

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7720976

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	FAIRFIELD INDUSTRIES INCORPORATED	12/17/2018
RECEIVING PARTY DATA		
Name:	MAGSEIS FF LLC	
Street Address:	9811 KATY FWY, SUITE 1200	
City:	HOUSTON	
State/Country:	TEXAS	
Postal Code:	77024	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	9490911
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>		
Phone:	+47 22 91 04 00	
Email:	recordal@zacco.com	
Correspondent Name:	ZACCO NORWAY AS	
Address Line 1:	BOX 488 SKØYEN	
Address Line 4:	OSLO, NORWAY 0213	
NAME OF SUBMITTER:	RAHUL NEGI	
SIGNATURE:	/Rahul Negi/	
DATE SIGNED:	01/03/2023	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 18		
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Dated 19 Dec. 2022

**Fairfield Industries Incorporated/inc/d/b/a
FairfieldNodal/ d/b/a Fairfield Geotechnologies**

(as Assignor)

and

**MAGSEIS FF LLC
(previously called Fairfield Seismic Technologies LLC)
(as Assignee)**

Patent Assignment

THIS DEED (the "DEED") is made on December 19, 2022 but effective as December 17, 2018 (the "Effective Date")

BETWEEN:

- (1) Fairfield Industries Incorporated/inc/d/b/a FairfieldNodal/ d/b/a Fairfield Geotechnologies, residing at 1111 Gillingham Lane, Sugar land, Texas 77478, United States of America

(the "Assignor"); and
- (2) MAGSEIS FF LLC (previously called Fairfield Seismic Technologies LLC) a Delaware limited liability company, with whose registered office is 9811 Katy Fwy, Suite 1200, Houston, Texas 77024 (the "Assignee")

BACKGROUND

- (A) The Assignor is the owner of Patents (as defined below).
- (B) Pursuant to an Asset Purchase Agreement dated 30 Oct. 2018 and the Patent Assignment dated December 17, 2018 (collectively, the "Project Thunder Agreement") entered into between the Assignor and Assignee, the Assignee acquired certain assets of the Assignor, including the Patents.
- (C) Capitalized terms used herein without definition shall have the meaning set forth in the Project Thunder Agreement.
- (D) The Assignor and Assignee desire that the Patents be assigned by the Assignor to the Assignee on the terms set out in this Deed.
- (E) The Parties desire to affirm that patents listed in Schedule 1 were identified as part of the Project Thunder Agreement. Nothing in this Deed, express or implied, is intended to or shall be constructed to modify, expand, supersede or limit in any way the terms, conditions or obligations of the Project Thunder Agreement. To the extent any provision of this Deed conflicts with or is inconsistent with the terms of the Project Thunder Agreement, the Project Thunder Agreement shall control and govern.
- (F) IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed, save as otherwise specifically provided, the following words have the following meanings:

"Deed" means this Patent assignment;

"Patents" means the registered patents and patent applications as identified in Schedule 1, as well as all patents and patent applications g (such as divisional applications, continuation applications, national applications derived from regional applications) generated from any of the applications listed herein).

1.2 Interpretation

In this Deed (except where the context otherwise requires):

- (a) the Index and clause headings are included for convenience only and shall not affect the interpretation of this Deed; and

(b) reference to a party includes its successors and permitted assigns.

1.3 Schedules

The Schedules form part of this Deed and shall have effect as if set out in full in the body of this Deed and any reference to this Deed includes the Schedules.

2. ASSIGNMENT

2.1 The Assignor hereby assigns with full title guarantee to the Assignee absolutely all its right, title and interest in and to the Patents listed in Schedule 1, including:

- (a) the absolute entitlement to any registered Patents granted pursuant to any of the applications comprised in the Patents;
- (b) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action (including passing off) arising from ownership of any of the Patents whether occurring before, on or after the date of this Deed;
- (c) all rights to claim priority from the Patents;
- (d) all rights in any Patents upon which any registrations or applications comprising the Patents are dependent; and
- (e) all rights to any extensions, renewals or amendments to the Patents.

3. GENERAL

3.1 Amendment

No variation of this Deed shall be valid unless it is in writing and signed by or on behalf of both parties.

3.2 Severability

If and to the extent that any provision of this Deed is held to be illegal, void or unenforceable, such provision shall be given no effect and shall be deemed not to be included in this Deed but without invalidating any of the remaining provisions of this Deed.

