

PATENT ASSIGNMENT COVER SHEET

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CONVEYING PARTY DATA	
Name	Execution Date
SAUDI ARAMCO UPSTREAM TECHNOLOGY COMPANY	10/11/2021
RECEIVING PARTY DATA	
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PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17399758
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PATENT ASSIGNMENT

This PATENT ASSIGNMENT (the "Assignment"), having an effective date of September 30, 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.

* * * * *

3rd Quarter 2021

EXECUTED

THIS 11 day of October, 2021

SAUDI ARAMCO UPSTREAM
TECHNOLOGY COMPANY

By:



Name:

Ashraf M. Al-Tahini

Title:

Chief Executive Officer

3rd Quarter 2021

EXECUTED

THIS 11th day of October, 2021.

SAUDI ARABIAN OIL COMPANY

By:

Name: Kwadio S. Adusei-Poku.

Title: Chief IP Counsel.