cause any and all of said patents to be issued to Assignee, make all rightful oaths and generally do everything necessary or desirable to aid Assignee, its successors and assigns, to obtain and enforce proper

protection for said inventions in the United States and in any and all foreign countries.

**2. Representations and Warranties**

**2.1** Each Party represents and warrants that it has the full power and authority to enter into this Assignment Agreement and to perform its obligations hereunder.

**2.2** Assignor represents and warrants that Assignor is the lawful owner of all right, title and interest in, to and under the inventions, the patent assets and patent applications (the "Patent Assets") and has the unrestricted right to grant the rights granted under section 1 of this Assignment Agreement free and clear of any title defects, encumbrances, liens, security interests, mortgages, registrations, licenses, immunities or claims of any nature (including without limitation covenants not to sue or any other restrictions on the rights relating to the Patent Assets) whether threatened, pending or otherwise held or claimed by anyone. Assignor represents and warrants that it has not received notice of (and Assignor is not aware of any facts or circumstances which could reasonably be expected to give rise to) any other actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patent Assets.

**3.** On the Effective Date Assignor shall send to Assignee at Assignor's cost:

- (a) Original letters patent for the Patent Assets;
- (b) Originals of all assignment agreements for the Patent Assets;
- (c) each patent prosecution file in its possession for each of the Patent Assets;
- (d) to the extent the same are in the possession, custody or control of the Assignor, copies of those relevant portions of laboratory notebooks and related documents and things as are reasonably related to the conception, reduction to practice, and prosecution of any

Patent Asset. To the extent such documents currently exist Assignor further agrees to maintain such records intact consistent with its policy for records retention.

**4. General**

**4.1 Governing Law and dispute Resolution.** The provisions of this Agreement and the relationship of the Parties shall be governed and interpreted according to the laws of the State of Texas, without giving effect to principles of conflicts of laws that would direct application of the laws of another jurisdiction. Any proceedings arising from or relating to disputes under this Agreement shall be brought and maintained exclusively in the federal or state courts located in Harris County, Texas, and each Party waives any objection it may have to venue therein. The Parties agree to waive trial by jury.

**4.2 No Waiver.** No delay, failure or waiver by either Party to exercise any right or remedy under this Agreement, and no partial or single exercise of any such right or remedy, will operate to limit, preclude, cancel, waive or otherwise affect such right or remedy, nor will any single or partial exercise of such right or remedy limit, preclude, impair or waive any further exercise of such right or remedy or the exercise of any other right or remedy.

**4.3 Severability.** If any provision of this Agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions or of this Agreement as a whole will not be affected; and, in such event, such provision will be changed and interpreted so as best to accomplish the objectives of such provision within the limits of applicable law or applicable court decision.

**4.4 Entire Agreement.** This Agreement, including any exhibit(s) hereto which are incorporated herein by this reference, serves to document formally the entire understanding

between the Parties relating to the subject matter hereof, and supersedes and replaces any prior or contemporaneous agreements, negotiations or understandings (whether oral or written) relating to the same subject matter. No amendment or modification of any provision of this Agreement will be effective unless in writing and signed by a duly authorized signatory of the Party against which enforcement of the amendment or modification is sought.

[INTENTIONALLY BLANK – DECLARATION AND SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**ASSIGNOR TEXAS INSTITUTE OF SCIENCE, INC.**

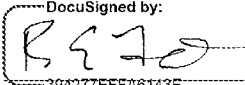
By:  DocuSigned by:  
B8E8ACF3DF434D4...

Name: Dr. Laslo Olah

Position: Director

Date: 6/26/2021

**ASSIGNEE HESS CORPORATION**

By:  DocuSigned by:  
394277EFA6143E...

Name: Rob Fast

Position: CTO

Date: 6/29/2021



Schedule A

<b>Title/ Reel and Frame</b>	<b>Country</b>	<b>Inventors/ Reel/Frame of Inventors Assignment to Texas Institute of Science, Inc.</b>	<b>Serial No./ Filing Date</b>	<b>Patent No./ Issue Date</b>	<b>Status</b>
Submersible Pump Assembly and Method for Use of Same <b>TXIS Reference: Stacked Pump Units</b>	U.S.	Simon Oman, Marko Nagode, Jernej Klemenc, Franc Majdic, Marko Hocevar, Ales Gosar, Andrej Skrllec, Laslo Olah  Reel: 052761/Frame: 0071	16/883,719 May 26, 2020	10,883,488 Jan. 5, 2021	<b>Granted.</b>  Year 4 Maintenance Fee Due: Jan. 5, 2024 – July 5, 2024 (without surcharge)
Submersible Pump Assembly and Method for Use of Same <b>TXIS Reference: Pump Unit</b>	U.S.	Simon Oman, Marko Nagode, Jernej Klemenc, Franc Majdic, Marko Hocevar, Ales Gosar, Andrej Skrllec, Laslo Olah  Assignment 1: Reel: 052760/Frame: 0299	16/883,662 May 26, 2020	10,995,745 May 4, 2021	<b>Granted.</b>  Year 4 Maintenance Fee Due: May 4, 2024 – Nov. 3, 2024 (without surcharge)
Submersible Pump Assembly and Method for Use of Same <b>TXIS Reference: Stacked Pump Units PCT</b>	PCT	Simon Oman, Marko Nagode, Jernej Klemenc, Franc Majdic, Marko Hocevar, Ales Gosar, Andrej Skrllec, Laslo Olah  Assignment 2: Reel: 052974/Frame: 0599	PCT/US20/66685 Dec. 22, 2020  Priority Application No. 16/883,719	--	Foreign Filing Deadline: July 23, 2022
Submersible Pump Assembly and Method for Use of Same <b>TXIS Reference: Pump Unit PCT</b>	PCT	Simon Oman, Marko Nagode, Jernej Klemenc, Franc Majdic, Marko Hocevar, Ales Gosar, Andrej Skrllec, Laslo Olah  Assigned per U.S. counterpart assignment.	PCT/US20/67202 Dec. 28, 2020  Priority Application No. 16/883,662	--	Foreign Filing Deadline: July 23, 2022

**PATENT****RECORDED: 06/30/2021****REEL: 056720 FRAME: 0615**