

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI184973

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	FMC Technologies, Inc.	03/11/2024
RECEIVING PARTY DATA		
Company Name:	FMC Technologies Measurement Solutions, Inc.	
Street Address:	c/o Guidant Measurement Solutions	
Internal Address:	1602 Wagner Ave.	
City:	Erie	
State/Country:	PENNSYLVANIA	
Postal Code:	16510	
PROPERTY NUMBERS Total: 5		
Property Type	Number	
Application Number:	13497489	
Application Number:	16617549	
Application Number:	15189622	
Application Number:	11359103	
Application Number:	16468925	
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:	(202)835-7507	
Email:	JRamos@milbank.com,DCIP@milbank.com	
Correspondent Name:	Javier J. Ramos	
Address Line 1:	1850 K Street, NW	
Address Line 2:	Suite 1100	
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006	
ATTORNEY DOCKET NUMBER:	47760.00001	
NAME OF SUBMITTER:	JAVIER RAMOS	
SIGNATURE:	JAVIER RAMOS	
DATE SIGNED:	05/02/2024	

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”), dated as of March 11, 2024 (the “Effective Date”), is made by and between FMC Technologies, Inc., a Delaware corporation (“Assignor”) and FMC Technologies Measurement Solutions, Inc., a Delaware corporation (“Assignee”). Capitalized terms used but not defined herein shall have the meanings given to them, directly or by reference, in the Business Separation Agreement (as defined below), or if not defined therein, in the Purchase Agreement (as defined below).

WHEREAS, pursuant to the Equity Purchase Agreement, dated as of November 20, 2023, by and among Assignor, the buyers thereto, and other parties (the “Purchase Agreement”), Sellers have agreed to sell the Transferred Business to such buyers, through the sale of the Transferred Equity Interests in each of the Transferred Entities (including Assignee);

WHEREAS, in order to, among other things, transfer certain assets relating to the Transferred Business to the Transferred Entities, Assignor, Assignee, and certain other parties have entered into that certain Business Separation Agreement, dated as of November 20, 2023 (the “Business Separation Agreement”), pursuant to which Assignor agreed to contribute, convey, assign, transfer and deliver to Assignee the Contributed Assets, including the Transferred Intellectual Property;

WHEREAS, pursuant to that certain Contribution, Assignment and Assumption Agreement, dated as of the Effective Date, by and between Assignor and Assignee, Assignor assigned to Assignee the Transferred Intellectual Property, including the patents and patent applications listed in Schedule A (the “Assigned Patents”) and the Trademarks listed in Schedule B (the “Assigned Trademarks”); and

WHEREAS, the Assignor and Assignee have entered into this Agreement for purposes of recording the assignment of the Assigned Patents and the Assigned Trademarks with the United States Patent and Trademark Office and corresponding intellectual property offices in other jurisdictions.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby irrevocably assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest in, to and under (a) the Assigned Trademarks, together with the goodwill connected with the use thereof and symbolized thereby, (b) the Assigned Patents, (c) the right to sue for past, present and future infringement, misappropriation, dilution, and other violations of the foregoing, all rights therein provided by international treaties or conventions, (d) all income, royalties and payments receivable with respect to any of the foregoing; and (e) all other rights, priorities and privileges arising thereunder or pertaining thereto throughout the world.

2. Further Assurances. Assignor agrees to execute and deliver such other documents and other instruments, and take such other actions, in each case upon Assignee’s reasonable request

and at Assignee's expense, to effectuate, evidence, record, and otherwise perfect the foregoing assignment to Assignee of the Assigned Patents and Assigned Trademarks.

3. Governing Law. This Agreement will be exclusively governed by and construed and enforced in accordance with the internal Laws of the State of Delaware, without giving effect to any Law or rule that would cause the Laws of any jurisdiction other than the State of Delaware to be applied.

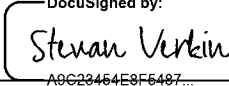
4. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original agreement, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page hereof by electronic means shall be as effective as delivery of a manually executed counterpart to this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Agreement as of the date first written above.

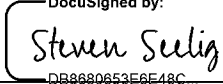
Assignor:

FMC TECHNOLOGIES, INC.

