

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7538107

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
IHC IQIP UK LIMITED	06/30/2022
RECEIVING PARTY DATA	
Name:	IHC IQIP HOLDING B.V.
Street Address:	MOLENDIJK 94
City:	SLIEDRECHT
State/Country:	NETHERLANDS
Postal Code:	3361 EP
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	7877933
Patent Number:	8016519
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	ronna.berman@troutman.com
Correspondent Name:	TROUTMAN PEPPER HAMILTON SANDERS LLP
Address Line 1:	600 PEACHTREE STREET, NE
Address Line 2:	SUITE 3000
Address Line 4:	ATLANTA, GEORGIA 30308
ATTORNEY DOCKET NUMBER:	TEBL2 / TEBL7
NAME OF SUBMITTER:	RYAN A. SCHNEIDER
SIGNATURE:	/Ryan A. Schneider, Reg. #45083/
DATE SIGNED:	09/14/2022
Total Attachments: 7	
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IP SALE AND PURCHASE AGREEMENT

between

IHC IQIP UK Ltd.

and

IHC IQIP HOLDING B.V.

THE UNDERSIGNED:

1. **IHC IQIP UK Ltd.**, a company incorporated under the laws of the United Kingdom, with its registered office at 71 Grey Street, Newcastle upon Tyne, NE1 6EF, United Kingdom ("**IQIP UK**");

and

2. **IHC IQIP Holding B.V.**, a company incorporated under the laws of the Netherlands with Chamber of Commerce number 62993577, with its registered office at Molendijk 94, 3361 EP, Sliedrecht, the Netherlands ("**IQIP Holding**").

Parties mentioned under 1. and 2. are hereinafter collectively also to be referred to as "**Parties**" and each individually as a "**Party**".

WHEREAS:

- A. the Parties are part of the IQIP Group (as defined in Clause 1.1 below);
- B. IQIP Holding will serve as the entity that will control all intellectual property rights for the IQIP Group;
- C. IQIP UK wishes to transfer IP Rights (as defined below) to IQIP Holding, which transfer IQIP Holding wishes to accept;
- D. IQIP UK and IQIP Holding have agreed on the terms and conditions of the sale and transfer of the IP Rights and wish to confirm in writing the terms and conditions hereof in this Agreement (as defined below).

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1. DEFINITIONS AND INTERPRETATION

1.1 Unless the context requires otherwise, terms and expressions mentioned below in the left column shall have the meaning stipulated on the opposite side. Certain other terms may be defined in the body of this Agreement.

Affiliates	in relation to any person or entity, any direct or indirect subsidiary or direct or indirect holding company of that person or entity and any other subsidiary of such holding company;
Agreement	this agreement, including the recitals and annexes, and any future amendments made in writing;
Annex	every annex of this Agreement;
Effective Date	the calendar date on which the IP Rights and Domain Names can be transferred to IQIP Holding free from encumbrance, as agreed between the Parties, being promptly after the pledges on the IP Rights are waived by the respective pledgee(s);
IP Right(s)	any and all legal title to the intellectual property rights, including but not limited to copyrights, design rights, database rights, software, trademarks, trade names, utility models and/or patents and patent applications, rights to inventions and rights in confidential information as specified in Annex 1, including

Know-How and trade secrets (with the exclusion of the economic rights connected to such intellectual property rights as these remain with IQIP Holding);

IQIP Group

IHC IQIP Holding B.V. and its Affiliates from time to time;

Know-How

any and all technical and other information including but not limited to information comprising or relating to concepts, discoveries, data, designs, formulae, ideas, non-registered inventions, methods, models, procedures, techniques, skills comprised within technical information, specifications, formulae, manuals, instructions, designs for experiments and tests and results of experimentation and testing, processes, specifications and techniques, laboratory records, manufacturing data and information contained in submissions to regulatory authorities, whether or not protected;

- 1.2 No provision of this Agreement shall be interpreted against a Party because of the fact that such Party was responsible for the drafting of such a provision.
- 1.3 The headings used in this Agreement are included for reference purposes only, shall not constitute a part of this Agreement for any other purpose, and shall not affect the interpretation of any of the provisions of this Agreement.
- 1.4 In this Agreement, references to legislation are references to legislation as applicable at the time this Agreement was concluded.
- 1.5 In this Agreement, if the context requires so, words importing the singular number only shall include the plural and vice versa.

