

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7682155

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CGG SERVICES (NL) B.V.	10/01/2021
RECEIVING PARTY DATA	
Name:	GEOSOFTWARE C.V.
Street Address:	RINGWADE 61
City:	NIEUWEGEIN
State/Country:	NETHERLANDS
Postal Code:	3439 LM
PROPERTY NUMBERS Total: 6	
Property Type	Number
Application Number:	12772634
Application Number:	12772687
Application Number:	11766287
Application Number:	95002275
Application Number:	95002277
Application Number:	10694621
CORRESPONDENCE DATA	
Fax Number:	(888)232-9785
<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:	5403611863
Email:	mia@ppblaw.com
Correspondent Name:	PATENT PORTFOLIO BUILDERS PLLC
Address Line 1:	754 WARRENTON ROAD
Address Line 2:	SUITE 113-314
Address Line 4:	FREDERICKSBURG, VIRGINIA 22406
ATTORNEY DOCKET NUMBER:	0336-000
NAME OF SUBMITTER:	MIA CHARTIER
SIGNATURE:	/Mia Chartier/
DATE SIGNED:	12/07/2022

Total Attachments: 7

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**Execution copy
Patent Assignment Agreement the Netherlands**

Dated 1 October 2021

CGG Services (NL) B.V.

and

GeoSoftware C.V.

PATENT ASSIGNMENT AGREEMENT

Patent Assignment Agreement

This Agreement is made on 1 October 2021 between:

- (1) **CGG Services (NL) B.V.** a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) under the laws of the Netherlands, having its official seat in Amsterdam, the Netherlands and its office at Bordewijklaan 58, 2591 XR 's - Gravenhage, registered with the Dutch Trade Register under number 24294747 (the “**Assignor**”), and
 - (2) **GeoSoftware C.V.**, a limited partnership (*commanditaire vennootschap*) established in the Netherlands, whose registered office is at Ringwade 61, 3439 LM Nieuwegein, registered with the Dutch Trade Register under number 83859675 (the “**Assignee**”),
- each a “**Party**” and together the “**Parties**”.

Whereas:

- (A) the Assignor is the owner of the legal title in and to the Patents (as defined below); and
- (B) the Assignor has agreed to assign all of its right, title and interest in and to the Patents to the Assignee on the terms of this Agreement,

It is agreed as follows.

1 Definitions and interpretation

1.1 Definitions

In this Agreement, the following capitalised terms shall have the meanings set out below:

“**CGG**” means CGG S.A.;

“**Closing Date**” means 1 October 2021; and

“**Patents**” means the patents and patent applications listed in Schedule 1 to this Agreement.

1.2 Interpretation

In this Agreement, unless otherwise specified:

- 1.2.1 references to this Agreement shall include any Recitals and the Schedule to it and references to Recitals, Clauses and Schedule are to clauses of, and recitals and the schedule to, this Agreement;
- 1.2.2 headings shall be ignored in interpreting this Agreement; and
- 1.2.3 the words “including”, “include”, “in particular”, and words of similar effect shall not be deemed to limit the general effect of the words that precede them.

2 Assignment

- 2.1 In consideration of the sum equal to USD 1, payable by the Assignee to CGG (or such other person at the Assignor’s direction) on the Closing Date, the receipt and sufficiency of which is hereby acknowledged, with effect from the Closing Date, the Assignor as the owner of the legal title (*juridische eigendom*) in and to the Patents hereby assigns (*draagt over*) to the Assignee who accepts (*aanvaardt*) all of its right, title and interest in and to the Patents, including:

