

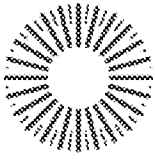
PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8184010

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
LONG PIPES LIMITED	12/11/2019
RECEIVING PARTY DATA	
Name:	LONG PIPES USA, INC.
Street Address:	2/11 ERCEG ROAD
City:	YANGEBUP, WESTERN AUSTRALIA
State/Country:	AUSTRALIA
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17577981
CORRESPONDENCE DATA	
Fax Number:	(612)332-9081
<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:	6123325300
Email:	crogers@merchantgould.com
Correspondent Name:	MERCHANT & GOULD P.C.
Address Line 1:	P.O. BOX 2903
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402-0903
ATTORNEY DOCKET NUMBER:	03955.0219FPD1
NAME OF SUBMITTER:	BRIAN H. BATZLI
SIGNATURE:	/Brian H. Batzli/
DATE SIGNED:	09/22/2023
Total Attachments: 10	
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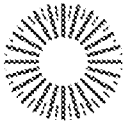
HERBERT
SMITH
FREEHILLS

Deed

Deed of assignment of patents and trade marks

Long Pipes Limited (ABN 18 139 473 331)

Long Pipes USA, Inc.



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Deed of assignment of patents

Date ► December 11, 2019

Between the parties

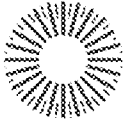
Assignor **Long Pipes Limited**
ABN 18 139 473 331 of 2/11 Erceg Road, Yangebup, Western
Australia
(LPL)

Assignee **Long Pipes USA, Inc.**
of 2/11 Erceg Road, Yangebup, Western Australia (c/o Long Pipes
Limited)
(LPUSA)

Recitals

- 1 The Assignor, the Assignee, Big Tuna Holdings, LLC, BTH Blocker, LLC, and Big Tuna USA, LLC (**BTUSA**) entered into an equity issuance and conveyance agreement on 14 June 2019 (**Issuance Agreement**). The Assignee and BTUSA have also entered into a licence agreement on or about the date of this deed (**Patent Licence**).
- 2 As contemplated by clause 1(d) of the Issuance Agreement, the Assignor has agreed to assign to the Assignee all of the Assignor's interest in the Core Patents, as well as in the Trade Mark.

This deed witnesses as follows:



1 Definitions and interpretation

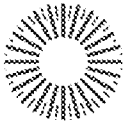
1.1 Definitions

The meanings of the terms used in this deed are set out below.

Term	Meaning
Core Patent	a patent granted on or before the date of this deed to the Assignor in the Territory and listed in Part A of Schedule 1; and a patent application filed before the date of this deed by the Assignor in the Territory and listed in Part B of Schedule 1.
Issuance Agreement	has the meaning given in recital 1 of this deed.
New Patent	a patent granted to the Assignor in the Territory after the date of this deed having the same or substantially the same patent claims, or which is lodged under the same application number, as the patent applications listed in Part B of Schedule 1.
Territory	all the United States of America being the 48 contiguous states and Washington, D.C. plus Alaska and Hawaii being the 50 states and specifically excludes the territories and protectorates as administered by the Federal Government of the United States.
Trade Mark	the trade mark listed in Schedule 2.
New Trade Mark	a trade mark granted to the Assignor in the Territory after the date of this deed for goods and/or services related to the business of Assignee.

1.2 Interpretation

- (a) Clause 6.21 of the Issuance Agreement applies to this deed as if set out in this deed in full (with the necessary modifications).
- (b) To the extent of any inconsistency between the provisions of this deed and the Issuance Agreement, this deed prevails.
- (c) In this deed, unless the context otherwise requires:



- (1) headings and boldings are for convenience only and do not affect the interpretation of this deed;
- (2) words importing the singular include the plural and vice versa;
- (3) a reference to a person includes a corporation; and
- (4) a reference to a person includes that person's successors and legal personal representatives.

2 Assignment

2.1 Assignment of Core Patents

- (a) The Assignor hereby assigns to the Assignee:
 - (1) all of the Assignor's right, title and interest in the Core Patents; and
 - (2) the right to sue for damages and other remedies in respect of any infringement of the Core Patents which may have occurred before this assignment.
- (b) The assignment of the Core Patents is effective on the date of this deed.

