

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7268552

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
BAKER HUGHES OILFIELD OPERATIONS LLC	10/25/2021
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	GEOLINK (UK) LIMITED
<b>Street Address:</b>	96B QUEENS ROAD
<b>City:</b>	ABERDEEN
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	AB154YQ
<b>PROPERTY NUMBERS Total: 4</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	7057524
Patent Number:	7382686
Patent Number:	7277025
Patent Number:	9312798
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(860)286-0115
<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>	8602862929
<b>Email:</b>	usptopatentmail@cantorcolburn.com
<b>Correspondent Name:</b>	CANTOR COLBURN - BAKER HUGHES OILFIELD OPERATIONS
<b>Address Line 1:</b>	20 CHURCH STREET, 22ND FLR
<b>Address Line 4:</b>	HARTFORD, CONNECTICUT 06103
<b>ATTORNEY DOCKET NUMBER:</b>	INT0884A
<b>NAME OF SUBMITTER:</b>	KEITH J. MURPHY
<b>SIGNATURE:</b>	/Keith J. Murphy, Reg. No. 33979/
<b>DATE SIGNED:</b>	04/07/2022
<b>Total Attachments: 13</b>	
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DATED 25th OCTOBER 2021

BAKER HUGHES OILFIELD OPERATIONS LLC (1)

and

BAKER HUGHES ENERGY OILFIELD TECHNOLOGY LLC (FORMERLY GE ENERGY  
OILFIELD TECHNOLOGY, INC.) (2)

and

SONDEX WIRELINE LIMITED (3)

and

BAKER HUGHES HOLDINGS LLC (4)

and

GEOLINK (UK) LIMITED (5)

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ASSIGNMENT OF PATENTS

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WALKER MORRIS LLP  
33 Wellington Street  
LEEDS  
LS1 4DL  
Tel: +44 (0)113 283 2500  
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Ref: AQH/GE000452.1

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THIS AGREEMENT is made on 25th OCTOBER 2021

**BETWEEN:**

- (1) **BAKER HUGHES OILFIELD OPERATIONS LLC** (a Delaware limited liability company) whose registered office is at 818 West Seventh Street, #930, Los Angeles, CA, 90017 USA (**BH**);
  - (2) **BAKER HUGHES ENERGY OILFIELD TECHNOLOGY LLC** whose registered office is at 1209 Orange Street, Wilmington, Delaware 19801 USA (**BHEOT**);
  - (3) **SONDEX WIRELINE LIMITED** (company number: 03603786) whose registered office is at Cody Technology Park, Building X107 Range Road, Farnborough GU14 0FG United Kingdom (**Sondex**);
  - (4) **BAKER HUGHES HOLDINGS LLC** (a Delaware limited liability company) whose registered office is at 1209 Orange Street, Wilmington, Delaware 19801 USA (**BHHL**);
- together the Assignors; and
- (5) **GEOLINK (UK) LIMITED** (company number: SC354864) whose registered office is at 96b Queens Road, Aberdeen, United Kingdom, AB15 4YQ (the Assignee).
- each a Party and together the Parties.

**Background**

- (A) Pursuant to the IPPA, the Patents were purchased from the Baker Hughes Group by Lynx, a company related to the Assignee. The rights, obligations and liabilities under the IPPA were transferred to the Assignee by novation agreement dated 1 February 2017.
- (B) Pursuant to the IPPA, the Patents were assigned to Lynx by two companies within the Baker Hughes Group with rights to such Patents on 29 October 2018 (the 2018 Assignment). The Patents were assigned by Lynx to the Assignee on 9 August 2019.
- (C) On 27 February 2019 Sondex and BHEOT entered into an assignment agreement purportedly assigning the Patents from Sondex to BHEOT. Subsequently on 12 March 2019, BHEOT (as Seller) and the Assignee (as Guarantor) entered into an Asset Purchase Agreement with PDM by which they purported to sell the Patents to PDM (the APA). Also on 12 March 2019 BHEOT and PDM entered into an assignment agreement purporting to assign the Patents from BHEOT to PDM.
- (D) On 29 November 2020 BHEOT and BH entered into an assignment agreement by which the Patents were assigned to BH for the purpose of restoring them to the Assignee to the extent possible.
- (E) In order to restore the Patents to the Assignee to the extent possible and to address to the extent possible any impact upon the chain of title which may have arisen as a result, BH and the Assignee enter into this agreement to assign any and all rights in the Patents of BH to the Assignee on the terms set out in this assignment.
- (F) For the avoidance of doubt this agreement is intended by the Parties to be without prejudice to their positions with regard to the Claims and all other issues of dispute between Lynx and the

Assignee on the one hand and the Baker Hughes Group on the other hand which Claims and issues are the subject of separate negotiation.

