

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7450227

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SEAN SAYERS	07/20/2022
NATHAN GERBER	07/20/2022
RYAN DAVIS	07/20/2022
ROBERT BALCER	07/20/2022
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SM ENERGY COMPANY
<b>Street Address:</b>	1700 LINCOLN STREET
<b>Internal Address:</b>	SUITE 3200
<b>City:</b>	DENVER
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80203
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	63203521
<b>Application Number:</b>	17870721
<b>PCT Number:</b>	US2022037929
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(303)583-9351
<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>Email:</b>	dmcasteel@hollandhart.com
<b>Correspondent Name:</b>	HOLLAND & HART LLP
<b>Address Line 1:</b>	555 17TH STREET
<b>Address Line 2:</b>	SUITE 3200
<b>Address Line 4:</b>	DENVER, COLORADO 80202
<b>ATTORNEY DOCKET NUMBER:</b>	48188.0125; 48188.0126
<b>NAME OF SUBMITTER:</b>	DANIELLE M. CASTEEL
<b>SIGNATURE:</b>	/Danielle M. Casteel/
<b>DATE SIGNED:</b>	07/25/2022

**Total Attachments: 3**

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## CONFIRMATORY ASSIGNMENT AGREEMENT - WORLDWIDE

Each Assignor and Assignee agree as follows: for good and valuable consideration, the receipt and sufficiency of which is acknowledged by Assignor, and in furtherance of and as contemplated by the employment and/or other contractual relationship between Assignor and Assignee, Assignor has sold, assigned, and transferred, and by virtue of this assignment agreement sells, assigns, and transfers to Assignee, its successors and assigns, the full and exclusive right, title and interest for the entire world in and to:

(a) the patent(s) and/or patent application(s) listed in the table below:

Patent Doc. No.	Filing/Grant Date	Title
63/203,521	26 Jul 2021	Actuated Sand Dump System and Methods
17/870,721	21 Jul 2022	ACTUATED SAND DUMP SYSTEM AND METHODS
PCT/US2022/037929	21 Jul 2022	ACTUATED SAND DUMP SYSTEM AND METHODS

(b) the inventions set forth in the patent(s) and/or patent application(s) identified in (a);

(c) all improvements to and modifications of the inventions identified in (b);

(d) all other patents and/or patent applications filed anywhere in the world for the inventions, improvements, and modifications identified in (b)–(c);

(e) all patent(s) and/or patent application(s) that claim priority to at least one of the patent(s) and/or patent application(s) identified in (a) or (d) including national stage applications, divisional applications, continuation applications, continuation-in-part applications, reissue applications, reexamination applications, review applications, and extensions of such; and

(f) the right to claim priority to any of the patent(s) and/or patent application(s) identified in (a) and (d)–(e) under the International Convention or any other applicable treaty, agreement, or law;

such right, title, and interest to be held and enjoyed by Assignee, its successors and assigns, to the full end of the term or terms for which all such patents may be granted as fully and entirely as they would have been held and enjoyed by Assignor had this assignment agreement not been made.

Assignor agrees that Assignor was subject to an obligation to assign the full and exclusive right, title and interest for the entire world in and to (a)–(f) above as of the filing date of each patent and/or patent application listed in (a).

Assignor authorizes Assignee to file patent applications in any country for the inventions, improvements, and modifications identified in (b)–(c) in the name of Assignor, Assignee, or otherwise as Assignee may deem advisable under the International Convention or other applicable treaty, agreement, or law.

Assignor represents and warrants that Assignor has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred in this assignment agreement, and that Assignor has not executed and will not execute any document or instrument that conflicts with this assignment agreement.

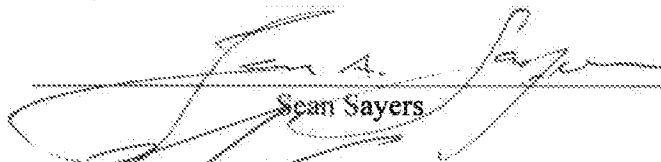

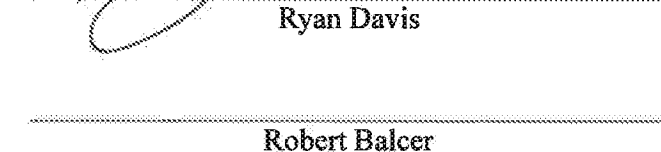
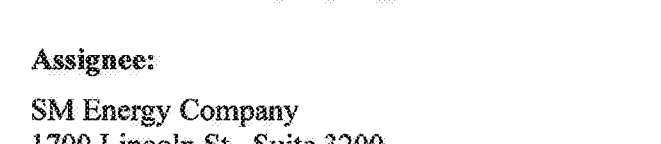
Assignor agrees to: (1) communicate to Assignee, its successors and assigns, or their representative or agents, all facts and information known or available to Assignor respecting the inventions, improvements, and modifications identified in (b)–(c) above including facts and information relevant to or useful for interference, reexamination, reissue, opposition, revocation, extension, or infringement proceedings or other legal, judicial, or administrative proceedings,

whenever requested by Assignee; (2) testify in person or by affidavit as required by Assignee, its successors and assigns, in any such proceeding in the United States or any foreign country; (3) execute and deliver, upon request by Assignee, all lawful papers including, but not limited to any papers associated with the patents identified in (a) and (d)-(e) above such as powers of attorney, affidavits, declarations, depositions, assignment agreements required by foreign patent offices to effectuate the transfer of ownership from Assignor to Assignee; and (4) provide all reasonable assistance to Assignee, its successors and assigns, in obtaining and enforcing proper title in and protection for the inventions, improvements, and modifications identified in (b)-(c) above under the intellectual property laws of the United States and all foreign countries.

Assignor understands and agrees that the attorneys and agents of the law firm of Holland & Hart LLP represent Assignee and do not represent Assignor or Assignor's legal interests and, for this reason, the referenced attorneys and agents cannot provide legal advice to Assignor with respect to this assignment agreement. Assignor acknowledges Assignor's right to seek independent legal counsel.

In the event that the patent application filing date and/or application number is not known at the time this document is executed, Assignors hereby grant permission to the attorneys of record in the patent application to fill in the filing date and/or application number above, and to record this assignment after such information has been added.

**Assignor:**

  
Sean Sayers  
  
Nathan Gerber  
  
Ryan Davis  
  
Robert Balcer

Date: 7/20/2022

Date: 7/20/2022

Date: 7/20/2022

Date: \_\_\_\_\_

**Assignee:**

SM Energy Company  
1700 Lincoln St., Suite 3200  
Denver, CO 80203

By: 

Date: July 20, 2022

Print Name: David W. Copeland

Title: Executive Vice President and General Counsel

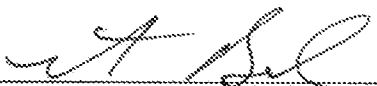
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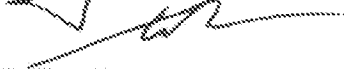
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**Assignor:**

_____ Sean Sayers	Date: _____
_____ Nathan Gerber	Date: _____
_____ Ryan Davis	Date: _____
_____  Robert Balcer	Date: <u>7/20/2022</u>

**Assignee:**

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By: 	Date: July 20, 2022
_____ Print Name: David W. Copeland	
_____ Title: Executive Vice President and General Counsel	

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