3.3 Governing law and jurisdiction

- (a) This Deed, the relationship between the parties and any non-contractual rights and the performance of the obligations in connection with this Deed, shall be governed by, and interpreted in accordance with, the laws of the State of Texas, without giving effect to the conflict of laws rules thereof.
- (b) All related patent issues, including the assignment effected by this Deed, shall be governed by, and construed in accordance with, the laws of the United States.
- (c) Each of the parties agree that the courts of State of Texas are to have exclusive jurisdiction to settle any dispute (including claims for set-off and counterclaims) which may arise in connection with the creation, validity, effect, interpretation or performance of, or the legal relationships established by, this Deed or otherwise arising in connection with this Deed and for such purposes irrevocably submit to the jurisdiction of the Texas courts.

Assignor: Fairfield Industries
Incorporated/inc/d/b/a FairfieldNodal/ d/b/a
Fairfield Geotechnologies

Assignee: MAGSEIS FF LLC
(previously called Fairfield Seismic
Technologies LLC)

Signature: [Signature]

Name: Joe Dryer

Title: Chief Executive Officer

Place: Houston, TX, USA

Date: 19 December, 2022

Signature: [Signature]

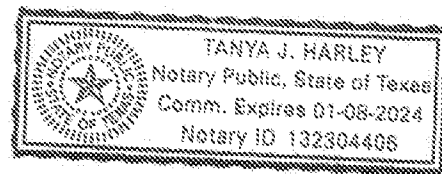
Name: Phillip A Shotts

Title: Assistant GC, Director of IP

Place: Houston, TX, USA

Date: 19 December, 2022

State of TX County of HARRIS
The foregoing instrument was acknowledged before me
this 19 day of December, 2022,
by Joe Dryer x Phillip Shotts
[Signature] Notary Public
My Commission Expires 01-08-2024



[Signature Page to Patent Assignment]

SCHEDULE 1

(Patents and Patent Applications to be Assigned)

1. Patents

Country	Application no.	Title	Application Date	Registration Date	Registration No.	Status
United States	15/353439	BACK DECK AUTOMATION	16-11-16	22-06-21	11041973	Registered
United States	12/004916	Breakaway Deployment Cable for Underwater Seismic Recording System	30-05-03	13-10-09	7602667	Registered
United States	12/203791	CONNECTOR FOR SEISMIC CABLE	09-03-08	26-04-11	7933165	Registered
Brazil	BR112018005272-8	DETERMINING NODE DEPTH AND WATER COLUMN TRANSIT VELOCITY	20-09-16			Pending
China	201680067358.3	DETERMINING NODE DEPTH AND WATER COLUMN TRANSIT VELOCITY	20-09-16	27-03-20	ZL201680067358.3	Registered
China	202010122586.4	DETERMINING NODE DEPTH AND WATER COLUMN TRANSIT VELOCITY	20-09-16			Pending
EPC	2016849420.1	DETERMINING NODE DEPTH AND WATER COLUMN TRANSIT VELOCITY	20-09-16			Allowed

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China	201480021465.3	HIGH-BANDWIDTH UNDERWATER DATA COMMUNICATION SYSTEM	03-12-14	10-03-17	ZL201480021465.3	Registered
United States	16/201256	HIGH-BANDWIDTH UNDERWATER DATA COMMUNICATION SYSTEM	15-03-13	21-09-21	11128386	Registered
United States	14/203550	HIGH-BANDWIDTH UNDERWATER DATA COMMUNICATION SYSTEM	15-03-13	11-08-16	9490911	Registered
Canada	2996790	METHOD AND APPARATUS FOR CORRECTING THE TIMING FUNCTION IN A NODAL SEISMIC DATA ACQUISITION UNIT	11-04-08	03-08-22	2996790	Registered
Canada	2700280	METHOD AND APPARATUS FOR CORRECTING THE TIMING FUNCTION IN A NODAL SEISMIC DATA ACQUISITION UNIT	11-04-08	05-08-18	2700280	Registered
EPC	19153086.4	METHOD AND APPARATUS FOR CORRECTING THE TIMING FUNCTION IN A NODAL SEISMIC DATA ACQUISITION UNIT	11-04-08	26-10-22	3561549	Registered

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EPC	8852981.3	METHOD AND APPARATUS FOR CORRECTING THE TIMING FUNCTION IN A NODAL SEISMIC DATA ACQUISITION UNIT	11-04-08	23-01-19	2198325	Registered
France	8852981.0	METHOD AND APPARATUS FOR CORRECTING THE TIMING FUNCTION IN A NODAL SEISMIC DATA ACQUISITION UNIT	11-04-08	23-01-19	2198325	Registered
Norway	8852981.3	METHOD AND APPARATUS FOR CORRECTING THE TIMING FUNCTION IN A NODAL SEISMIC DATA ACQUISITION UNIT	11-04-08	23-01-19	2198325	Registered
United Kingdom	8852981.3	METHOD AND APPARATUS FOR CORRECTING THE TIMING FUNCTION IN A NODAL SEISMIC DATA ACQUISITION UNIT	11-04-08	23-01-19	2198325	Registered
China	201210289548.3	METHOD AND APPARATUS FOR CORRECTING TIMING FUNCTION IN A NODAL SEISMIC DATA ACQUISITION UNIT	11-04-08	18-07-17	ZL201210289548.3	Registered
Brazil	1020150294352.0	Method and Computer System For Determining Seismic Node Position	24-11-15	02-08-22	BR102015029435-2	Registered