**IT IS AGREED AS FOLLOWS:**

**1 INTERPRETATION**

1.1 In this agreement and the schedule, the following words have the following meanings:

**Affiliate** means in relation to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with that Party from time to time;

**Baker Hughes Group** means all subsidiaries and Affiliates of the Baker Hughes Company (formerly, Baker Hughes, a GE Company) including but not limited to BH, BHEOT, GE Energy, Baker Hughes Energy Technology UK Limited (formerly known as GE Oil & Gas UK Limited), Sondex, Sondex Limited and Sondex Wireline Aberdeen Limited;

**Business Day** means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

**Confidential Information** means all confidential information (however recorded or preserved) disclosed or made available to, directly or indirectly, the Assignors and PDM or their employees, officers, representatives or advisers relating to the Patents and the related technology including but not limited to:

- (a) any information that would be regarded as confidential by a reasonable business person relating to:
  - (i) the business, affairs, customers, clients, suppliers, plans, intentions or market opportunities of the Assignee; and
  - (ii) the operations, processes product information, know-how, designs, trade secrets or software of the Assignee.
- (b) any information or analysis derived from the Confidential Information;

**GE Energy** means GE Energy Oilfield Technology Inc., a Louisiana corporation, whose registered office is at 17021 Aldine Wesfield Rd., Houston TX 77073;

**IPFA** means the Intellectual Property Asset Purchase Agreement entered into by Lynx and Sondex on 29 December 2016;

**Lynx** means Lynx Drilling Tools Limited (company number: SC390418) whose registered office is at 96b Queens Road, Aberdeen, AB15 4YQ;

**Patents** means the patents set out in the Schedule; and

**PDM** means Prime Downhole Manufacturing LLC (a Delaware limited liability company) whose registered office is at 800 Northpark Central Drive, Suite 100, Houston, TX 77073, USA.

- 1.2 Clause and schedule headings shall not affect the interpretation of this agreement.
- 1.3 The Schedule forms 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 Schedule.
- 1.4 References to clauses and the schedule are to the clauses and schedule of this agreement.
- 1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural 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 amended, extended or re-enacted from time to time provided that, as between the Parties, no such amendment, extension or re-enactment shall apply for the purposes of this agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party. This clause does not, however, apply in relation to taxation.
- 1.8 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 **Writing or written** includes faxes but not e-mail.
- 1.10 Any words following the terms **including, include, in particular** 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.
- 1.11 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

## 2 ASSIGNMENT

2.1 Without prejudice to the provisions of the IPPA and the subsequent assignment of the Patents on 2 July 2018 to Lynx, in consideration of the sum of £1 (the sufficiency and receipt of which the Assignors expressly acknowledges), the Assignors hereby assigns to the Assignee, absolutely with full title guarantee, all of the right, title and interest which they holds in and to the Patents, and in and to all and any inventions disclosed in the Patents, including:

- 2.1.1 in respect of each and any invention disclosed in the Patents, the right to file an application, claim priority from such application, and prosecute and obtain grant of patent or similar protection in or in respect of any country or territory in the world;
- 2.1.2 the right to extend to or register in or in respect of any country or territory in the world each and any of the Patents, and each and any of the applications filed as aforesaid, and to extend to or register in, or in respect of, any country or territory in the world any patent or like protection granted on any of such applications.
- 2.1.3 the absolute entitlement to any patents granted pursuant to any of the applications filed as aforesaid; and
- 2.1.4 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 Patents or any patents granted on any of the applications filed as aforesaid, whether occurring before on or after the date of this agreement.

## 3 WARRANTIES

The Assignors hereby warrant that:

- 3.1 they have full power and authority to enter into this agreement and perform its obligations hereunder;
- 3.2 other than to PDM, they have not assigned, licensed or purported to assign or licence any of the rights under the Patents;
- 3.3 each Patent is free from any security interest, option, mortgage, charge or lien;



3.4 they are unaware of any infringement of, or any challenge to the validity of, any of the Patents or of anything that might render any of the Patents invalid or subject to a compulsory licence order or prevent any application in the Patents proceeding to grant;

3.5 they will not, and have not, assist, support or facilitate any third party infringement of the Patents; and

3.6 they will not, and have not, assist, support or facilitate any third party use of the Confidential Information.

