

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7391410

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
KEPPEL OFFSHORE & MARINE TECHNOLOGY CENTRE PTE. LTD.	06/14/2022
RECEIVING PARTY DATA	
Name:	OCEAN MINERAL SINGAPORE HOLDING PTE. LTD.
Street Address:	1 HARBOURFRONT AVENUE
Internal Address:	#18-01, KEPPEL BAY TOWER
City:	SINGAPORE
State/Country:	SINGAPORE
Postal Code:	098632
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	10526062
CORRESPONDENCE DATA	
Fax Number:	(908)274-3113
<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:	19082743111
Email:	pair@mb-ip.com
Correspondent Name:	MICHAEL BEN-SHIMON
Address Line 1:	150 MORRISTOWN ROAD
Address Line 4:	BERNARDSVILLE, NEW JERSEY 07924
ATTORNEY DOCKET NUMBER:	AMCA P1719A
NAME OF SUBMITTER:	MICHAEL BEN-SHIMON
SIGNATURE:	/Michael Ben-Shimon/
DATE SIGNED:	06/20/2022
Total Attachments: 7	
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS AGREEMENT is made the 14th day of June 2022

BETWEEN

- (1) **Keppel Offshore & Marine Technology Centre Pte. Ltd.**, a company duly incorporated in Singapore and having its registered office at 50 Gul Road, Singapore 629351 ("Assignor");

AND

- (2) **Ocean Mineral Singapore Holding Pte. Ltd.**, a company duly incorporated in Singapore and having its registered office at 1 Harbourfront Avenue, #18-01, Keppel Bay Tower, Singapore 098632 ("OMSH").

(each a "Party" and together the "Parties").

WHEREAS

- (A) The Assignor is the owner of all rights, title and interests in the Intellectual Property (defined below).
- (B) The Assignor has agreed to assign to OMSH all rights, title and interest in the Intellectual Property in the Territory upon the terms set out in this Agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1 DEFINITIONS

In this Agreement, unless the context otherwise requires, the following terms shall have the following meanings:

"Copyright" means the copyright and all rights in the nature of copyright subsisting or embodied in the Works.

"Intellectual Property" means:

- (i) all intellectual and/or industrial property rights owned and/or held by the Assignor relating to and/or comprised in the Works, except any trade mark rights; and
- (ii) the Copyright and Patent Rights.

"Patent Applications" means the patent applications set out and particularised in Schedule B.

"Patent Rights" means all the rights conferred by and/or related to the Patents and the Patent Applications.

"Patents" means the patents set out and particularised in Schedule A.

"Territory" means the jurisdictions in which the Patents are registered and in which the Patent Applications are applied for.

"Works" means all works, designs, diagrams, specifications, materials, drawings, documents, articles, reports, and computer media relating to the Patent Rights.

2 ASSIGNMENT

2.1 In consideration of the sum of One Singapore Dollar (S\$1.00) now paid by OMSH to the Assignor, receipt and sufficiency of which the Assignor hereby acknowledges, the Assignor hereby assigns to OMSH all rights, title and interests in the Intellectual Property in the Territory, free from all encumbrances except the liabilities assumed by OMSH pursuant to Clause 3, TO HOLD the same unto OMSH absolutely, including without any limitation:

2.1.1 the Patents, the full right, title and interest therein, and all rights, powers, privileges and immunities conferred by the grant of the Patents, including the right to sue for damages and other remedies in respect of any infringement of the Patents which may have occurred prior to the date hereof;

2.1.2 the Patent Applications, the full right, title and interest therein, and all rights, powers, privileges and immunities arising or accrued therefrom to the intent that the grant of any patent pursuant to any Patent Applications shall be in the name of and shall vest in OMSH;

2.1.3 the intellectual property rights comprised in the Works, the full right, title and interest therein, and all rights, powers, privileges and immunities conferred by such intellectual property rights, including the right to apply for patent protection for the know-how described in the Works and the right to sue for damages and other remedies in respect of any infringement which may have occurred prior to the date hereof, and

2.1.4 the Copyright, the full right, title and interest therein, and all rights, powers, privileges and immunities conferred by such Copyright, including the right to apply for copyright protection for the Copyright, if applicable, and the right to sue for damages and other remedies in respect of any infringement which may have occurred prior to the date hereof.

TO HOLD the same unto OMSH absolutely.

3 TRANSFER OF LIABILITY

Without prejudice to OMSH's rights and remedies in respect of any breach of Clause 6, OMSH hereby assumes and agrees to perform, pay, satisfy or discharge, in accordance with their terms, any and all liabilities of the Assignor in connection with the Intellectual Property subsisting as of the date hereof.

4 PERFECTION & RECORDAL

4.1 The Assignor shall forthwith, at OMSH's cost and expense on a reimbursement basis subject to the Assignor's provision of documentation evidencing such costs and expenses having been incurred, execute and lodge all documents and do all acts which may be necessary for:

4.1.1 securing, perfecting, completing and/or absolutely vesting full rights, title and interests to the Intellectual Property in favour of OMSH;

4.1.2 effecting, perfecting and/or recording this Agreement; and/or

4.1.3 conferring on OMSH all rights of action in relation to any infringement by third parties, and

in the case of default, the Assignor hereby irrevocably appoints OMSH its attorney for such purpose.

4.2 The Assignor hereby authorises agents appointed by OMSH to validate, effect, perfect and/or record this Agreement on its behalf anywhere in the Territory.

5 TRANSFER OF WORKS

5.1 The Assignor shall forthwith deliver, divulge, transfer, disclose, impart or otherwise communicate to OMSH all the Works in whatever form or medium.