- 2.1.1 in respect of each patent application comprised within the Patents, the right to prosecute, to grant and obtain any patent or similar protection deriving from, any such application;
 - 2.1.2 in respect of any invention disclosed in the Patents, the right to make patent applications, including divisional, and claim priority from, prosecute to grant and obtain patent or similar protection deriving from, any such invention, anywhere in the world;
 - 2.1.3 in any patent or patent application derived (whether directly or indirectly) from any patent application from which any Patent was derived (whether directly or indirectly);
 - 2.1.4 in all patents and other intellectual property rights that derive priority from, or are based on, the Patents, or any patent deriving from any patent application comprised within the Patents, including any term extensions, divisionals, continuations, continuations-in-part, reissues and extensions; and
 - 2.1.5 all rights of action arising or accrued relating to the Patents and any patents deriving from any patent application comprised within the Patents, including the right to take and/or defend proceedings for infringement and/or other causes of action arising from ownership thereof, and the right to seek, recover and retain damages and/or an account of profits and all other remedies for all past, current and/or future infringements thereof.
- 2.2 As a result of this transfer between the Parties, the Assignee is subrogated in all of the Assignor's rights under the Patents.
- 2.3 All the rights and privileges under the Patents are therefore vested in the Assignee, who shall be entitled to bring an action against any infringement or imitation of the Patents, whether they occurred prior to or following the assignment.
- 3 Closing**
- 3.1 Title and risk of loss or damage to the Patents shall pass to the Assignee on Closing, except as otherwise agreed in writing between the Parties.
- 4 Warranties**
- 4.1 Unless otherwise agreed, the assignment of the Patents foreseen in this Agreement is and will be made on a "as is" basis, and the Assignor, to the extent authorized by law, has not made, does not make and specifically negates and disclaims any representations, warranties or guaranties of any kind, other than the sole existence of the Patents.
- 5 Further Assurance**
- 5.1 Each Party shall be entitled to register the assignment of the Patents foreseen in this Agreement before the relevant patent offices at its own cost and to request the other Party to execute such documents and do such acts and things that may be reasonably required for the purpose of giving any Party the full benefit of this Agreement.
- 5.2 The Assignor shall provide the Assignee with all information and other assistance reasonably required by the Assignee to conduct, defend or settle any relevant claims, actions or proceedings relating to any of the rights assigned by this Agreement.

6 No Termination

The Parties are not entitled to terminate this Agreement for convenience or for cause for whatever reason. To the extent permitted by applicable law, each of the Parties hereby waive all their rights to terminate this Agreement including their rights under articles 6:258, 6:265 through 6:277 and 6:228 of the Dutch Civil Code to rescind (*ontbinden*) or nullify (*vernietigen*) this Agreement or demand the same in legal proceedings including any amendment of this Agreement.

7 Invalidity

7.1 If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the Parties.

7.2 To the extent it is not possible to delete or modify the provision, in whole or in part, under Clause 7.1, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Agreement and the legality, validity and enforceability of the remainder of this Agreement shall, subject to any deletion or modification made under Clause 7.1, not be affected.

8 Counterparts

This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. The Assignor and the Assignee may enter into this Agreement by executing any such counterpart.

9 Governing Law and jurisdiction

9.1 This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by the laws of the Netherlands.

9.2 All disputes arising out of or in connection with this Agreement will be resolved by the Amsterdam District Court following proceedings in English before the Chamber for International Commercial Matters (Netherlands Commercial Court or NCC District Court), to the exclusion of the jurisdiction of any other courts. An action for interim measures, including protective measures, available under Dutch law may be brought in the NCC's Court in Summary Proceedings in proceedings in English. Any appeals against NCC or NCC's Court in Summary Proceedings judgments will be submitted to the Amsterdam Court of Appeal's Chamber for International Commercial Matters.

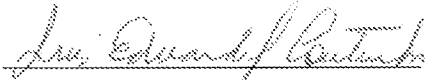
In witness whereof this Agreement has been entered into on the date stated at the beginning.

Execution copy
Patent Assignment Agreement related to the GeoSoftware business of CGG Services (NL)
B.V.

Signature page

Signed on behalf of:

CGG Services (NL) B.V.



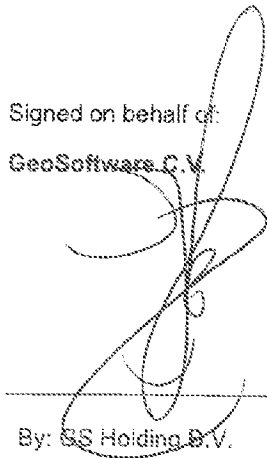
By: LUIS EDUARDO OVERAS COUTINHO

Title: MANAGING DIRECTOR

Execution copy
Patent Assignment Agreement related to the GeoSoftware business of CGG Services (NL)
B.V.

Signature page

Signed on behalf of:
GeoSoftware C.V.

A handwritten signature in black ink, consisting of a large, stylized 'J' followed by a series of loops and a final horizontal stroke.

By: SS Holding B.V.

Title: General Partner

By: J.L.M. Knooren

Title: Director

Execution copy
Patent Assignment Agreement the Netherlands

Schedule 1

Patents

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