ARTICLE 2. TRANSFER OF TITLE TO INTELLECTUAL PROPERTY RIGHTS

- 2.1 IQIP UK as the sole legal owner of the IP Rights hereby unconditionally, and irrevocably sells and transfers to IQIP Holding the IP Rights as per the Effective Date which transfer is hereby accepted by IQIP Holding.
- 2.2 With respect to the sale and transfer of the IP Rights, IQIP Holding shall pay to IQIP UK a purchase price in the total amount of EUR 1,-. This purchase price shall be paid within 4 weeks of the date of signing of this Agreement.
- 2.3 All rights and obligations related to the IP rights shall be for the account and risk of IQIP Holding as of the Effective Date.
- 2.4 Parties agree and acknowledge to duly execute any deeds, instruments, notices and any other documentation whatsoever required under the laws applicable to the transfer of the ownership of the IP Rights to IQIP Holding as stipulated in Clause 2.1. This includes concluding separate deeds and provide all cooperation to IQIP Holding required in order to further effectively transfer the full title to the respective IP Rights to IQIP Holding and register such transfer in the relevant registries.
- 2.5 IQIP UK hereby grants a power of attorney to IQIP Holding to duly execute any deeds, instruments, notices and any other documentation required under the laws applicable to the transfer of the full title to the respective IP Rights on behalf of IQIP UK to IQIP Holding and to register the transfers in the relevant registries and IQIP Holding hereby accepts such power of attorney.

ARTICLE 3. LIABILITY AND INDEMNIFICATION

3.1 All responsibility and possible liability in respect of the use of the IP Rights by IQIP Holding and/or its (future) licensees including any claims with respect to infringements lies with IQIP Holding.

ARTICLE 4. MISCELLANEOUS

- 4.1 Each of the Parties waive the right to annul, rescind or dissolve or cancel this Agreement in whole or in part, or to institute a claim at law for the annulment, rescission, dissolution or cancellation of this Agreement, unless agreed otherwise in this Agreement.
- 4.2 In the event that any of the provisions contained herein shall be deemed void or voidable, the remaining provisions shall remain effective. The Parties undertake to replace the relevant provision with a new provision that is not void or voidable and which as closely as possible corresponds with the contents of the void or voidable provisions, whereby the original intention of the Parties when concluding the Agreement is, as much as possible, to be taken into consideration.
- 4.3 This Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, executors, legal representatives, successors and permitted assigns. Whenever in this Agreement a reference to any entity or party is made, such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors and permitted assigns of such entity or party.
- 4.4 This Agreement is the entire agreement between the Parties with respect to the subject matter hereof and supersedes all other prior agreements, representations and covenants, oral or written. Neither this Agreement nor any provision hereof may be amended except in writing duly signed by all Parties.
- 4.5 A failure by a Party to exercise a right under this Agreement or a delay thereof shall not operate as a waiver of such right. No single or partial exercise of a right under this Agreement by a Party shall preclude any other or further exercise of such right or other rights.
- 4.6 This Agreement does not contain third party stipulations, unless agreed otherwise in this Agreement. However, in the event this Agreement must be deemed to contain third party stipulations, and such stipulation has been accepted by a third party, this third party cannot and shall not become a party to this Agreement.

ARTICLE 5. GOVERNING LAW AND COMPETENT COURT

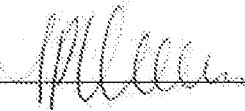
- 5.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including any non-contractual disputes or claims) shall exclusively be governed by the laws of the Netherlands.
- 5.2 Any disputes in relation to this Agreement that cannot be solved amicably shall be resolved in accordance with the arbitration rules of the Arbitration Rules of the Netherlands Arbitration Institute (NAI). The arbitration will be held in Rotterdam, the Netherlands, and the number of arbitrators shall be one (1).

- signatures on next page -

Execution copy

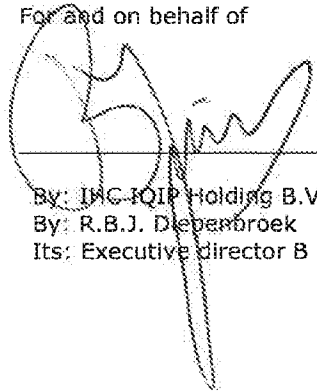
THUS AGREED and signed by the Parties on 30 June 2022.

For and on behalf of



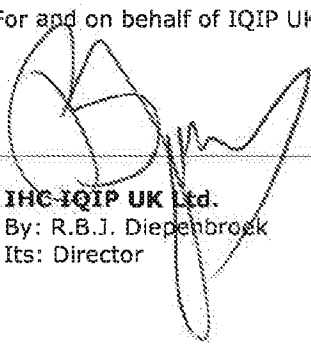
By: IHC IQIP Holding B.V.
By: J.P. Klaver
Its: Executive director A

For and on behalf of



By: IHC IQIP Holding B.V.
By: R.B.J. Diepenbroek
Its: Executive director B

For and on behalf of IQIP UK



IHC IQIP UK Ltd.
By: R.B.J. Diepenbroek
Its: Director

Annex 1 – IP Rights

1.A. Patent portfolio

P-number	Country	Application number	Publication number	Filing Date	Grant Date	Expiry Date	Official title	Status	Owner
P261.499	BE	07705131.6	EP1986947B1	06-feb-07	01-jan-14	06-feb-27	Installation of Offshore Structures	Granted	IHC IQIP UK LTD
P261.499	DE	07705131.6	EP1986947B1	06-feb-07	01-jan-14	06-feb-27	Installation of Offshore Structures	Granted	IHC IQIP UK LTD
P261.499	DK	07705131.6	EP1986947B1	06-feb-07	01-jan-14	06-feb-27	Installation of Offshore Structures	Granted	IHC IQIP UK LTD
P261.499	FR	07705131.6	EP1986947B1	06-feb-07	01-jan-14	06-feb-27	Installation of Offshore Structures	Granted	IHC IQIP UK LTD
P261.499	GB	0805026.2	GB2444207	06-feb-07	23-nov-11	06-feb-27	Installation of Offshore Structures	Granted	IHC IQIP UK LTD
P261.499	GB	0807877.6	GB2445138	06-feb-07	01-jun-11	06-feb-27	A spreader beam with an internal passage	Granted	IHC IQIP UK LTD
P261.499	NL	07705131.6	EP1986947B1	06-feb-07	01-jan-14	06-feb-27	Installation of Offshore Structures	Granted	IHC IQIP UK LTD
P261.499	NO	20083377	339107	06-feb-07	31-okt-16	06-feb-27	Installation of Offshore Structures	Granted	IHC IQIP UK LTD
P261.499	SE	07705131.6	EP1986947B1	06-feb-07	01-jan-14	06-feb-27	Installation of Offshore Structures	Granted	IHC IQIP UK LTD
'261.499	US	12/278,041	US8,016,519	06-feb-07	13-sep-11	11-nov-27	Installation of Offshore Structures (BOWTIS)	Granted	IHC IQIP UK LTD
'261.504	DE	03769626.7	EP1567727B1	20-okt-03	21-jul-10	20-okt-23	Mounting of offshore structures	Granted	IHC IQIP UK LTD
'261.504	DK	03769626.7	EP1567727B1	20-okt-03	21-jul-10	20-okt-23	Mounting of offshore structures	Granted	IHC IQIP UK LTD
'261.504	FR	03769626.7	EP1567727B1	20-okt-03	21-jul-10	20-okt-23	Mounting of offshore structures	Granted	IHC IQIP UK LTD
'261.504	GB	03769626.7	EP1567727B1	20-okt-03	21-jul-10	20-okt-23	Mounting of offshore structures	Granted	IHC IQIP UK LTD

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P261.504	GB	0609546.7	GB2423108	23-okt-02	07-mrt-07	23-okt-22	Mounting of offshore structures	Granted	IHC IQIP UK LTD
P261.504	NL	03769626.7	EP1567727B1	20-okt-03	21-jul-10	20-okt-23	Mounting of offshore structures	Granted	IHC IQIP UK LTD
P261.504	US	10/531,857	US 7,877,933	20-okt-03	01-feb-11	20-okt-23	Mounting of offshore structures	Granted	IHC IQIP UK LTD
P261.521	GB	0513264.2	GB2427890	30-jun-05	23-feb-11	30-jun-25	Mounting of offshore structures	Granted	IHC IQIP UK LTD
P261.653	DE	16747585.4	DE602016026459.5	29-jan-18	18-dec-19	29-jan-36	Tidal Pinning	Granted	IHC IQIP UK LTD
P261.653	FR	16747585.4	EP3329098	29-jan-18	18-dec-19	29-jan-36	Tidal Pinning	Granted	IHC IQIP UK LTD
P261.653	GB	16747585.4	EP3329098	29-jan-18	18-dec-19	29-jan-36	Tidal Pinning	Granted	IHC IQIP UK LTD
P261.653	NL	16747585.4	EP3329098	29-jan-18	18-dec-19	29-jan-36	Tidal Pinning	Granted	IHC IQIP UK LTD

1B. Trademark portfolio - Not applicable