5.2 Notwithstanding any other provision of this Agreement, the Assignor, its affiliates, and their directors, employees and officers shall be permitted to use the Intellectual Property for the purposes of and in connection with the Memorandum of Understanding dated 12 February 2020 between Keppel Fels Limited and Global Sea Mineral Resources N.V., as amended from time to time.

6 WARRANTIES

6.1 The Assignor represents and warrants in favour of OMSH that:

- 6.1.1 the Assignor is the sole legal and beneficial owner of the Intellectual Property free from encumbrances and any claims including claims by licensees, users or other third parties, and it is entitled to sell, transfer and assign the Intellectual Property to OMSH as contemplated under this Agreement;
- 6.1.2 each of the Patents is valid and enforceable and no act has been done or omission permitted whereby any of them has ceased or might cease to be valid and enforceable;
- 6.1.3 other than the Patent Applications marked as "Lapsed" in **Schedule B**, nothing has been done nor any event occurred whereby the Patents and Patent Applications may be declared void or invalidated;
- 6.1.4 there are no claims, pending or completed actions or proceedings inconsistent with or contesting the Assignor's ownership of the Intellectual Property or its right to assign the Intellectual Property to OMSH as at the date of this Agreement;
- 6.1.5 the Assignor has not been granted any licence, consent, permit or authority in relation to the Intellectual Property;
- 6.1.6 no right has been granted to any person to do anything which would or might otherwise infringe any of the Intellectual Property; and
- 6.1.7 the Assignor has not (except in the ordinary and normal course of business) disclosed or permitted to be disclosed or undertaken or arranged to disclose to any person any of the Works. For the avoidance of doubt, any disclosure of the Works to any person pursuant to a non-disclosure agreement or confidentiality terms set out in an agreement, shall be deemed to have been disclosed in the ordinary and normal course of business.

and the Assignor shall indemnify, keep harmless and defend OMSH from and against any and all losses, damages, costs, expenses, demands and/or liabilities arising from any breach of any of the above warranties, subject always to the limitations set out in Clause 7.2.

7 GENERAL

- 7.1 Severability. If, at any time, any provision or any part of a provision of this Agreement becomes illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions and the remaining part of that provision shall not be affected.
- 7.2 Limitation of Liability. In no event shall the aggregate liability of Assignor arising out of or related to this Agreement, whether in contract, tort, or otherwise, exceed One Singapore Dollar (S\$1.00).
- 7.3 Rights of Third Parties. A person or entity who is not a Party shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any term of this Agreement, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description.
- 7.4 Variation. No variation, amendment or rescission of this Agreement shall bind any Party unless made in writing in the English language and signed by all Parties. Without prejudice to the generality of Clause 7.3, the Parties' rights to vary, amend or rescind this Agreement in the manner aforesaid may be exercised without the consent of any person or entity who is not a Party.
- 7.5 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior undertakings, representations and warranties.
- 7.6 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 7.7 Governing Law & Jurisdiction. This Agreement shall be governed by and construed in accordance with Singapore law. The Parties hereby submit to the exclusive jurisdiction of the Singapore courts.
- 7.8 Status of Agreement. This Agreement shall be binding upon, and inure to the benefit of, each of the Parties, their respective successors-in-title, assigns, licensees, sub-licensees and associated and/or affiliated entities.

[signature page follows]

IN WITNESS WHEREOF the Parties have set their hands on the date and year first above written.

Assignor

SIGNED BY

lee wey lii)
Digitally signed by lee wey lii
Date: 2022.06.14 14:53:24
+08'00'

Designation:)

For and on behalf of:)

Keppel Offshore & Marine)

Technology Centre Pte. Ltd.)

OMSH

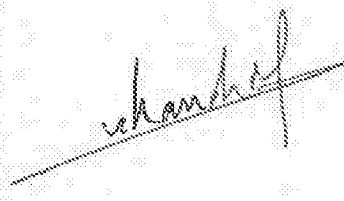
SIGNED BY

Francis P.M.A.G. VAN Raemdonck)

Designation: Director)

For and on behalf of:)

Ocean Mineral Singapore Holding Pte. Ltd.)



SCHEDULE A

Patents

	Title/Invention	Country	Applicant/Patentee	Status	Patent Application No	Application Date	Grant No	Grant Date	Patent Expiration Date
1	Subsea Remotely Operated Vehicle (ROV) Hub	USA	Keppel Offshore & Marine Technology Centre Pte. Ltd.	Granted	16/086.586	21 March 2017	10,526,062	7 January 2020	21 March 2037
2	Subsea Remotely Operated Vehicle (ROV) Hub	Singapore	Keppel Offshore & Marine Technology Centre Pte. Ltd.	Granted	11201808126P	21 March 2017	11201808126P	27 December 2021	21 March 2037

SCHEDULE B

Patent Applications

	Title/Invention	Country	Applicant/Patentee	Status	Patent Application No.	Application Date
1	Subsea Remotely Operated Vehicle (ROV) Hub	Hong Kong	Keppel Offshore & Marine Technology Centre Pte. Ltd.	Pending	19127295.4	25 July 2019
2	Subsea Remotely Operated Vehicle (ROV) Hub	Brazil	Keppel Offshore & Marine Technology Centre Pte. Ltd.	Lapsed	BR 112016069178	21 March 2017
3	Subsea Remotely Operated Vehicle (ROV) Hub	China	Keppel Offshore & Marine Technology Centre Pte. Ltd.	Lapsed	2017800269664	21 March 2017
4	Subsea Remotely Operated Vehicle (ROV) Hub	Korea	Keppel Offshore & Marine Technology Centre Pte. Ltd.	Lapsed	10-2018-7029226	21 March 2017