507669393 12/28/2022

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
SQUARE ROBOT, INC.	08/25/2022

RECEIVING PARTY DATA

Name:	PHILLIPS 66 COMPANY	
Street Address:	2331 CITYWEST BLVD	
City:	HOUSTON	
State/Country:	TEXAS	
Postal Code:	77042	

PROPERTY NUMBERS Total: 2

Property Type	Number	
Application Number:	18090178	
Application Number:	18090200	

CORRESPONDENCE DATA

Fax Number: (713)623-4846

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.

7136234844 Phone:

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Correspondent Name: PATTERSON + SHERIDAN, LLP Address Line 1: 24 GREENWAY PLAZA, SUITE 1600

Address Line 4: HOUSTON, TEXAS 77046

ATTORNEY DOCKET NUMBER:	PHIL/0008USD01 AND USD02	
NAME OF SUBMITTER:	B. TODD PATTERSON	
SIGNATURE:	/B. Todd Patterson/	
DATE SIGNED:	12/28/2022	

Total Attachments: 4

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PATENT **REEL: 062227 FRAME: 0950** 507669393

PATENT ASSIGNMENT

This PATENT ASSIGNMENT ("Patent Assignment"), dated as of August 25, 2022, is made by Square Robot Inc., a Delaware company, having its principal place of business at 50 D'Angelo Drive, Suite 5, Marlborough, MA 01752, USA ("Square Robot"), in favor of Phillips 66 Company, a Delaware corporation, located at 2331 CityWest Blvd, Houston, Texas 77042 ("Phillips 66").

WHEREAS, under the terms herein, Square Robot conveys, transfers, and assigns to Phillips 66 all rights, title, and interest in certain intellectual property of Square Robot, and has agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Square Robot agrees as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Square Robot hereby irrevocably conveys, transfers, and assigns to Phillips 66 Company, and Phillips 66 Company hereby accepts, all of Square Robot's rights, title, and interest in and to the following (the "Assigned Patents"):
 - (a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents");
 - (b) all rights of any kind whatsoever of Square Robot accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - (c) 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
 - (d) 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, 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.
- 2. Recordation and Further Actions. Square Robot hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment upon request by Phillips 66. Following the date hereof, upon Phillips 66's reasonable request, Square Robot shall take such steps and actions, and provide such cooperation and assistance to Phillips 66 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 necessary to effect, evidence, or perfect the assignment of the Assigned Patents to Phillips 66, or any assignee or successor thereto.

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- 3. <u>Counterparts.</u> This Patent 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 Patent 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 Patent Assignment.
- 4. <u>Successors and Assigns</u>. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. Governing Law. This Patent 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 Patent 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).
- 6. <u>Warranties.</u> Each Party warrants and represents that the parties have conducted arms-length negotiations regarding this Assignment including but not limited to this provision itself, which is an important part of the Assignment. Each Party further warrants and represents that it is relying on its own judgment in entering this Assignment, is knowledgeable and sophisticated with respect to the facts that are the basis of this Amendment and has been represented by counsel in this matter or waived such representation. EACH PARTY ALSO WARRANTS AND REPRESENTS THAT IT IS NOT RELYING ON ANY PROMISE OR AGREEMENT WHICH IS NOT EXPRESSED IN THIS ASSIGNMENT.

IN WITNESS WHEREOF, Square Robot has as of the date first above written.	duly executed and delivered this Patent Assignment
ON OT 1110 ONLY THE	Square Robot, Inc.
	Name: $DAUID LAMONT$ Title: CEO
	Address for Notices:
	Square Robot, Inc. 50 D'Angelo Drive Suite 5
	Marlborough, Massachusetts 02210 WM
AGREED TO AND ACCEPTED:	Phillips 66 Company
	Name Docusigned by:
	Title: GM, Energy Research & Innovation
	Address for Notices:
	Chief Intellectual Property Counsel Phillips 66 Company 2331 CityWest Blvd Houston, Texas 77042

SCHEDULE 1

PATENTS AND PATENT APPLICATIONS

Patent Applications

Title	Jurisdiction	Serial Number	Filing Date
METHOD AND APPARATUS FOR LAUNCHING AND RECOVERING A REMOTE INSPECTION DEVICE	United States	16/539,697	08/13/2019
METHOD AND APPARATUS FOR LAUNCHING AND RECOVERING A REMOTE INSPECTION DEVICE	United States	62/718,145	08/13/2018

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