#### **4 FURTHER ASSURANCE**

The Assignors shall, at their own cost, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, required by law or which the Assignee requests to vest in the Assignee the right, title and interest assigned to the Assignee under this agreement, including registration of the Assignee as applicant for, or proprietor of, the Patents.

#### **5 WAIVER**

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 ENTIRE AGREEMENT**

This agreement and the agreements referred to in the Recitals above contain the whole agreement between the Parties relating to its subject matter and supersede any prior agreements, representations or understandings between them unless expressly incorporated by reference in this agreement. Each Party acknowledges that it has not relied on, and shall have no remedy in respect of, any representation (whether innocent or negligent) made but not expressly embodied in this agreement. Nothing in this clause limits or excludes any liability for fraud or fraudulent misrepresentation.

#### **7 COSTS**

Within 30 days of receipt of the Assignee's bank account details, Assignor will pay to the Assignee the amount of £17,294.00 by way of partial compensation for the Assignee's legal costs associated with this agreement. For the avoidance of doubt, it is agreed that this clause 7 does not constitute

a waiver of any claim that the Assignee has against the Assignor for costs over and above the above amount which claims are expressly reserved to the Assignee.

## **8 VARIATION**

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

## **9 SEVERANCE**

9.1 If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

9.2 If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

## **10 COUNTERPARTS**

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each Party has executed at least one counterpart.

## **11 THIRD PARTY RIGHTS**

Save for clause 15 below, no person other than a Party to this agreement shall have any rights to enforce any term of this agreement.

## **12 NOTICES**

12.1 Any notice or other communication required to be given under this agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each Party required to receive the notice or communication as set out below:

12.1.1 BH: Steven G. Spears of 14990 Yorktown Plaza Drive, Houston Texas 77040.

12.1.2 BHEOT: Steven G. Spears of 14990 Yorktown Plaza Drive, Houston Texas 77040.

12.1.3 Sondex: Steven G. Spears of 14990 Yorktown Plaza Drive, Houston Texas 77040.

12.1.4 BHHIL: Steven G. Spears of 14990 Yorktown Plaza Drive, Houston Texas 77040.

12.1.5 Assignee: Alasdair M. Macrae of 96B Queens Road, Aberdeen AB15 4YQ.

or as otherwise specified by the relevant Party by notice in writing to each other Party.

12.2 Any notice or other communication shall be deemed to have been duly received:

12.2.1 if delivered personally, when left at the address and for the contact referred to in this clause;

12.2.2 if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; or

12.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

12.3 A notice or other communication required to be given under this agreement shall not be validly given if sent by e-mail.

12.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

### 13 GOVERNING LAW AND DISPUTE RESOLUTION

13.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales without giving effect to any choice or conflict of law provision. In the event of a dispute, controversy or difference arising out of or relating to this Agreement, it shall be finally settled under the Rules of Arbitration and Conciliation of the International Chamber of Commerce (ICC) by one arbitrator appointed in accordance with said Rules. The place of arbitration shall be London, England, and any award shall be final and binding on the Parties, and the Parties hereby waive the right of appeal to any court for amendment or modification of the arbitrator's award.

13.2 This clause 13 is intended by the Parties to be compatible with similar clauses in the IPPA and the 2018 Assignments and the Parties hereby agree that any claims made under this agreement can (but are not required to) be determined in a single arbitration along with claims made under those agreements.

IN WITNESS of which the Parties to this agreement have executed it as a deed and delivered it on the date first written in this agreement.

