507337026 06/15/2022

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7383949

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
CONOCOPHILLIPS COMPANY	02/01/2022

RECEIVING PARTY DATA

Name:	SHEARWATER GEOSERVICES SOFTWARE INC.
Street Address:	945 BUNKER HILL ROAD
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77024

PROPERTY NUMBERS Total: 4

Property Type	Number
Application Number:	17240707
Application Number:	16298397
Application Number:	17347114
Application Number:	63222744

CORRESPONDENCE DATA

Fax Number: (816)753-1536

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.

Phone: 3035838243

Email: aelkins@polsinelli.com

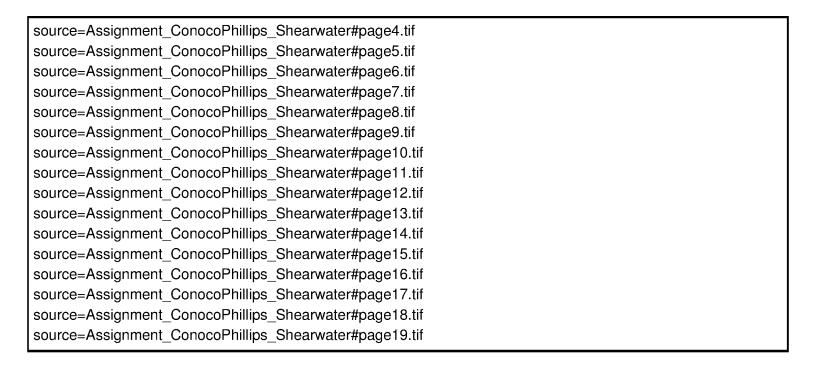
POLSINELLI PC **Correspondent Name:** Address Line 1: P.O. BOX 140310

Address Line 4: KANSAS CITY, MISSOURI 64114-0310

ATTORNEY DOCKET NUMBER:	117262
NAME OF SUBMITTER:	ANN ELKINS
SIGNATURE:	/Ann Elkins/
DATE SIGNED:	06/15/2022

Total Attachments: 19

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SECTION 2.02(a)(iii)

Intellectual Property Assignment

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of February 1, 2022, is made by ConocoPhillips Company ("Seller"), a Delaware corporation, located at 925 North Eldridge Parkway, Houston, Texas 77079, United States, in favor of Shearwater GeoServices Software Inc., a Delaware corporation ("Buyer"), located at 945 Bunker Hill Road, Suite 650, Houston, Texas 77024, United States, the purchaser of certain assets of Seller pursuant to a Technology Sale and Transfer Agreement between Buyer and Seller, dated as of February 1, 2022, (the "Agreement").

WHEREAS, under the terms of the Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, and the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

- Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "Assigned IP"), as applicable, any and all of:
- (a) the patents and patent applications set forth on Schedule 3.05(b) of the Disclosure Schedules in the Agreement hereto and all foreign counterparts and any other patent or application claiming the benefit of priority of, right to rely on a filing date of, or any similar right under any statute to any of the patents or applications listed, including, but not limited to, any issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents");
- (b) the trademark registrations and applications set forth on Schedule 3.05(b) of the Disclosure Schedules in the Agreement and all foreign counterparts and any other trademark or application claiming the benefit of priority of or any similar right under any statute to any of the trademarks or applications listed, including, but not limited to, any issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
- (c) the copyright registrations set forth on Schedule 3.05(b) of the Disclosure Schedules in the Agreement and all issuances, extensions, and renewals thereof (the "Copyrights");
- (d) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (f) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, 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.

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- 2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.
- 3. Terms of the Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern.
- 4. Counterparts. This IP Assignment may be executed in 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 IP Assignment delivered by facsimile, 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 IP Assignment.
- 5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

	ConocoPhillips Company
	[Seller] By: Mulu D. Aththir Name: Muhal D. Hothold
	Title: CTO + SVP, alphiltuhilation
	Address for Notices:
ACKNOWLEDGMENT	
STATE OF TEXAS)
COUNTY OF HARRIS)SS.
)
satisfactory evidence) to be the person whose n being duly sworn, did depose and say that [he/sh as the	2022, before me personally appeared y known to me (or proved to me on the basis of tame is subscribed to the foregoing instrument, who, ne] executed the same in [his/her] authorized capacity oRY TITLE] of ConocoPhillips Company, the strument to be [his/her] free act and deed/the free act and purposes mentioned in the instrument.
My Commission Expires: SANDRA H. ANDRESS NOTARY PUBLIC STATE OF TEXAS MY COMM. EXP. 06-17-2023 10 # 358225-1	Notary Public Printed Name: Sandra H. andress

[Signature Page (Seller) - Intellectual Property Assignment Agreement]

CONFIDENTIAL

AGREED TO AND ACCEPTED:	Shearwater GeoServices Software Inc.
	[Buyer]
	By:
	Title: 608
	Address for Notices: 945, BUNKOR MU RA, JUITE 650, IBUSTON, TEXAS, 77024.
ACKNOWLEDGMENT	•
STATE OF TEVAS [STATE])
COUNTY OF HARRY [COUNTY])SS.
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personally known to me (or proved to me on the name is subscribed to the foregoing instrument, v executed the same in [his/her] authorized capa TITLE] of Shearwater GeoServices Software, h	nc., the corporation described, and acknowledged the free act and deed of Shearwater GeoServices Software instrument. KRISTINE NICOLE LONG Notary Public, State of Taxas Comm. Expires 09-09-2025 Netary ID 133322750 Notary Public Printed Name: KISHINE LONG

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1. Patents/Invention Records/Trade Secrets *

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MACHINE LEARNING BASED SIGNAL RECOVERY	An feaming based method for weak signal recovery														

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