2.2 Assignment of New Patents

If and to the extent a New Patent issues in the United States of America after the date of this deed, the Assignor will, as soon as reasonably practicable, assign to the Assignee:

- (1) all of the Assignor's interest in that New Patent; and
- (2) the right to sue for damages and other remedies in respect of any infringement of that New Patent which may have occurred before such assignment.

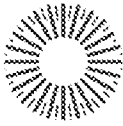
2.3 Assignment of Trade Mark

- (a) The Assignor hereby assigns to the Assignee:
 - (1) all of the Assignor's right, title and interest in the Trade Mark, including all associated goodwill; and
 - (2) the right to sue for damages and other remedies in respect of any infringement of the Trade Mark which may have occurred before this assignment.
- (b) The assignment of the Trade Mark is effective on the date of this deed.

2.4 Assignment of New Trade Marks

If and to the extent the Assignor is granted a New Trade Mark after the date of this deed (but prior to the date that the Patent Licence expires or is terminated in accordance with its terms), the Assignor will, as soon as reasonably practicable, assign to the Assignee:

- (1) all of the Assignor's interest in that New Trade Mark; including all associated goodwill; and
- (2) the right to sue for damages and other remedies in respect of any infringement of that New Trade Mark which may have occurred before such assignment.



3 Assignor's warranties

The Assignor gives the following warranties to the Assignee as at the date of this deed:

- (a) the Assignor is the owner of the Core Patents and the Trade Mark;
- (b) no person other than the Assignor has:
 - (1) an interest in the Core Patents or the Trade Mark; or
 - (2) a right or permission to use or exploit the Core Patents or the Trade Marks, or exercise any rights in relation to the Core Patents or the Trade Mark; and
- (c) the Assignor is entitled to assign the Core Patents and the Trade Mark in the manner provided in this deed.

4 Registering this assignment and further action

- (a) The Assignee must:
 - (1) promptly do all things necessary to have the assignments contemplated by clause 2 registered in any appropriate registry;
 - (2) pay any fees or costs in relation to registering the assignments contemplated by clause 2; and
 - (3) promptly notify the Assignor on completion of the registration of the assignments in clause 2.
- (b) The Assignor must execute any documents and do any other things that the Assignee reasonably requests to:
 - (1) enable the Assignee to have its ownership of the Core Patents and the Trade Mark (and any New Patents or New Trade Marks) registered in any appropriate registry;
 - (2) enable the Assignee to file or prosecute in its name any application for a patent or other registration forming part of or relating to the Core Patents (or any New Patents), whether in Australia or in any other country; or
 - (3) give effect to the terms of this deed.

5 General

5.1 Governing law and jurisdiction

- (a) This deed is governed by the laws of Western Australia.
- (b) Each party irrevocably submits to the exclusive jurisdiction of the courts of Western Australia.

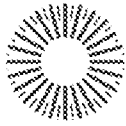
5.2 Variation

A variation of the terms of this deed must be in writing and signed by the parties.



5.3 Counterparts

- (a) This deed may be executed in any number of counterparts.
- (b) All counterparts, taken together, constitute one instrument.
- (c) A party may execute this deed by signing any counterpart.



Schedule 1

Patents

Country	Patent number	Date Filed	Title of the Invention
PART A – USA patents			
USA	9,435,468	31 October 2011	Construction of Pipes
USA	10,190,704	31 October 2011	Construction of Pipes
PART B – USA patent applications			
USA	15/368,154	3 June 2015	Compression Apparatus
USA	16/609,113	28 April 2017	Flexible Tubular Structure
USA	16/618,247	1 June 2017	Construction of Tubular Assemblies
USA	16/618,255	1 June 2017	Construction of Tubular Assemblies

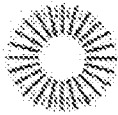


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Schedule 2

Trade mark

Country	Trade mark number	Trade mark	Class
USA	5,134,931	FLUID HIGHWAY	11, 17, 19, 37 and 39



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Signing page

Executed as a deed

Signed sealed and delivered by
Long Pipes Limited (ABN 18 139
473 331)
by

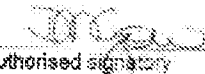
sign here 
Director

print name DAVID NEIL GOW

sign here 
Director

print name RODNEY CHARLES BAXTER

Signed sealed and delivered by
Long Pipes USA, Inc. in the
presence of

sign here 
Authorised signatory

print name DAVID NEIL GOW

sign here 
Witness

print name KIRSTEN JENNIFER GOW

Deed of assignment

PATENT