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China	201510835013.5	Method and Computer System for Determining Seismic Node Position	25-11-15	01-03-20	105629298	Registered
EPC	15196127.3	Method and Computer System For Determining Seismic Node Position	24-11-15	23-02-22	3026466	Registered
France	15196127.3	Method and Computer System For Determining Seismic Node Position	24-11-15	23-02-22	3026466	Registered
Norway	15196127.3	Method and Computer System For Determining Seismic Node Position	24-11-15	23-02-22	3026466	Registered
United Kingdom	15196127	Method and Computer System For Determining Seismic Node Position	24-11-15	23-02-22	3026466	Registered
United States	14/553172	Method and Computer System for Determining Seismic Node Position	25-11-14	13-08-19	10379239	Registered
China	200480044393.0	METHOD AND DEVICE FOR SEISMIC DATA ACQUISITION	21-09-04	09-05-12	200480044393	Registered
China	201210243445.3	METHOD AND EQUIPMENT USED FOR COLLECTING SEISMIC DATA	21-09-04	28-09-16	ZL201210243445.3	Registered
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China	200480040320.4	METHOD AND SYSTEM FOR TRANSMISSION OF SEISMIC DATA	21-09-04	07-09-08	ZL200480040320.4	Registered
United States	12/165234	NODE STORAGE, DEPLOYMENT AND RETRIEVAL SYSTEM	30-06-08	02-08-11	7883292	Registered
United States	13/011714	NODE STORAGE, DEPLOYMENT AND RETRIEVAL SYSTEM	30-06-08	05-08-12	8172480	Registered
United States	13/038296	OCEAN BOTTOM SEISMIC SENSOR DEPLOYMENT VEHICLE	03-01-11	11-12-13	8579545	Registered
Canada	2988171	OPTICAL LINK MANAGEMENT	25-04-17			Published
China	201780002568.9	OPTICAL LINK MANAGEMENT	25-04-17	12-01-20	ZL201780002568.9	Registered
Indonesia	PID201708891	OPTICAL LINK MANAGEMENT	25-04-17	24-12-21		Registered
Mexico	a/2017/016048	OPTICAL LINK MANAGEMENT	25-04-17	07-03-20	372792	Registered
Brazil	1120150086772.0	Payload Control Apparatus, Method, and Applications	16-10-13	27-07-21	BR112015008677-2	Registered
United States	12/199725	POWERED SHEAVE FOR NODE DEPLOYMENT AND RETRIEVAL <i>[Signature Page to Patent Assignment]</i>	27-08-08	01-03-12	8087848	Registered

United States	13/710246	POWERED SHEAVE FOR NODE DEPLOYMENT AND RETRIEVAL	27-08-08	08-12-14	8801328	Registered
United States	14/457480	POWERED SHEAVE FOR NODE DEPLOYMENT AND RETRIEVAL	27-08-08	25-10-16	9475552	Registered
United States	13/341701	POWERED SHEAVE FOR NODE DEPLOYMENT AND RETRIEVAL	27-08-08	12-11-12	8328467	Registered
United States	12/203803	SEISMIC CABLE WITH ADJUSTABLE BUOYANCY	09-03-08	24-07-12	8226328	Registered
United States	13/538944	SEISMIC CABLE WITH ADJUSTABLE BUOYANCY	09-03-08	30-07-13	8496407	Registered
United States	14/520152	SEISMIC CABLE WITH ADJUSTABLE BUOYANCY	09-03-08	08-02-16	9405030	Registered
United States	13/952205	SEISMIC CABLE WITH ADJUSTABLE BUOYANCY	29-06-12	21-10-14	8864416	Registered
Brazil	BR112019025985-6	SEISMIC DATA ACQUISITION UNIT	06-08-18			Pending
EPC	18814442.2	SEISMIC DATA ACQUISITION UNIT	06-08-18			Published
United States	11/843965	SEISMIC SENSOR TRANSFER DEVICE	23-08-07	15-12-09	7632043	Registered