**SCHEDULE I - THE PATENTS**

Application Title	Country	Filed Date	Application Number	Grant Date	Patent No.
PRESSURE PULSE GENERATOR FOR MWD	United States of America	2002-01-22	10/466986	2006-06-06	7057524
PRESSURE PULSE GENERATOR FOR MWD	Canada	2002-01-22	2435788	2010-03-23	2435788
PRESSURE PULSE GENERATOR FOR MWD	France	2002-01-22	2710105.4	2006-01-11	1354125
PRESSURE PULSE GENERATOR FOR MWD	Germany (Federal Republic of)	2002-01-22	2710105.4	2008-01-11	60208662
PRESSURE PULSE GENERATOR FOR MWD	United Kingdom	2002-01-22	2710105.4	2006-01-11	1354125
DRILLING SIGNALLING SYSTEM	United States of America	2002-01-22	10/466984	2008-06-03	7382686
DRILLING SIGNALLING SYSTEM	France	2002-01-22	02716144.7	2005-12-14	1354127
DRILLING SIGNALLING SYSTEM	Germany (Federal Republic of)	2002-01-22	02716144.7	2005-12-14	60207982.9
DRILLING SIGNALLING SYSTEM	United Kingdom	2002-01-22	02718144.7	2005-12-14	1354127
DRILLING SIGNALLING SYSTEM	Canada	2002-01-22	2435785	2010-03-09	2435785
TELESCOPIC DATA COUPLER	United States of America	2005-07-29	10/543842	2007-10-02	7277025
TELESCOPIC DATA COUPLER	Canada	2004-12-14	2516170	2012-08-21	2516170
TELESCOPIC DATA COUPLER	Norway	2004-12-14	20053686	2013-09-16	333767
A TELESCOPIC DATA COUPLER	France	2004-12-14	4806041.2	2013-09-25	1699997
A TELESCOPIC DATA COUPLER	United Kingdom	2004-12-14	4806041.2	2013-09-25	1699997
A TELESCOPIC DATA COUPLER	Germany (Federal Republic of)	2004-12-14	4808041.2	2013-09-25	602004043433.7
DIRECTION ADJUSTMENT TOOL FOR DOWNHOLE DRILLING APPARATUS	United Kingdom	2007-08-30	0716856.0	2011-05-04	2442303
SENSOR COMMUTATED ELECTRIC MOTOR WITH SENSORLESS ANGULAR	United States of America	2011-11-10	13/270426	2016-04-12	9312798

EXECUTED (but not delivered until the date written at the start of this deed) AS A DEED by BAKER HUGHES OILFIELD OPERATIONS LLC acting by a director in the presence of:

*Lee Whitley*

Signature of a director officer

LEE WHITLEY

Name of director (BLOCK CAPITALS) officer

Witness' signature:

Witness' name (BLOCK CAPITALS):

Witness' address:

*[Signature]*  
BIANCA GARZA  
17021 Ashline Westfield  
Houston, TX 77073  
Legal Admin

Witness' occupation:

EXECUTED (but not delivered until the date written at the start of this deed) AS A DEED by BAKER HUGHES ENERGY OILFIELD TECHNOLOGY LLC acting by a director in the presence of:

*Lee Whitley*

Signature of a director officer

LEE WHITLEY

Name of director (BLOCK CAPITALS) officer

Witness' signature:

Witness' name (BLOCK CAPITALS):

Witness' address:

*[Signature]*  
BIANCA GARZA  
17021 Ashline Westfield  
Houston, TX 77073

Witness' occupation:

EXECUTED (but not delivered until the date written at the start of this deed) AS A DEED by SONDEX WIRELINE LIMITED acting by a director in the presence of:

*[Signature]*

Signature of a director

ALEXANDRE NARZAN - CEO

Name of director (BLOCK CAPITALS)


Witness' signature:

Witness' name (BLOCK CAPITALS):


Witness' address:

*[Signature]*  
LORENAE DUNN  
245 HAINESBURY ROAD  
LONDON W16 8PW

Witness' occupation:  
EXECUTED (but not delivered until the  
date written at the start of this deed) AS A  
DEED by BAKER HUGHES HOLDINGS  
LLC acting by a director in  
the presence of:

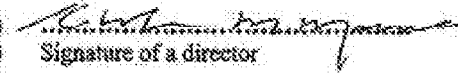
  
Signature of a director of LLC  
LEE WHITE  
Name of director (BLOCK CAPITALS)  
OF LLC

Witness' signature:  
Witness' name (BLOCK  
CAPITALS):  
Witness' address:

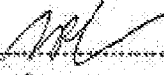
  
BIANCA GARCIA  
17021 ALOINE WITFIELD  
HOUSTON TX 77073  
Legal Admin

Witness' occupation:

EXECUTED (but not delivered until the  
date written at the start of this deed) AS A  
DEED by GEOLINK (UK) LIMITED acting  
by a director in  
the presence of:

  
Signature of a director  
ALASDAIR M. MACRAE  
Name of director (BLOCK CAPITALS)

Witness' signature:  
Witness' name (BLOCK  
CAPITALS):  
Witness' address:

  
SIMON CREE  
10 TRINITY COURT  
WESTHILL  
ENGINEER

Witness' occupation: