

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM607791

| | | | |
|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Rock Solid Images, Inc. | | 12/18/2018 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | SLLP 206 LIMITED | | |
| Street Address: | 28 Albyn Place | | |
| City: | Aberdeen | | |
| State/Country: | SCOTLAND | | |
| Postal Code: | AB10 1YL | | |
| Entity Type: | Corporation: SCOTLAND | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3037832 | IMOSS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2142064330 | | |
| <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: | 2142064300 | | |
| Email: | jim@richardlawgroup.com | | |
| Correspondent Name: | James F. Struthers | | |
| Address Line 1: | 13355 Noel Rd Ste 1350 | | |
| Address Line 4: | Dallas, TEXAS 75240 | | |
| NAME OF SUBMITTER: | James F. Struthers | | |
| SIGNATURE: | /James F. Struthers/ | | |
| DATE SIGNED: | 11/10/2020 | | |
| Total Attachments: 44 | | | |
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DATED 18th December, 2018

- (1) SLLP 206 LIMITED
- (2) RSI GEOSCIENCE LIMITED
- (3) ROCK SOLID IMAGES US GROUP, INC
- (4) ROCK SOLID IMAGES, INC.

DEED OF RECONSTRUCTION



28 Albyn Place
ABERDEEN
AB10 1YL

ECN/RAM.33.8

THIS DEED OF RECONSTRUCTION is made on 18th December, 2018

PARTIES:

- (1) **SLLP 206 LIMITED** incorporated and registered in Scotland with company number SC571475 whose registered office is at 28 Albyn Place, Aberdeen, AB10 1YL ("**SLLP 206**");
- (2) **RSI GEOSCIENCE LIMITED** incorporated and registered in Scotland with company number SC548690 whose registered office is at 28 Albyn Place, Aberdeen, AB10 1YL ("**RSIG**");
- (3) **ROCK SOLID IMAGES US GROUP, INC** incorporated and registered in Delaware, United States of America with registered number 4402517 whose registered office is at 1675 South State Street, Suite B, Dover, DE 19901 ("**RSI Group**"); and
- (4) **ROCK SOLID IMAGES, INC** incorporated and registered in Delaware, United States of America with registered number 2961760 whose registered office is at 1220 N. Market Street, Suite 806, Wilmington, Delaware, USA 19801 ("**RSI, Inc**").

(SLLP 206, RSIG, RSI Group and RSI, Inc being hereinafter referred to collectively as the "**Parties**" and individually as a "**Party**").

RECITALS:

- [REDACTED]
- [REDACTED]
- [REDACTED]

- (D) RSIG, RSI Group and RSI, Inc have agreed to assign and transfer the Assets to SLLP 206 subject to the terms and conditions in this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause shall apply in this agreement;

[REDACTED]

"**Agreement**" means this deed of reconstruction as it may be amended, novated, restated or supplemented from time to time;

[REDACTED]

"Assets" means the RSIG Assets, the RSI Group Assets and the RSI Inc, Assets;

[Redacted text block containing multiple lines of blacked-out content]

"iMoss" means RSIG's proprietary Rock Physics Software including rock Avo;

"Intellectual Property Rights" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"Information" means all information, know-how and techniques in any form which wholly or partially relate to:

- (a) all or any part of the Well Database;
- (b) any goods manufactured or services provided as part of the Well Database and the sale and marketing of such goods or services (including any and all customer lists); or
- (c) the operation, financial, management or administration of the Well Database;

and which is owned by RSIG;

[REDACTED]

"Name" means RSI and Rock Solid Images and any abbreviation or combination of any of them and any logo, format or style which any such name or abbreviation has been used by RSIG in connection with the Well Database;

[REDACTED]

[REDACTED]

[REDACTED]

"RSI Goodwill" means the goodwill, custom and connection of RSIG in relation to the Well Database together with the exclusive right of SLLP 206 to represent itself as operating the Well Database and to use the Name (and all other names associated with the Well Database) in succession to RSIG;

[REDACTED]

[REDACTED]

[REDACTED]

"RSI Well Database" means RSI's multi-client well log database comprising:

- [REDACTED]
- [REDACTED]
 - [REDACTED]
 - [REDACTED]

(c) iMOSS software (source code and executable) and rockAVO software (source code and executable);

"RSI Well Data Base Agreements" means all agreements, licences, options, understandings, commitments, terms of business and other arrangements that relate wholly or partly to the Intellectual Property Rights used or otherwise exploited in connection with the Well Database;

"RSI Well Data Base IPR's" means the Intellectual Property Rights owned by the RSIG or any member of the RSI's Group in connection with the Well Database including but not limited to the iMOSS registered trademark (US3037832 under class 9 (goods));

"RSIG Assets" means the Name, the RSIG Goodwill, the Information, the RSI Well Data Base Agreements, the RSI Well Data Base IPR's and all other assets and Intellectual Property Rights as set out in Schedule 2;

"RSIG Entities" means RSIG, RSI Group and RSI, Inc;

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- 1.2 References to **clauses** and **Schedules** are to the clauses of and schedules to this agreement and references to **Parts** are to parts of the relevant Schedule.
- 1.3 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.4 This agreement shall be binding on and enure to the benefit of, the Parties to this agreement and their respective successors and permitted assigns, and references to a **Party** shall include that Party's successors and permitted assigns.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless expressly provided otherwise in this agreement, a reference to **writing** or **written** includes fax and email.
- 1.7 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.8 References to a document in **agreed form** are to that document in the form agreed by the Parties and initialled by them or on their behalf for identification.
- 1.9 Unless otherwise provided, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force as at the date of this agreement. A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.
- 1.10 A reference to this Agreement or to any other agreement or document referred to in this Agreement is a reference to this Agreement and such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement or those other agreements or documents) from time to time.
- 1.11 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar

expressions shall be constructed as illustrative and shall not limit the fullest meaning of the description in this agreement. as detailed in the words, description, definition, phrase or term preceding those terms.

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
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- [REDACTED]
- [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

4. RSIG ASSETS

■ [REDACTED]

4.2 RSIG hereby assigns to SLLP 206 absolutely with full title guarantee all its rights, title and interest in and to the RSIG Assets including:

- (a) the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the RSIG Assets;
- (b) all goodwill attaching any of the RSIG Assets; and
- (c) 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 arising from ownership, of any of the RSIG Assets whether occurring before, on, or after the date of this Agreement.

4.3 RSIG hereby assigns to SLLP 206 absolutely with full title guarantee all its rights, title and interest in and to the RSIG Goodwill.

4.4 RSIG hereby assigns to SLLP 206 with full title guarantee all its rights, title and interest in and to the Name and all Intellectual Property Rights in the Name including:

- (a) the exclusive right for SLLP 206 and its successors and assigns to use the Name;
- (b) all goodwill attaching to the Name;
- (c) 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 arising from ownership, of any of the Intellectual Property Rights in the Name whether occurring before, on, or after the date of this agreement.

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

12. FURTHER ASSURANCE

12.1 At their own respective expense, each RSIG Entity shall (and shall use reasonable endeavours to procure that any relevant third party shall) promptly execute and deliver such documents and perform such acts as SLEP 206 may reasonably require from time to time for the purpose of giving full effect to this Agreement.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

14. ENTIRE AGREEMENT

This Agreement (together with the documents referred to in it) constitutes the entire agreement between the Parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties,

representations and understandings between them, whether written or oral, relating to its subject matter.

15. VARIATION AND WAIVER

- 15.1 No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).
- 15.2 No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right or remedy under this agreement or by law is only effective if it is in writing.
- 15.3 Except as expressly provided in this Agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

16. NOTICES

- 16.1 A notice given to a Party under or in connection with this Agreement shall be in writing and in English and signed by or on behalf of the Party giving it.
- 16.2 Notices will be sent to:

SLLP:

[REDACTED]
[REDACTED]
[REDACTED]

RSIG:

[REDACTED]
[REDACTED]
[REDACTED]

RSI Group:

[REDACTED]
[REDACTED]
[REDACTED]

RSI, Inc:

[REDACTED]
[REDACTED]
[REDACTED]

16.3 Notices may be given and will be deemed received:

- (a) by hand: on receipt of a signature at the time of delivery;
- (b) by pre-paid first class recorded signed for post: at 9.00 am on the 2nd (second) Business Day after posting; and
- (c) by facsimile: on receipt of a transmission report from the correct number confirming uninterrupted and error-free transmission; and
- (d) by email.

16.4 A Party may change any of its details given in clause 16.2 by giving not less than 5 Business Days' notice to the other Parties.

16.5 This clause 16 does not apply to the service of any proceedings or other documents in any legal action.

17. SEVERANCE

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

18. COUNTERPARTS

This Agreement may be signed in any number of separate counterparts. Each, when executed and delivered by a Party, will be an original. All counterparts will together constitute the one Agreement.

19. THIRD PARTY RIGHTS

This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

20. GOVERNING LAW AND JURISDICTION

20.1 This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

20.2 The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

Schedule 1 – Part 1

RSIG Warranties

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

3. THE RSIG ASSETS

3.1 RSIG has good and marketable title to the RSIG Assets (tangible and intangible) and is the full legal and beneficial owner of the RSIG Assets and no RSIG Asset is subject to any security interest or any assignment, equity, option, right of pre-emption, royalty, factoring arrangement, leasing or hiring agreement, hire purchase agreement, conditional sale or credit sale agreement, agreement for payment on deferred terms or any similar agreement or arrangement.

3.2 RSIG are in the possession and under the control of the RSIG Assets.

4. IPRs

4.1 RSIG warrants that:

- (a) it is the sole legal and beneficial owner of, and owns all the rights and interests in, the Intellectual Property Rights which form part of the RSIG Assets;
- (b) it has not licensed or assigned any of the Intellectual Property Rights which form part of the RSIG Assets;
- (c) the Intellectual Property Rights which form part of the RSIG Assets are free from any security interest, option, mortgage, charge or lien;
- (d) it is unaware of any infringement or likely infringement of any of the Intellectual Property Rights which form part of the RSIG Assets;
- (e) so far as it is aware, all the Intellectual Property Rights which form part of the RSIG Assets are valid and subsisting and there are and have been no claims, challenges,

disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the Intellectual Property Rights which form part of the RSIG Assets, and there is nothing that might prevent any application proceeding to grant;

- (f) so far as it is aware, exploitation of the Intellectual Property Rights which form part of the RSIG Assets will not infringe the rights of any third party;
- (g) for each of the applications and registrations of registrable Intellectual Property Rights which form part of the RSIG Assets, it is properly registered as the applicant or registered proprietor, and all application, registration and renewal fees have been paid; and
- (h) all previous assignments of the applications and registrations of registrable Intellectual Property Rights which form part of the RSIG Assets are valid and were registered within applicable time limits.

5. WELL DATABASE

5.1 RSIG owns all Intellectual Property Rights in the Well Database.

Schedule 1 – Part 2

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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Schedule 1 – Part 3

[REDACTED]

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Schedule 2

Assets

| | |
|-------------------------|------------|
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| 6. Patents & Trademarks | Appendix 6 |
| [REDACTED] | [REDACTED] |

IN WITNESS WHEREOF this Agreement together with the Schedule hereto are executed at as follows:

Executed as a deed by SLLP 206 LIMITED

acting by GILES WHITE, a Director

at LONDON

on 18 DECEMBER, 2018

before the following witness:-



Witness



SLLP 206 LIMITED

KRUSHAAL PATEL
OPERATIONS OFFICE

Name

.....

Address

112 JERMYN STREET
LONDON
SW1Y 6LS


Executed as a deed by RSI GEOSCIENCE LIMITED

acting by Harvek Rockwell, a Director

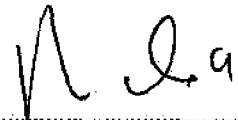
at LONDON

on 18 December, 2018

before the following witness:-



Witness



RSI GEOSCIENCE LIMITED

KRUSHAAL PATEL
OPERATIONS OFFICE

Name

.....

Address

112 JERMYN STREET
LONDON
SW1Y 6LS

Executed as a deed by **ROCK SOLID IMAGES US GROUP, INC**

acting by STEPHEN MAH, an authorised signatory

who, in accordance with the laws of its place of incorporation, is acting under the authority of the company at LONDON

on 18 DECEMBER, 2018

before the following witness:-

[Signature]

Witness

[Signature]

ROCK SOLID IMAGES US GROUP, INC

KRUSHAAL PATEL
OPERATIONS OFFICER

Name

112 JERMYN STREET
LONDON
SW1Y 0LS

Address

Subscribed by us, the said **ROCK SOLID IMAGES, INC**

acting by STEPHEN MAH, an authorised signatory

who, in accordance with the laws of its place of incorporation, is acting under the authority of the company at LONDON

on 18 DECEMBER, 2018

before the following witness:-

[Signature]

Witness

[Signature]

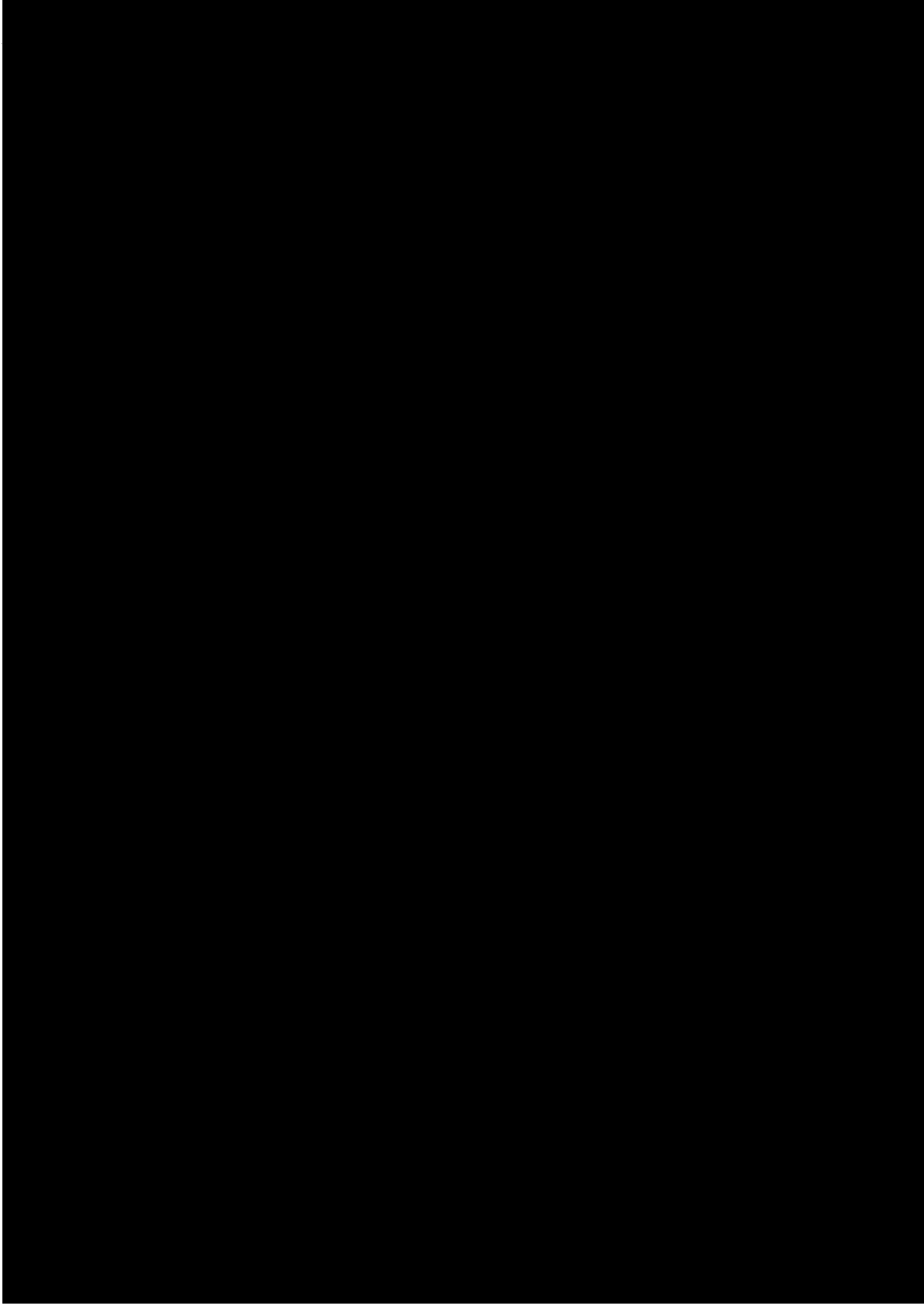
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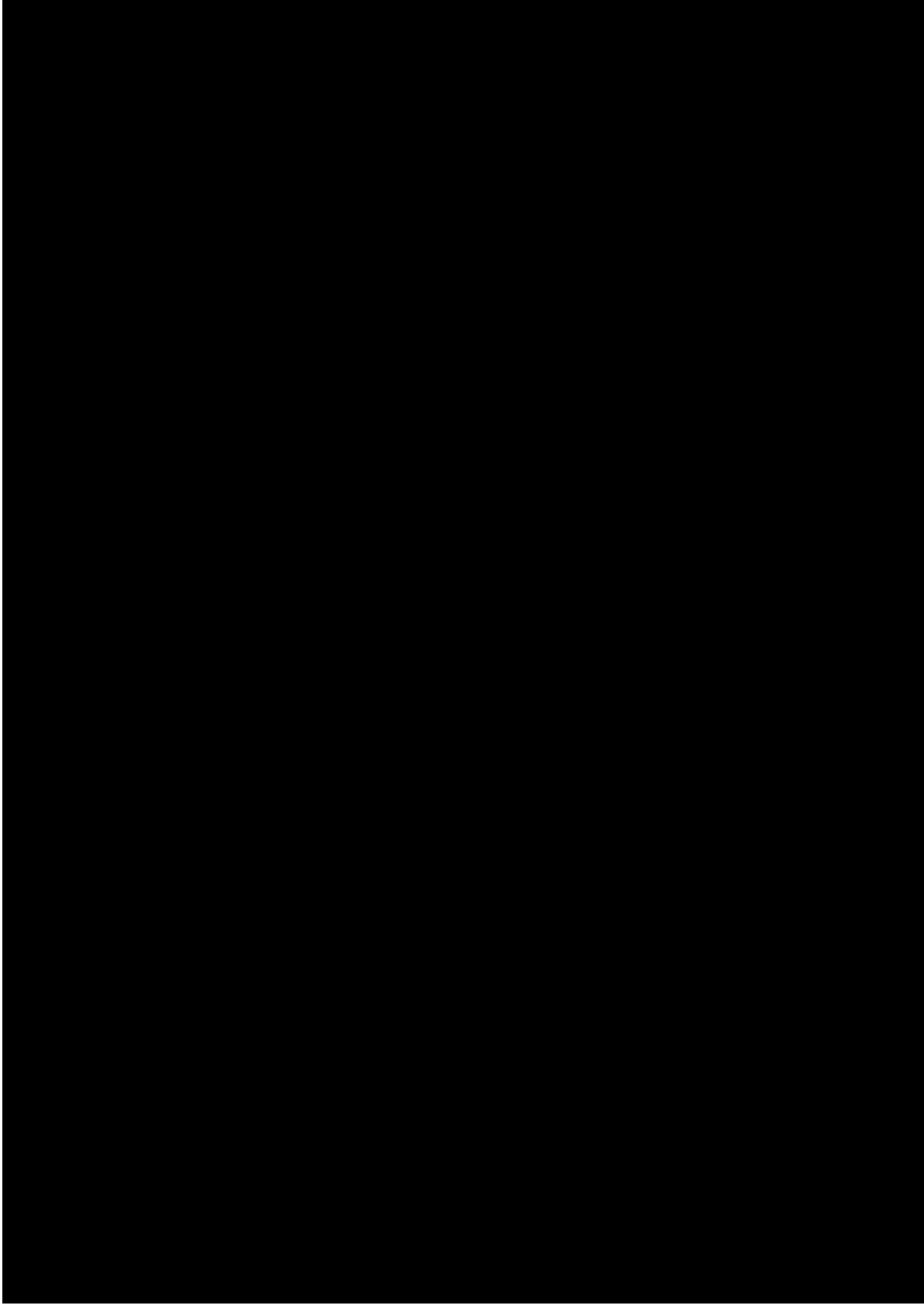
KRUSHAAL PATEL
OPERATIONS OFFICER

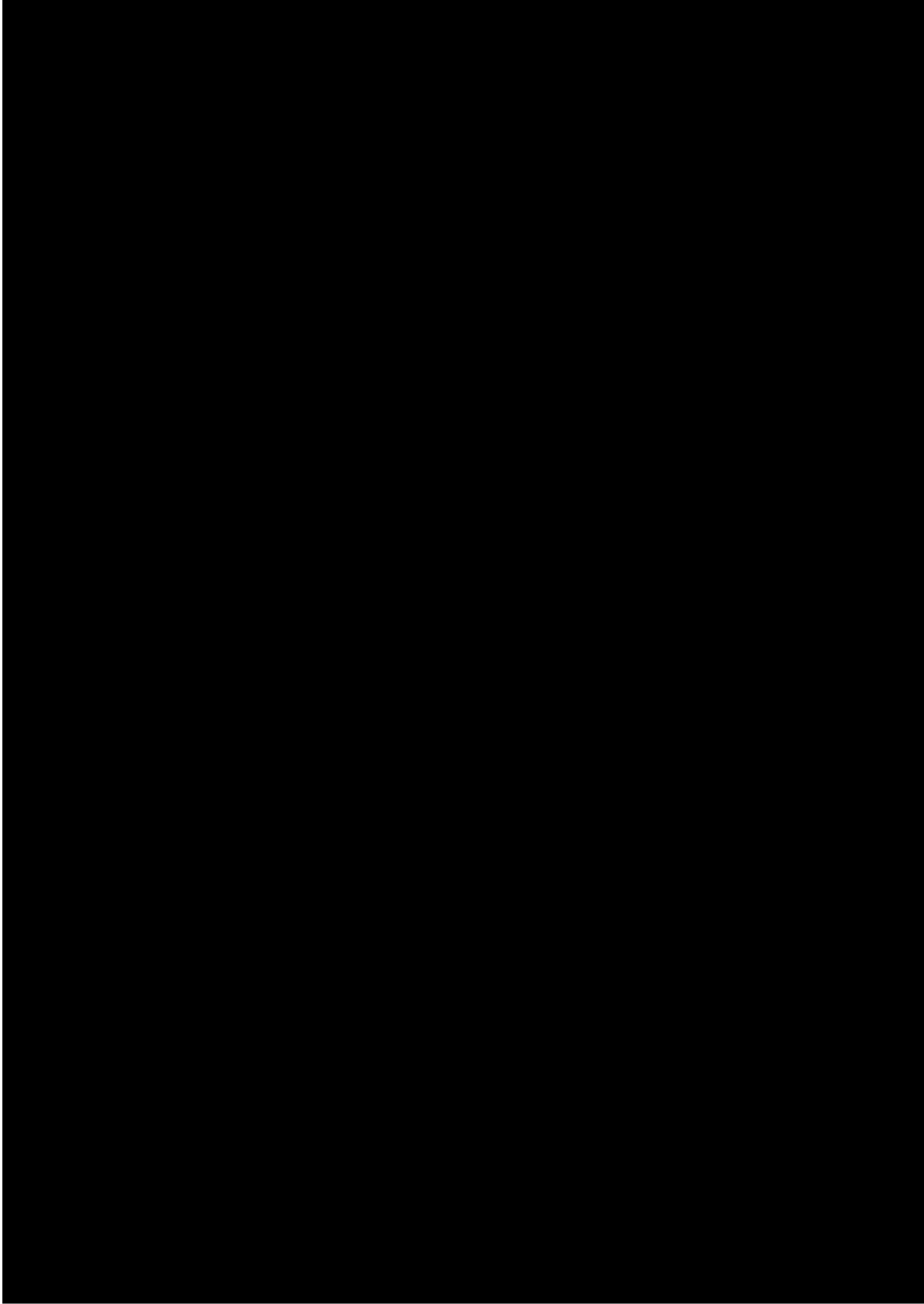
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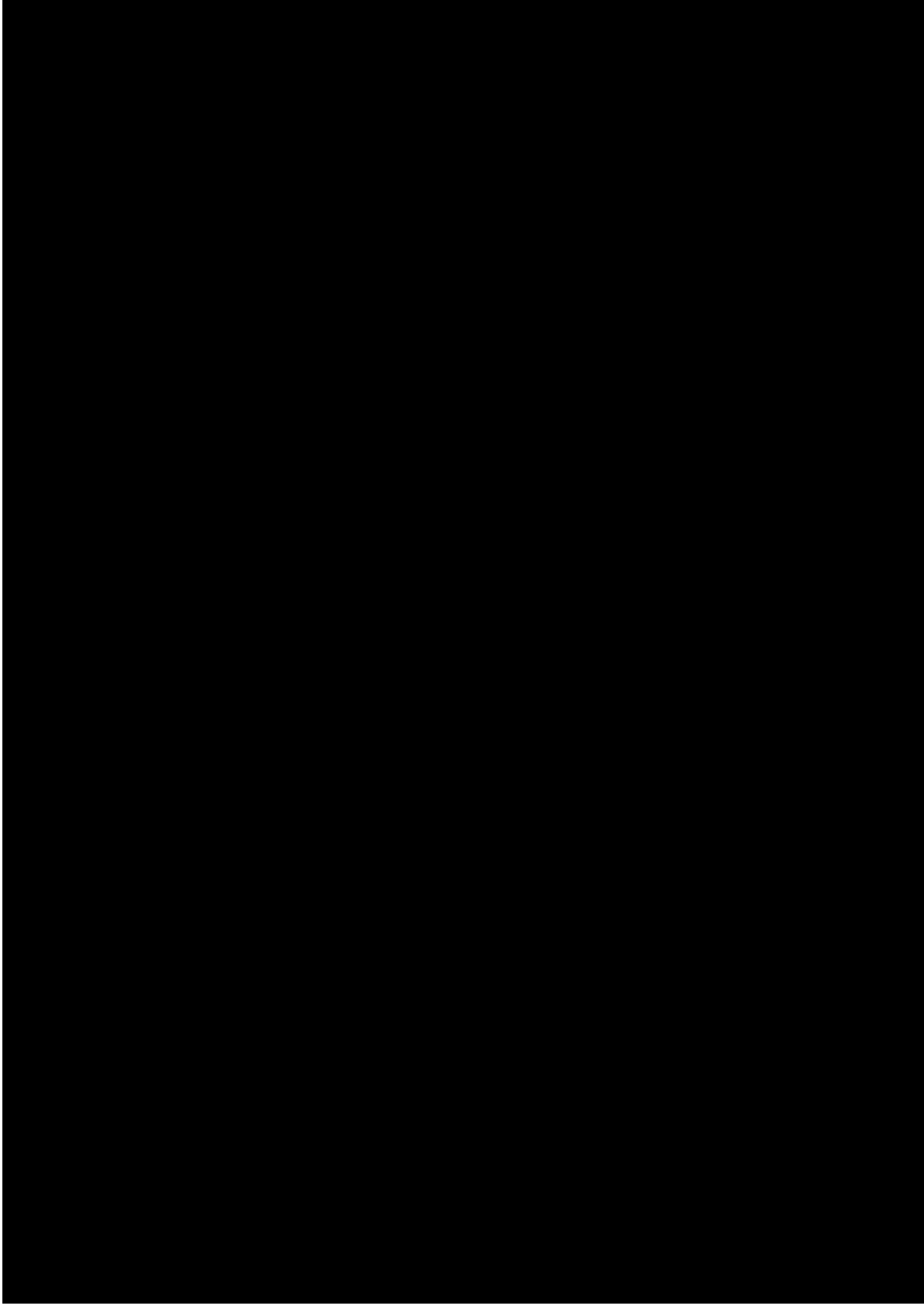
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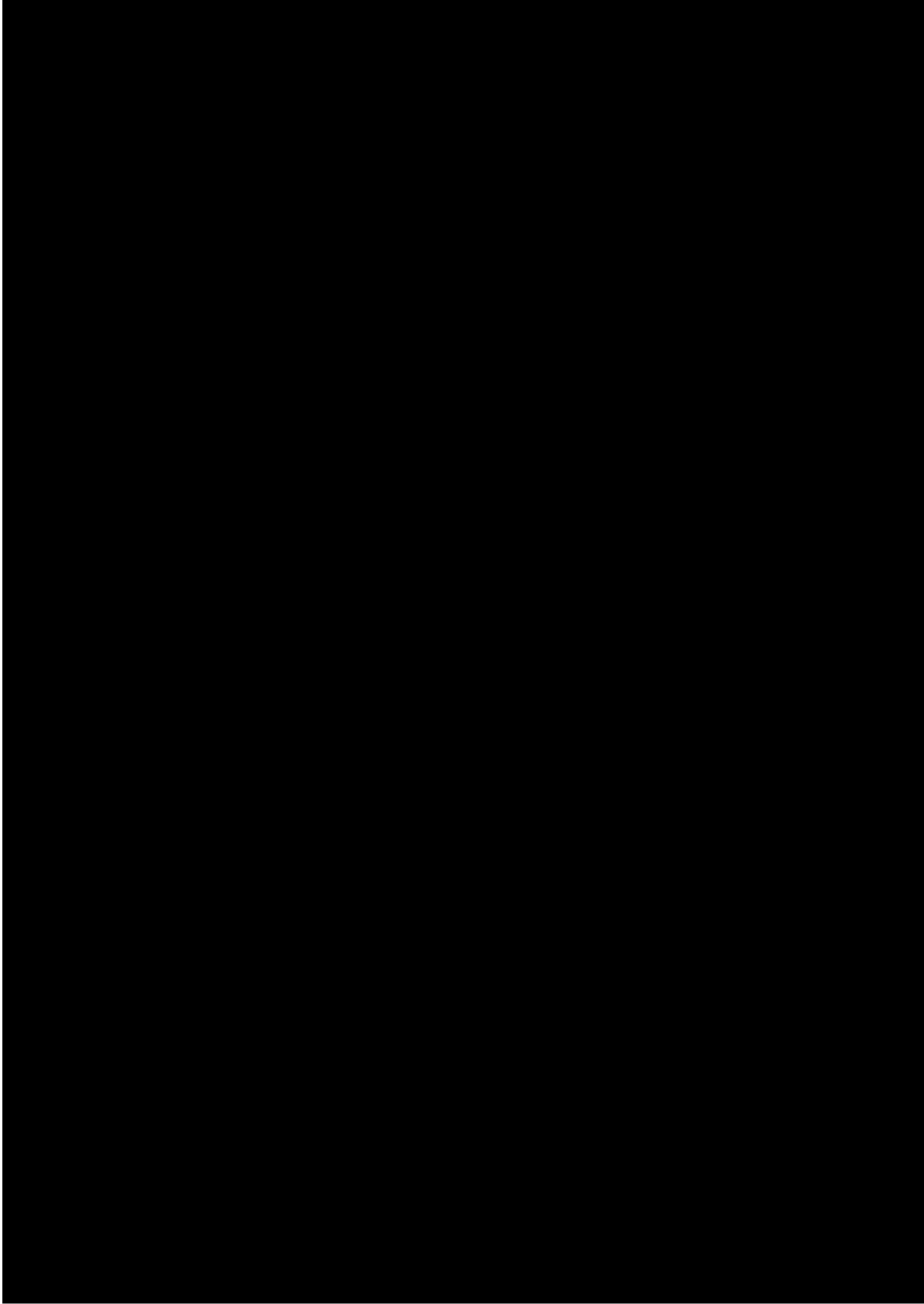
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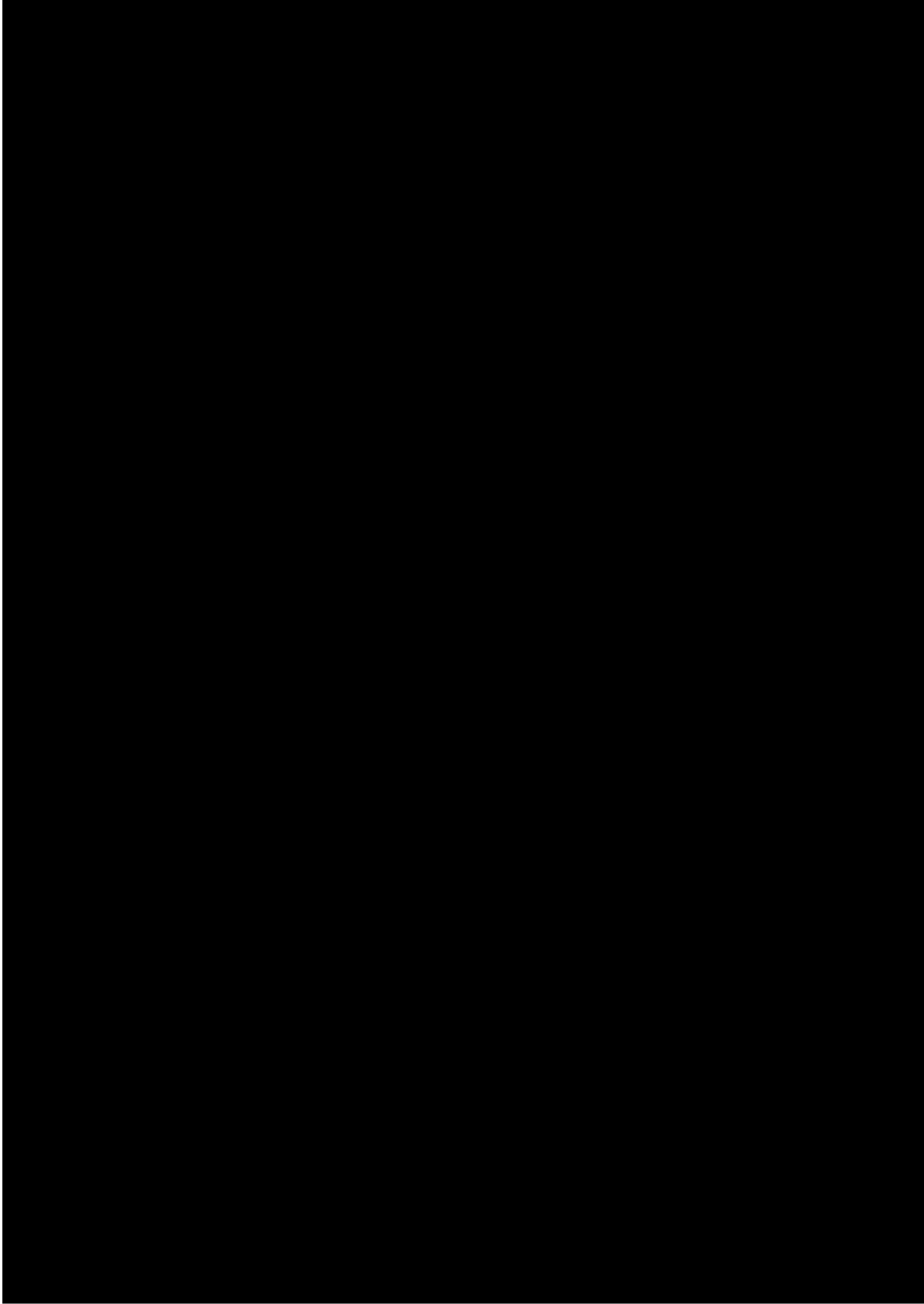


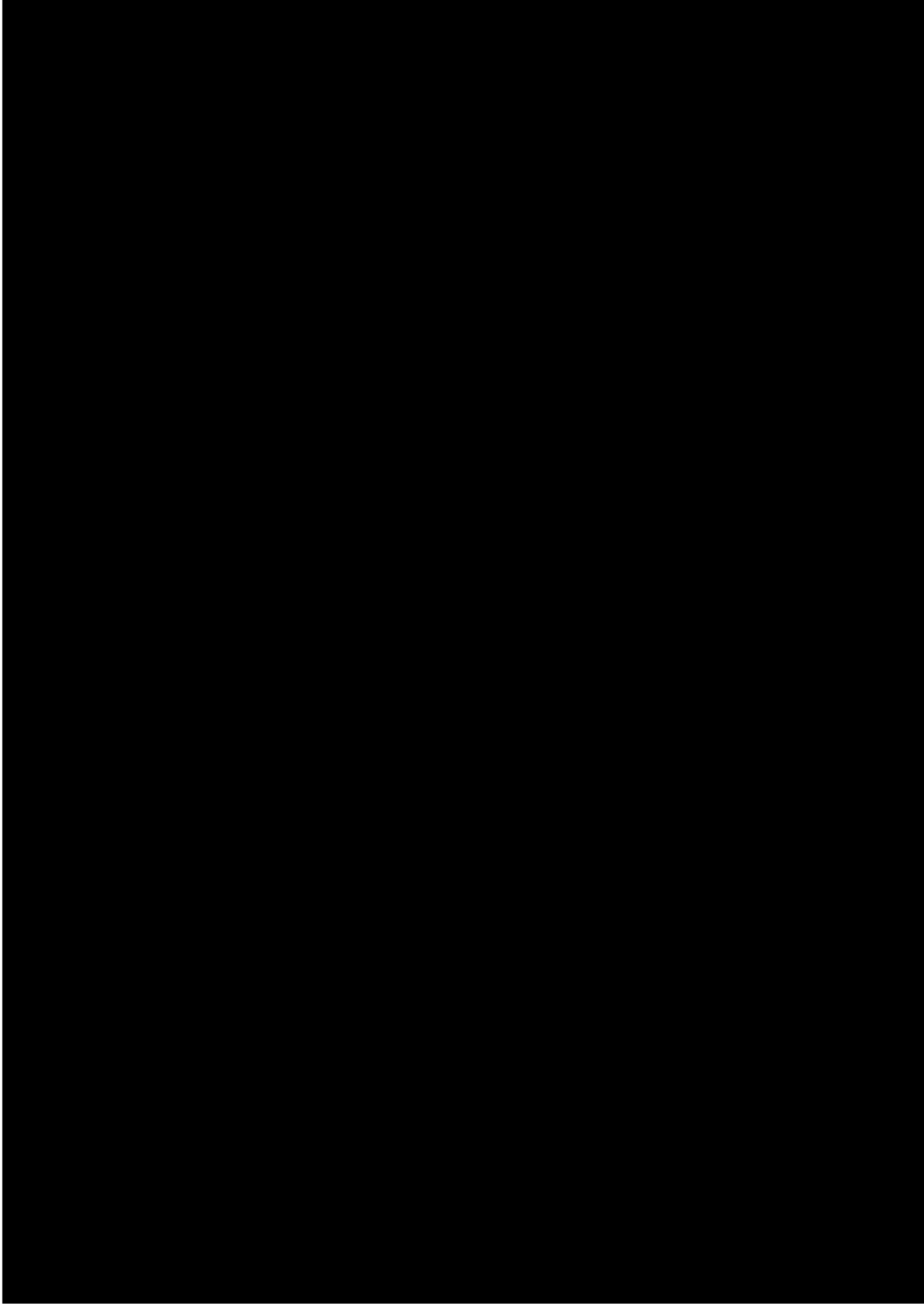


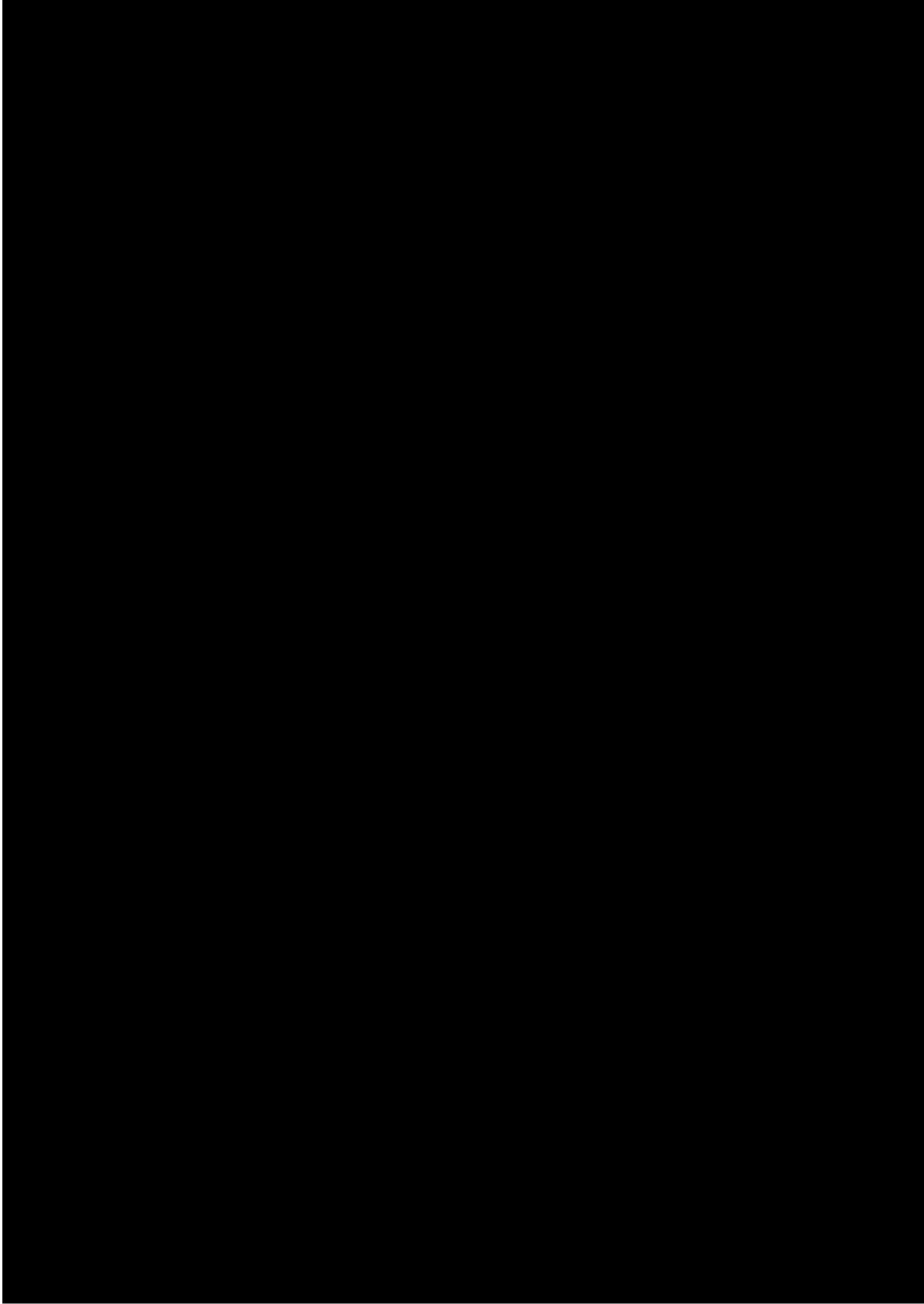


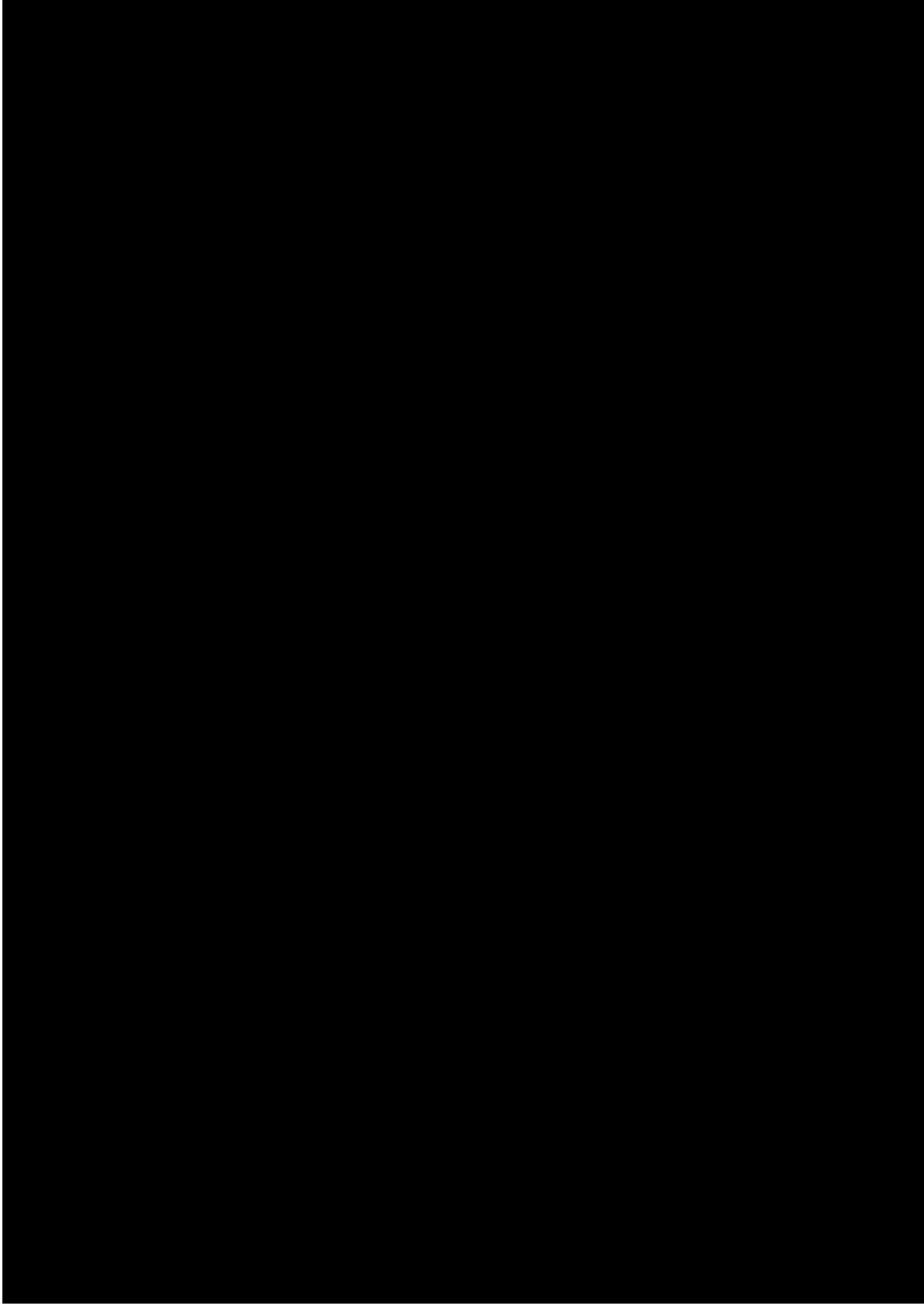


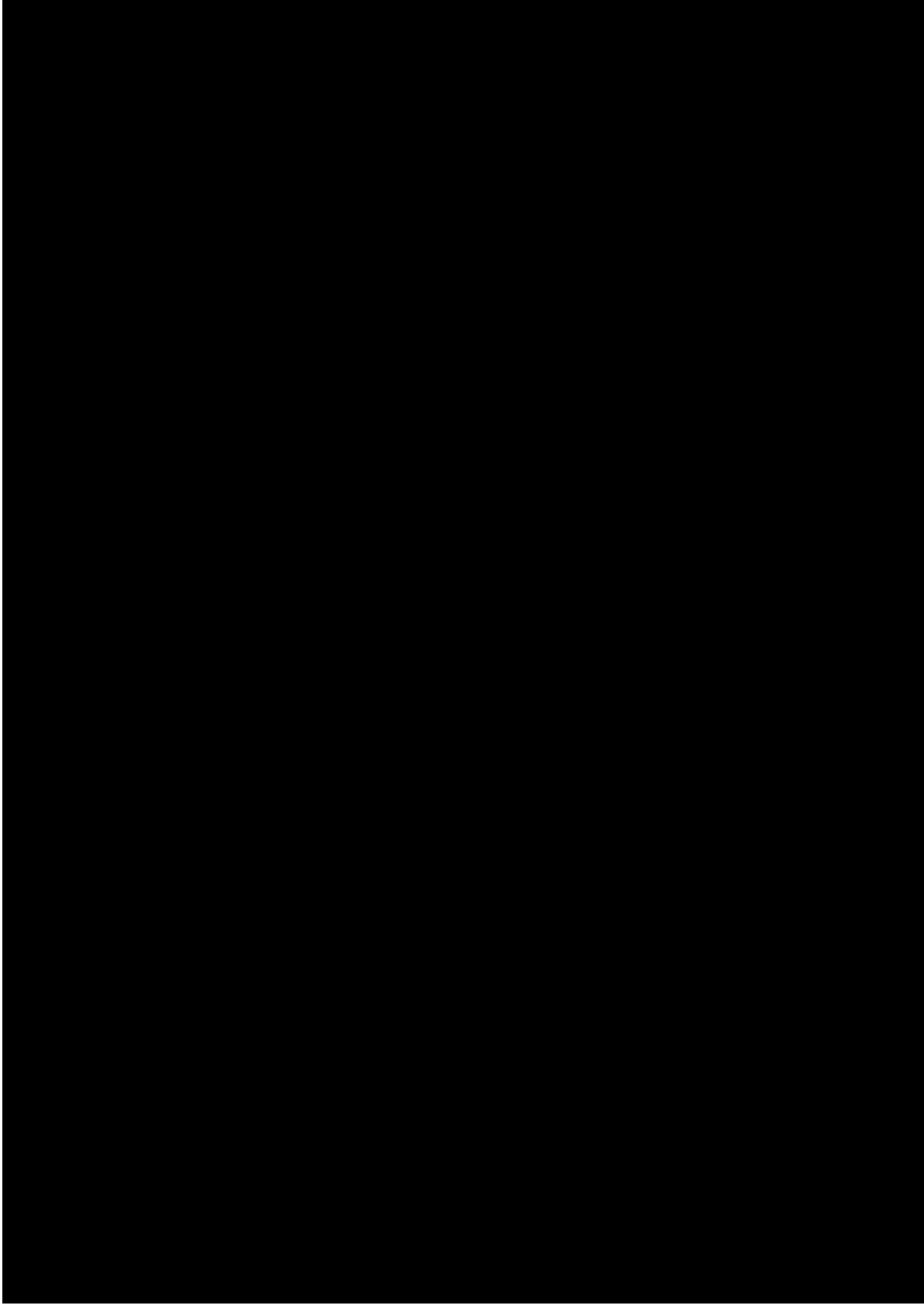


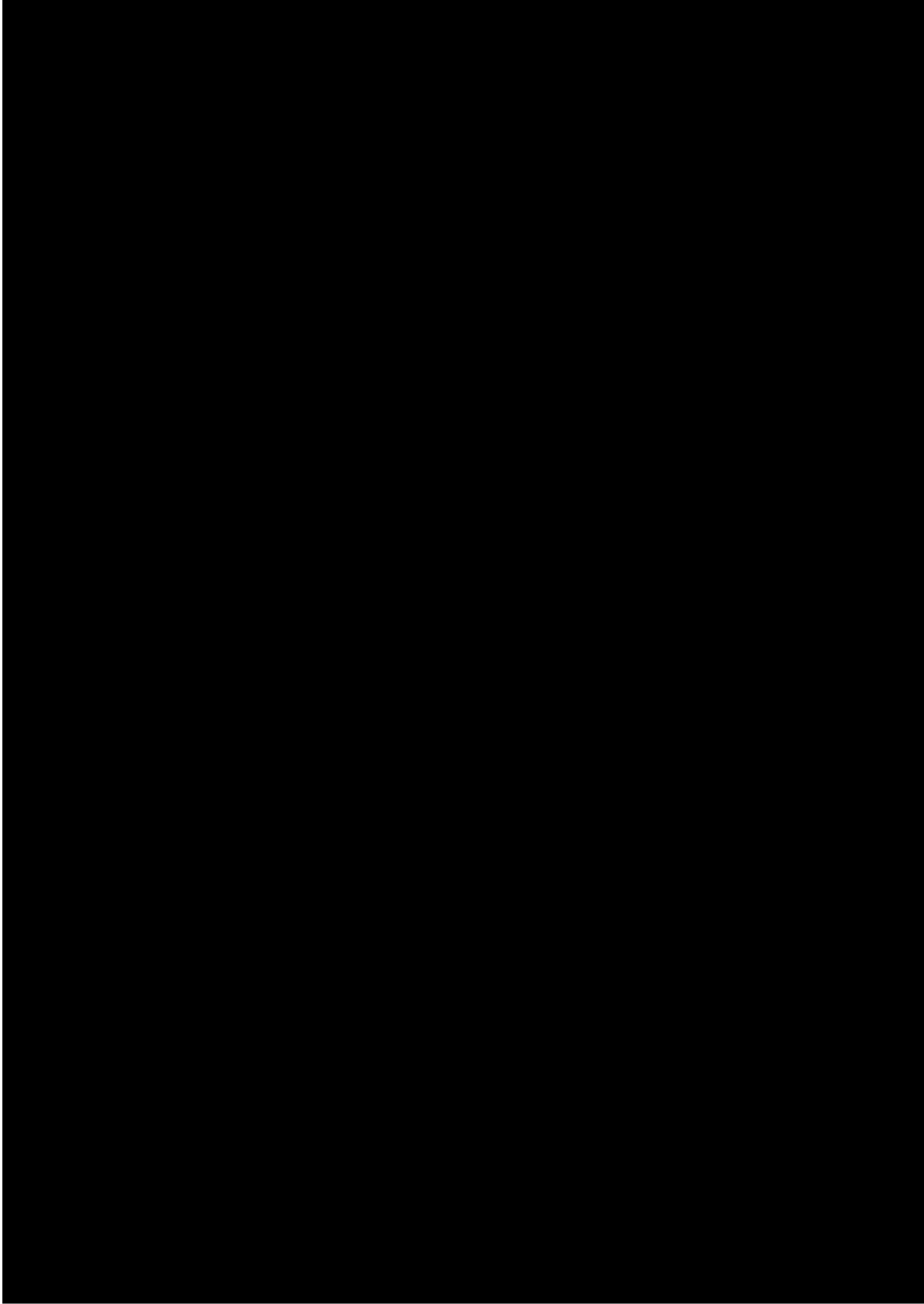


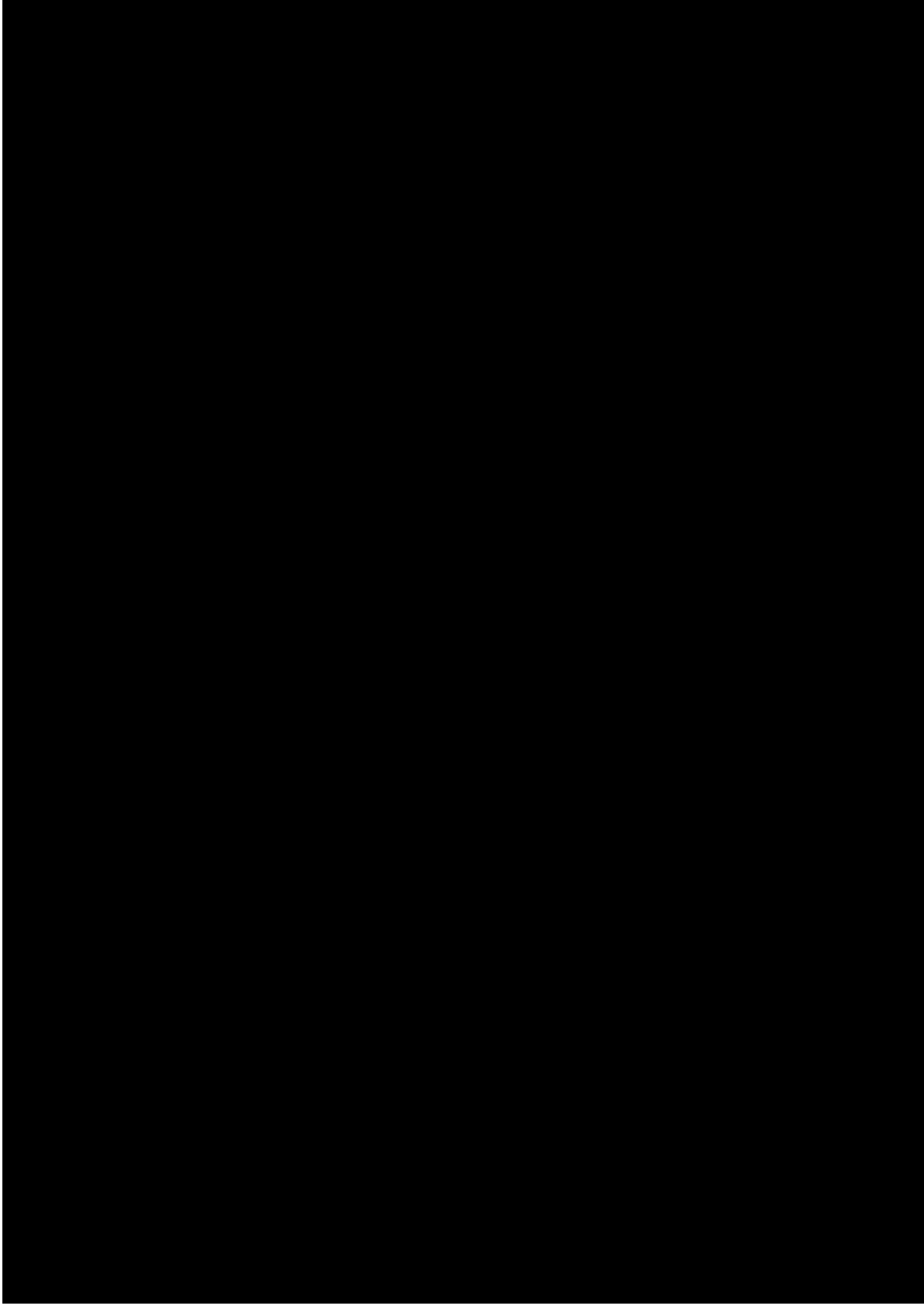


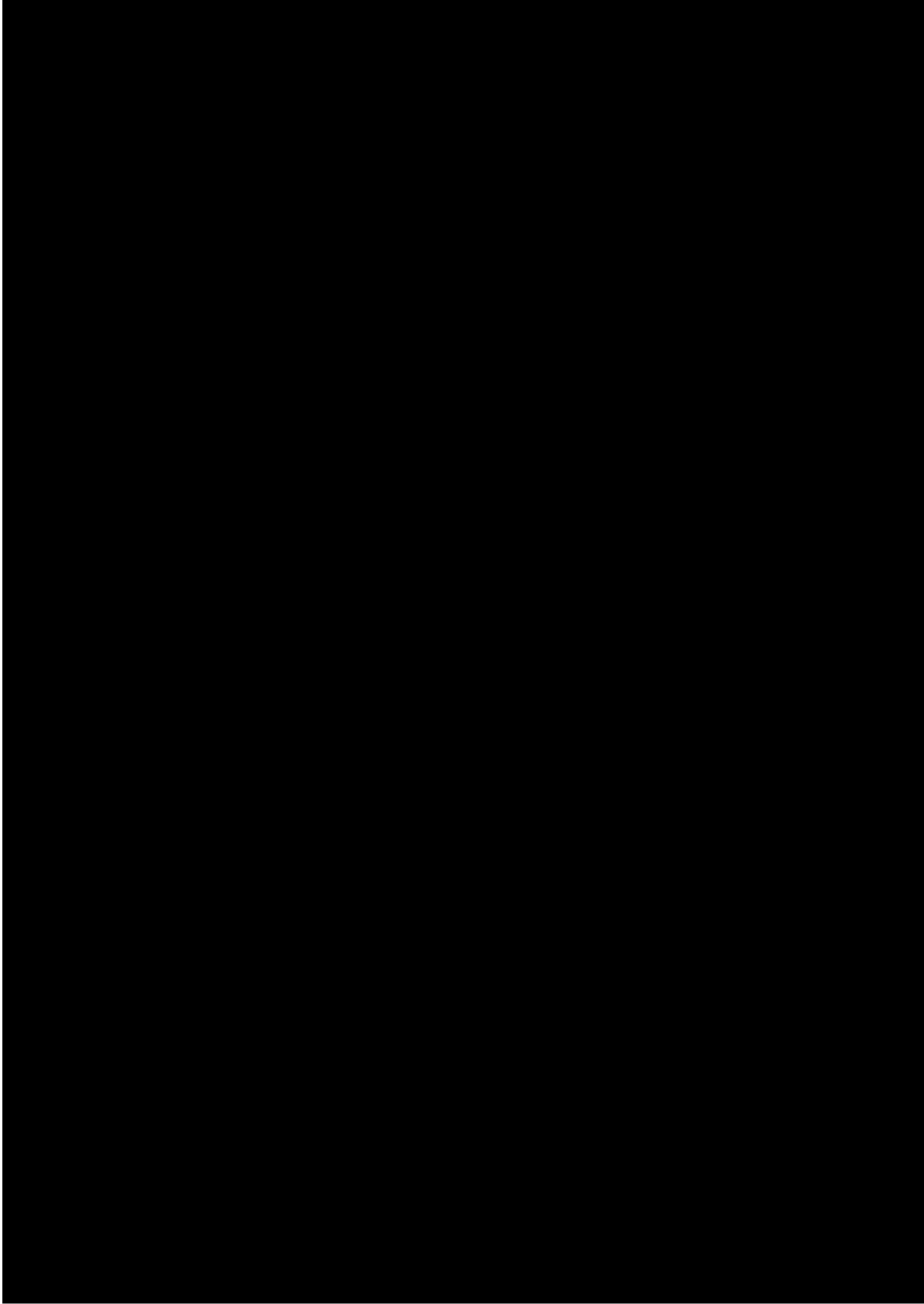


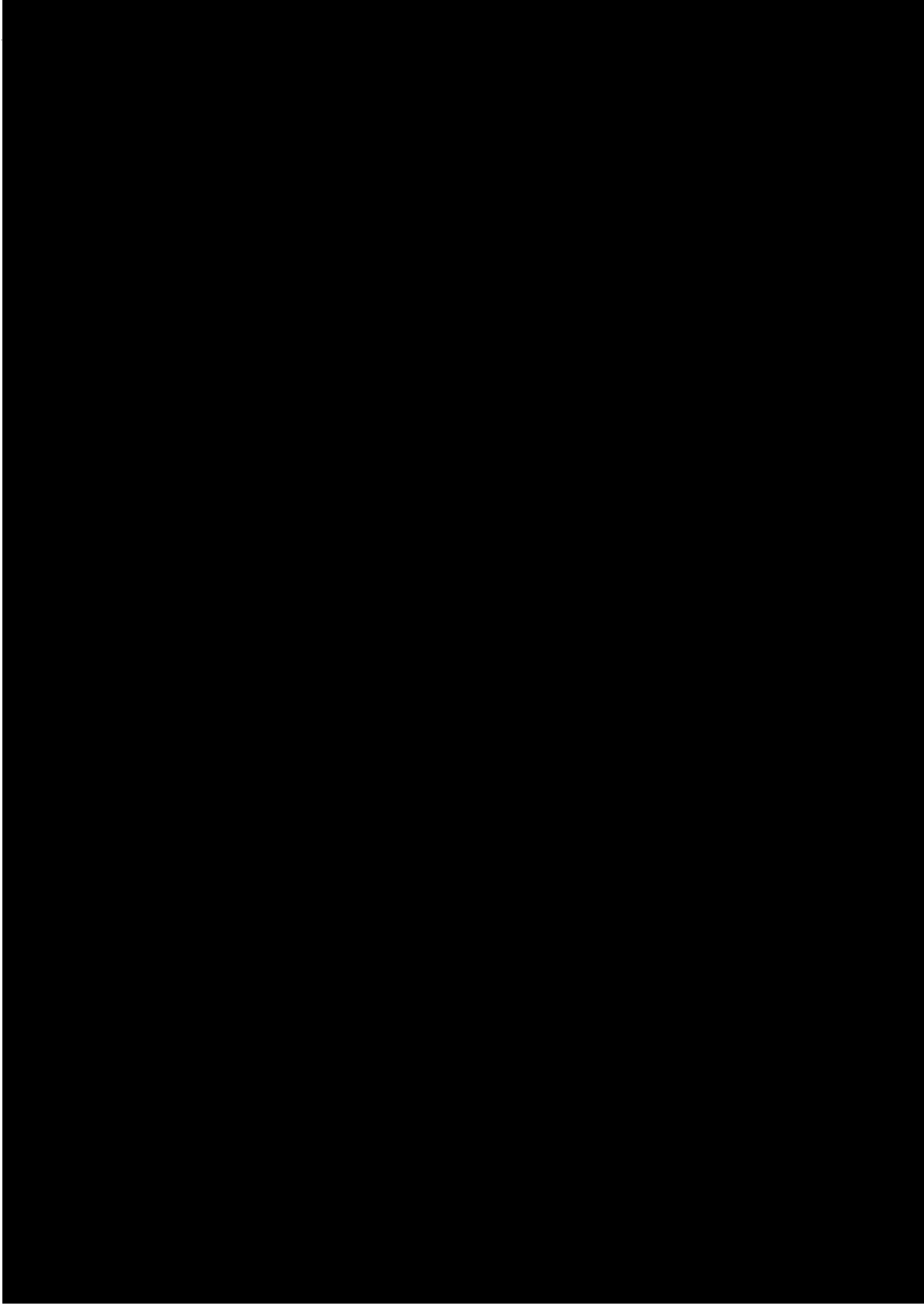


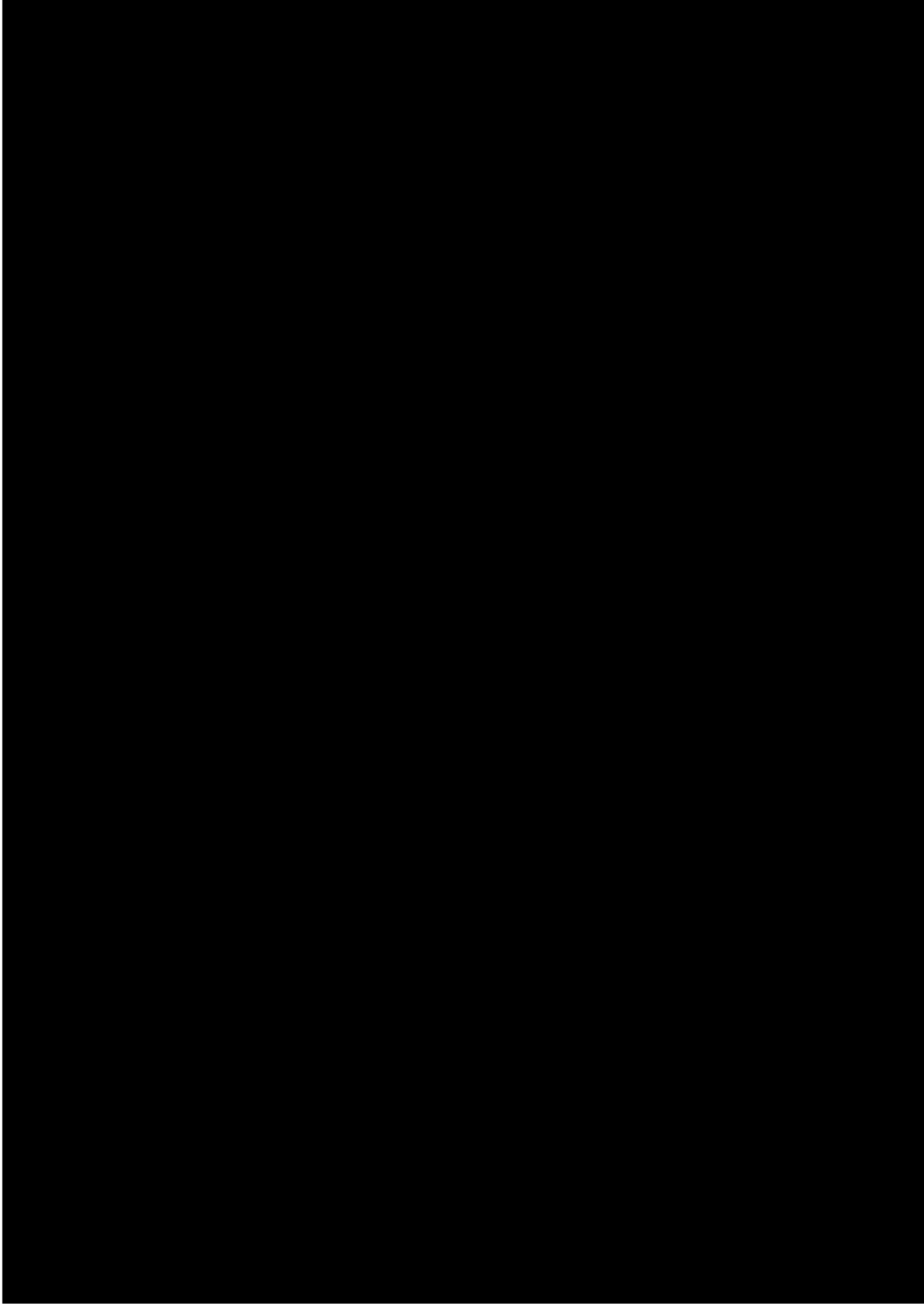


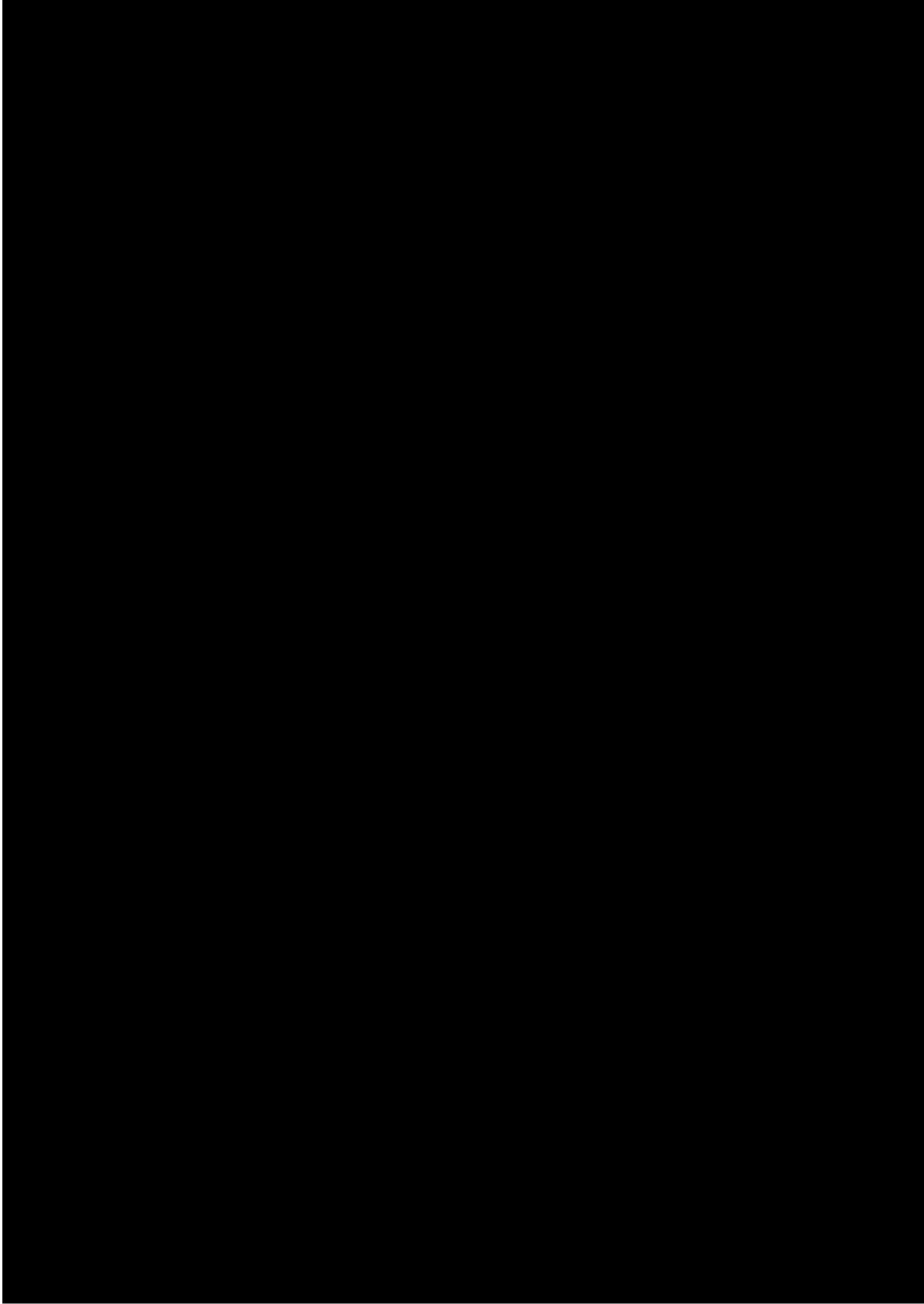


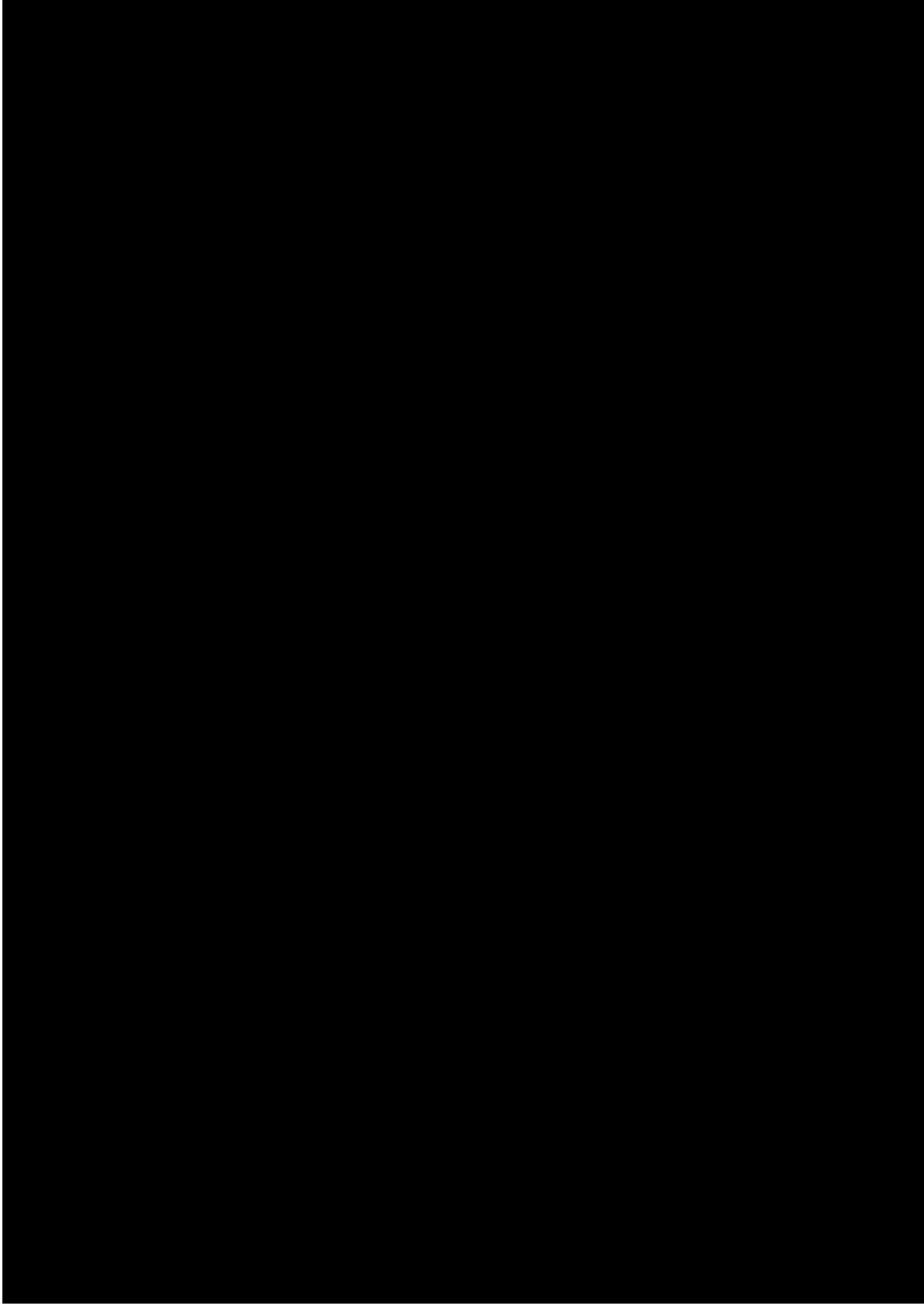


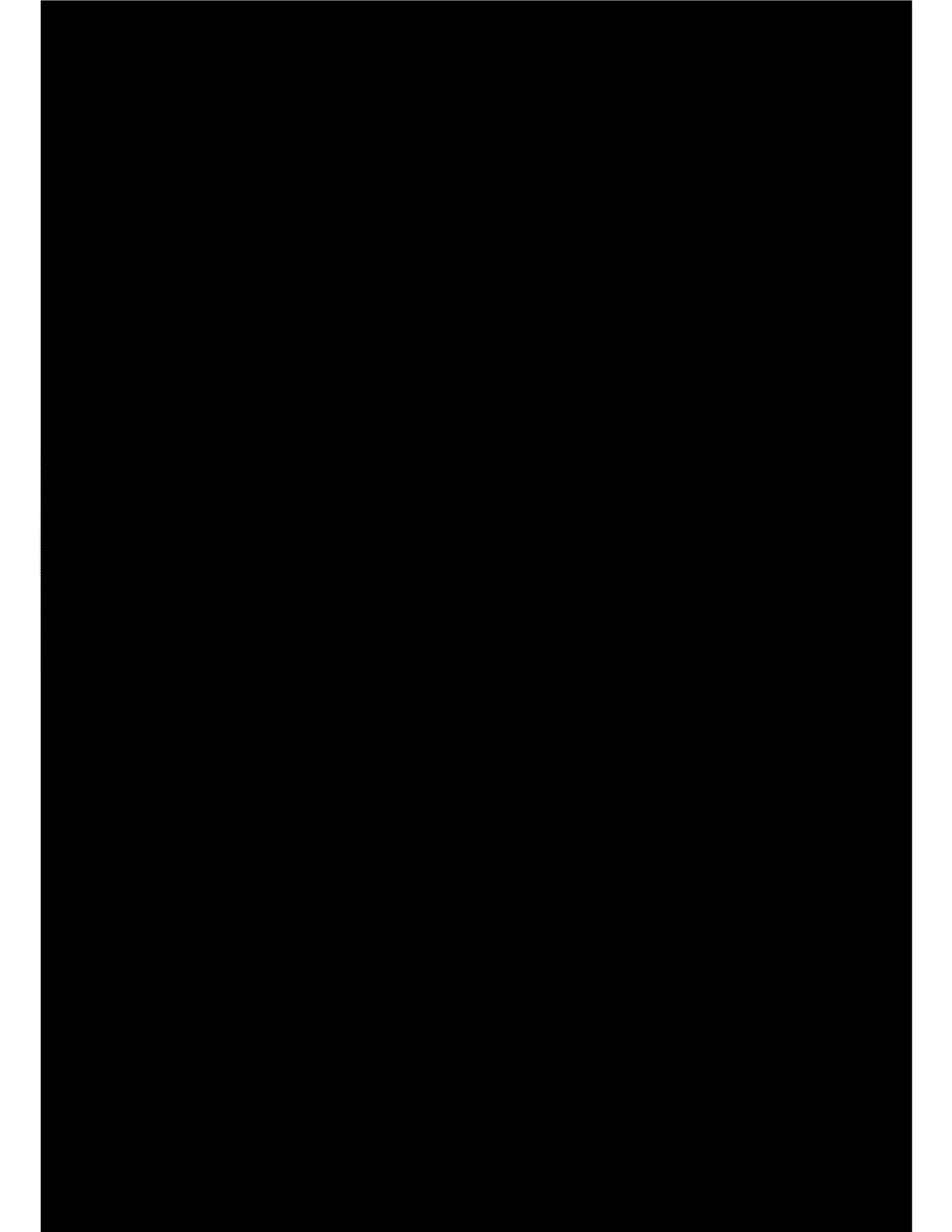


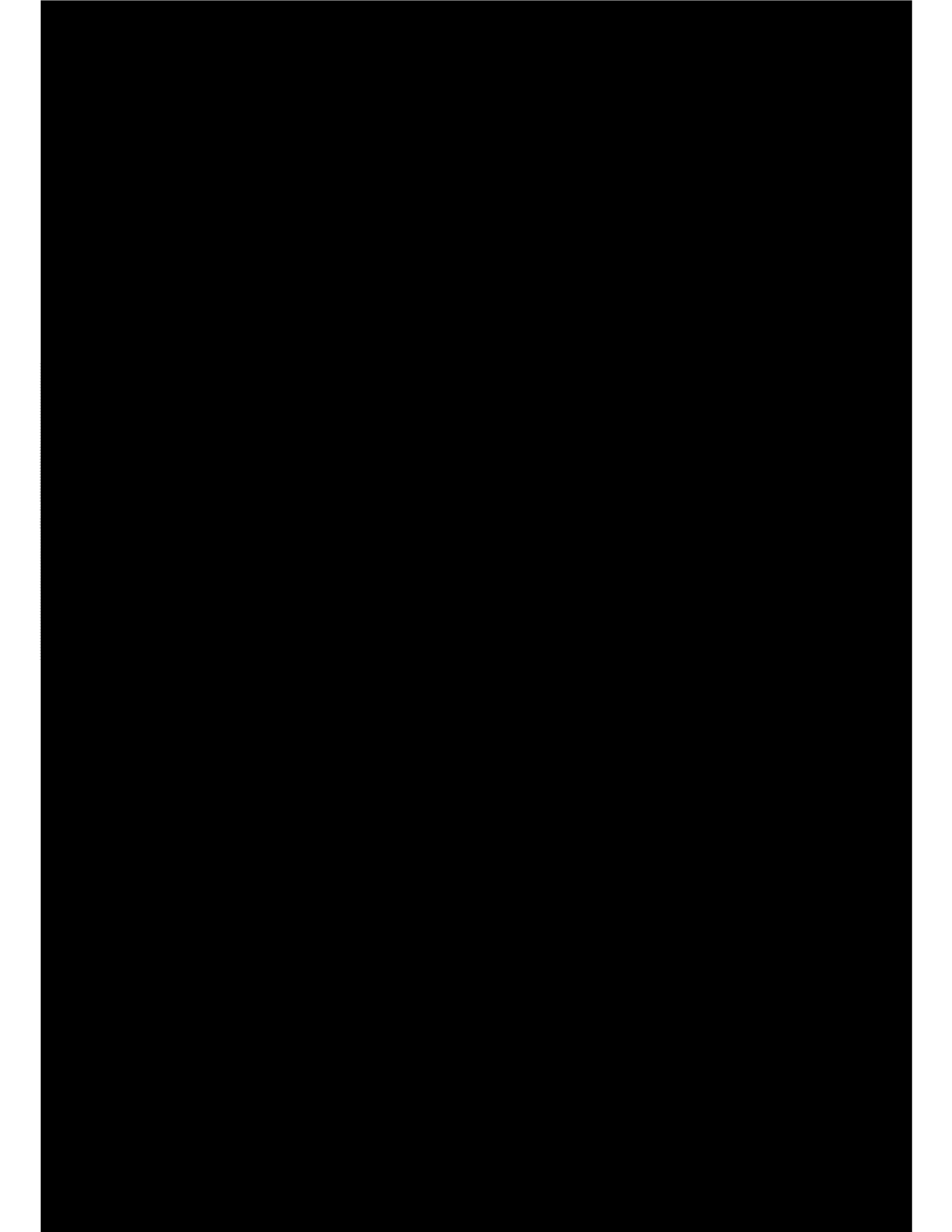












RSI registered and pending trademarks

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| Trademark | Registration date | Registration number | Class | Renewal date |
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| IMOSS | 03-Jan-06 | 3037832 | 9 (Goods) | 03-Jan-26 |
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| Trademark | Registration date | Registration number | Class | Renewal date |
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