

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7314833

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
IFP ENERGIES NOUVELLES	03/01/2022
RECEIVING PARTY DATA	
Name:	MHWIRTH AS
Street Address:	BUTANGEN 20
City:	KRISTIANSAND
State/Country:	NORWAY
Postal Code:	4639
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8733452
CORRESPONDENCE DATA	
Fax Number:	(202)419-7007
<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:	2024197000
Email:	aschiavelli@fitcheven.com
Correspondent Name:	ALAN E. SCHIAVELLI
Address Line 1:	1250 23RD STREET NW, SUITE 410
Address Line 4:	WASHINGTON, D.C. 20037-1164
ATTORNEY DOCKET NUMBER:	21553-154500-US_2
NAME OF SUBMITTER:	ALAN E. SCHIAVELLI
SIGNATURE:	/Alan E. Schiavelli/
DATE SIGNED:	05/05/2022
Total Attachments: 4	
source=MyMFP Document#page1.tif	
source=MyMFP Document#page2.tif	
source=MyMFP Document#page3.tif	
source=MyMFP Document#page4.tif	

PATENT ASSIGNMENT AGREEMENT

BETWEEN:

IFP Energies nouvelles

A public industrial and commercial establishment, whose registered office is at 1 & 4 avenue de Bois Préau, 92500 Rueil-Malmaison, France, registered at the Nanterre Trade and Companies Register under the number 775 729 155, duly represented by Nicolas SCHMITT, Head of the Industrial Property Department, fully empowered,

hereinafter designated "IFPEN" or "Assignor"

ON THE ONE HAND

AND:

MHWirth AS

A company incorporated under the laws of Norway, whose registered office is at Butangen 20, 4639 Kristiansand, Norway, duly represented by Pål Skogerbø, Chief Technology Officer, fully empowered,

hereinafter designated "MHWirth" or "Assignee"

ON THE OTHER HAND

Hereinafter jointly called
"Parties"

WHEREAS:

IFPEN and AKER SUBSEA AS have jointly developed an invention called "Riser section connector with Flanges and external locking ring".

This invention was the subject of the following patent applications, filed in the name of IFPEN and AKER SUBSEA AS, whose inventors are GESNON Jean (IFPEN), PAPON Gérard (IFPEN), PERSENT Emmanuel (IFPEN), LUKTVASSLIMO Oystein (AKER), ANDERSON Jaan (AKER) and PAULSHUS Bjorn (AKER):

- Brazilian patent BR112012021133-1 granted on January 7, 2020;
- US patent 8.733.452 granted on May 27, 2014

Hereinafter called the "Patent" or the "Patents"

Following a restructure, AKER SUBSEA AS' share of ownership on the Patents was transferred to MHWirth AS.

IFPEN decided to renounce to the further maintenance of the Patents and informed MHWirth of its decision.

The Assignee being interested in the Patents, it asked the Assignor to transfer its ownership on these Patents.

By this agreement (hereinafter the "Agreement"), the Parties wish to acknowledge the transfer by IFPEN to MHWirth of its ownership rights on the Patents.

The Parties declare and acknowledge that the negotiations that precede the conclusion of the Agreement have been carried in good faith, and having benefited, during the precontractual phase of negotiation, of all necessary information in order to commit their selves in full knowledge.

1125

THE PARTIES AGREED AS FOLLOWS:

1. AGREEMENT SUBJECT AND SCOPE

1.1 By this Agreement, the Assignor hereby assigns and transfers to the Assignee, which accepts without exception nor reservations, the full and entire ownership of its ownership rights, titles and interests on the Patents.

1.2 This Agreement applies to the territory covered by the Patents, for the whole period of their protection.

1.3 The Assignee will become owner of the aforementioned rights and shall have the full and entire enjoyment thereof. The Assignor also assigns to the Assignee rights of recourse for any earlier acts of infringement that are not time-barred as at the date of this assignment, in the countries relevant to the Patents. The Assignee will also be free to abandon one or both of the Patents at any time if the Assignee wishes.

1.4 As a result of the assignment recorded hereinabove, the Assignee hereby and solely as a result hereof replace the Assignor with regard to all rights, obligations, actions and liens inherent to the Patents.

2. DECLARATIONS AND WARRANTIES

2.1 The Assignor guarantees being co-owner of the Patents, and may freely assign its rights to the Assignee.

The Assignor represents not having granted any license, any transfer in whole or in part, any pledge nor collateral on the Patents.

2.2 The Assignor declares that the annuities of the Patents have been regularly paid.

2.3 The Assignor undertakes to provide the Assignee with any information and document related to the Patents. The Assignee acknowledges that it is aware of the documents and information, and declares being fully informed on the Patents validity.

2.4 The Assignee accepts the assignment "AS IS", without any other guarantee than that of the material existence of the Patents, and waives all rights to any action against the Assignor concerning the assigned rights.

2.5 Each Party remains solely responsible for the remuneration of its own employees designated as inventors of the Patents.

2.6 From the Agreement effective date, the Assignee undertakes to bear all contributions, annuities and charges relating to the Patents.

2.7 The Assignee undertakes to not challenge the validity of the Patents.

3. TRANSFER OF PATENT MANAGEMENT

From the Agreement effective date, the Assignee will ensure the management of the Patents in the countries concerned. The Assignee may also instruct an Industrial Property Firm or a legal officer of its choice.

4. FINANCIAL CONDITIONS OF THE TRANSFER

The transfer is agreed and accepted by the Assignee on payment of an amount ten (10) EUR or the equivalent thereof, and other good and valuable consideration, the sufficiency of which and receipt of which are hereby acknowledged by the Assignee.

5. EFFECTIVE DATE

Notwithstanding the date of signature of the Agreement, the transfer takes effect on January 7, 2022, date of abandon of the Patents by the Assignor.

6. RECORDAL PROCEDURE – POWERS

6.1 Full powers are hereby granted to the Assignee, bearer of one of an original copy or a simple copy of the present deed, for recording this assignment with the relevant industrial property Offices. The Assignee shall bear the taxes and costs relating to the recordal of the Agreement and related change of ownership.

6.2 The Assignor undertakes to execute all confirmatory deeds or any document needed for the recordal of the Patent assignment for the benefit of the Assignee.

7. GOVERNING LAW AND JURISDICTION

7.1 The Agreement shall be governed by French Law, excluding the principles as to conflict of laws.

7.2 In case of difficulties arising out of or in connection with the validity, interpretation and/or performance of the Agreement, the Parties agree to use their best efforts to settle amicably any dispute.

7.3 All disputes that cannot be settled amicably will be referred exclusively to the French Courts having Jurisdiction.

In three (3) original copies, one (1) of which for each of the Parties, the other being used for the purposes of recording the assignment.

IFP Energies nouvelles

MHWirth AS



Date: March 1, 2022
Name: Nicolas SCHMITT
Position: IP Department Head

Date: *March 22, 2022*
Name: Pål Skogerbo
Position: Chief Technology Officer

IFP Energies nouvelles
1 et 4, avenue de Bois-Préau
92500 Rueil-Malmaison
FRANCE



MHWirth AS
PO Box 413, Lundalen
4094 Rjukanstad, Norway
Reg. no: NO 842 824 844 VAT

045

RECORDED: 05/05/2022

PATENT
REEL: 059825 FRAME: 0225