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Brazil	BR122019008086-0	SEISMIC SURVEYS WITH OPTICAL COMMUNICATION LINKS	19-06-17			Published
Brazil	BR112018077452-9	SEISMIC SURVEYS WITH OPTICAL COMMUNICATION LINKS	19-06-17			Filed
China	201780052733.1	SEISMIC SURVEYS WITH OPTICAL COMMUNICATION LINKS	19-06-17	29-04-22	ZL201780052733.1	Registered
China	202210475386.6	SEISMIC SURVEYS WITH OPTICAL COMMUNICATION LINKS	19-06-17			Published
Mexico	MX/a/2019/000242	SEISMIC SURVEYS WITH OPTICAL COMMUNICATION LINKS	19-06-17	24-10-22	MX/a/2019/000242	Registered
Canada	2897395	SIMULTANEOUS SHOOTING NODAL ACQUISITION SEISMIC SURVEY METHODS	01-07-14	01-05-21	2897395	Registered
China	201810430632.X	SIMULTANEOUS SHOOTING NODAL ACQUISITION SEISMIC SURVEY METHODS	01-07-14	30-06-20	ZL201810430632.X	Registered
China	201480007780.0	SIMULTANEOUS SHOOTING NODAL ACQUISITION SEISMIC SURVEY METHODS	01-07-14	06-01-18	ZL201480007780.0	Registered
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Indonesia	P00201504826	SIMULTANEOUS SHOOTING NODAL ACQUISITION SEISMIC SURVEY METHODS	01-07-14	05-10-19	P000058570	Registered
Mexico	MX/a/2019/007966	SIMULTANEOUS SHOOTING NODAL ACQUISITION SEISMIC SURVEY METHODS	01-07-14	26-10-21	387364	Registered
Mexico	MX/a/2017/011455	SIMULTANEOUS SHOOTING NODAL ACQUISITION SEISMIC SURVEY METHODS	01-07-14	07-03-19	366232	Registered
Viet Nam	1-2015-02909	SIMULTANEOUS SHOOTING NODAL ACQUISITION SEISMIC SURVEY METHODS	01-07-14	11-11-20	26744	Registered
United States	16/153258	SYSTEMS AND METHODS TO CONTROL A MOVING UNDERWATER VEHICLE RETRIEVING AN OCEAN BOTTOM SEISMIC DATA ACQUISITION UNIT	05-10-18	17-08-21	11092711	Registered

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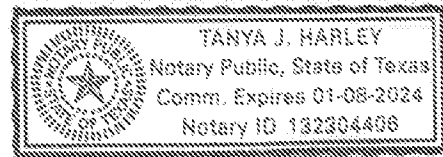
Assignor: Fairfield Industries
Incorporated/inc/d/b/a FairfieldNodal/
d/b/a Fairfield Geotechnologies

Signature: [Signature]
Name: Joe Dryer
Title: Chief Executive Officer
Place: Houston, TX, USA
Date: 19 December, 2022

Assignee: MAGSEIS FF LLC
(previously called Fairfield Seismic
Technologies LLC)

Signature: [Signature]
Name: Phillip A Shotts
Title: Assistant GC, Director of IP
Place: Houston, TX, USA
Date: 19 December, 2022

State of Tx County of HARRIS
The foregoing instrument was acknowledged before me
this 19 day of December, 2022,
by Joe Dryer & Phillip A Shotts
[Signature] Notary Public
My Commission Expires 01-08-2024



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1. The method of claim 1, wherein the first and second
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Power of Attorney

We

Magseis FF LLC

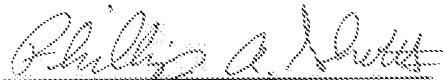
do hereby authorize

**Zacco Denmark A/S
Arne Jacobsens Allé
15 DK-2300
Copenhagen S
Denmark**

to represent us before the Office of countries in Annexure 1 in all proceedings as applicant or proprietor. This power of authority shall authorize Zacco (and their entities listed in Annexure 2) to sign the related documents including power of attorney on our behalf, to manage and conduct all matters concerning the recordal change (Assignment, Change of name and address) before the respective Intellectual Property Office.

Place and date
Houston, TX USA

17 August, 2022



Signature/s

Phillip A. Shotts Assistant General Counsel & IP Director

Name of person/s signing

ANNEXURE 1

1. Australia
2. Austria
3. Belgium
4. Canada
5. China
6. Czechia
7. Denmark
8. Finland
9. France
10. Germany
11. Ireland
12. Italy
13. Japan
14. Luxembourg
15. Netherlands
16. New Zealand
17. Norway
18. Poland
19. Portugal
20. Russia
21. Spain
22. Sweden
23. Switzerland
24. Turkey
25. United Kingdom
26. United States

ANNEXURE 2

Zacco entities

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www.zacco.com

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VAT no. DK21624683

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Zacco Norway AS

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Zacco GmbH

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D-80335 Munich,

Germany

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ZACCO legal Rechtsanwalts GmbH,
Bayerstraße 83,
80335 München

Zacco UK Limited
The Surrey Technology Centre
Guildford
Surrey GU2 7YG