By:  DocuSigned by:
A0C22464E8F6487...
Name: Stevan Verkin
Title: Vice President

Assignee:

FMC TECHNOLOGIES MEASUREMENT
SOLUTIONS, INC.

By:  DocuSigned by:
DB8680653E6E48C...
Name: Steven Seelig
Title: Treasurer

SCHEDULE A
ASSIGNED PATENTS

United States:

Title	App. No.	Filing Date	Pat. No.	Issue Date	Jurisdiction
ROTATIONAL MEASUREMENT SYSTEM FOR FLUID METERS	13/497,489	9/22/2010	8,770,041	7/8/2014	U.S.
SHORT RANGE DIGITAL RADIO LOCATION DETERMINATION TO FACILITATE PETROLEUM TRANSPORT	16/617,549	6/7/2018	11,436,552	9/06/2022	U.S.
FLOW CONDITIONER	15/189,622	6/22/2016	10,309,432	6/4/2019	U.S.
FLOW COMPUTER WITH NETWORKED I/O MODULES	11/359,103	2/22/2006	7,376,521	4/30/2008	U.S.
SMART METER BLOCK	16/468,925	12/15/2017	-	-	U.S.

Other Jurisdictions:

Title	App. No.	Filing Date	Pat. No.	Grant Date	Jurisdiction
SHORT RANGE DIGITAL RADIO LOCATION DETERMINATION TO FACILITATE PETROLEUM TRANSPORT	18738405.2	6/07/2018	EP3635652	11/30/2022	EPO (with validations in AT, DE, PL, RO)
SMART METER BLOCK	17826654.0	12/15/2017	EP3556109	10/23/2019	EPO (with validations in DE, DK, ES, GB, GR, IT, NO, PL, PT, TR)
SYSTEM AND METHOD FOR PROVIDING BRANDED FUEL	PCT/ EP2022/ 069271	7/11/2022	-	-	PCT

SCHEDULE B
ASSIGNED TRADEMARKS

United States:

Mark	Serial. No.	Filing Date	Reg. No.	Reg. Date	Jurisdiction
SENING	78675892	7/22/2005	3167867	11/7/2006	U.S.
ACCULOAD	73400159	10/18/1982	1286929	7/24/1984	U.S.
SMITH METER	78655282	6/21/2005	3210290	2/20/2007	U.S.
TRUCKEYE	97077009	10/15/2021	6975906	2/7/2023	U.S.
INVALCO	85790912	11/29/2012	4473670	1/28/2014	U.S.

Other Jurisdictions:

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Jurisdiction
SENING	5335718	5/8/2006	5335718	5/7/2009	China
SENING	5191846	7/11/2006	5191846	4/23/2007	E.U.
SENING	UK00905191846	7/11/2006	UK00905191846	4/23/2007	U.K.
ACCULOAD	1212612	6/18/1999	1212612	11/13/2000	E.U.
ACCULOAD	UK00901212612	6/18/1999	UK00901212612	11/13/2000	U.K.
SMITH METER	5191705	7/11/2006	5191705	4/23/2007	E.U.
TRUCKEYE			1655759	3/11/2022	WIPO / Madrid Protocol
INVALCO	3399785	4/8/2015	2755323	9/9/2015	Argentina
INVALCO	3399784	4/8/2015	2755322	9/9/2015	Argentina
INVALCO	3399783	4/8/2015	2755321	9/9/2015	Argentina
INVALCO	825789303	9/19/2003	825789303	5/22/2007	Brazil
INVALCO	825789290	9/19/2003	825789290	5/22/2007	Brazil
INVALCO	825789281	9/19/2003	825789281	5/22/2007	Brazil
INVALCO	1191063	9/17/2003	TMA722025	8/26/2008	Canada
INVALCO	3357233	9/17/2003	3357233	7/20/2005	E.U.
INVALCO	2665344	12/14/2021	2382411	4/13/2022	Mexico
INVALCO	2665345	12/14/2021	2375864	3/28/2022	Mexico
INVALCO	2665346	12/14/2021	2479158	11/22/2022	Mexico
INVALCO	UK00903357233	9/17/2003	UK00903357233	7/20/2005	U.K.