

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM682553

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SCHLUMBERGER TECHNOLOGY CORPORATION		02/26/2021	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	GENVIA		
Street Address:	10620 avenue Joseph Lazare		
City:	Béziers CEDEX		
State/Country:	FRANCE		
Postal Code:	94535		
Entity Type:	Société Par Actions Simplifiée (Sas): FRANCE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90003378	GENVIA	
Serial Number:	90389960	GENVIA	
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:	6503520514		
Email:	SVtmdocket@reedsmith.com		
Correspondent Name:	Jason E. Garcia		
Address Line 1:	P.O. BOX 488		
Address Line 4:	PITTSBURGH, PENNSYLVANIA 15230		
ATTORNEY DOCKET NUMBER:	392030.00003		
NAME OF SUBMITTER:	Jason E. Garcia		
SIGNATURE:	/Jason E. Garcia/		
DATE SIGNED:	10/20/2021		
Total Attachments: 9			
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DATED

February 26, 2021

ASSIGNMENT OF TRADE MARKS

between

Schlumberger Technology Corporation

and

SMCO SAS

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APPENDIX

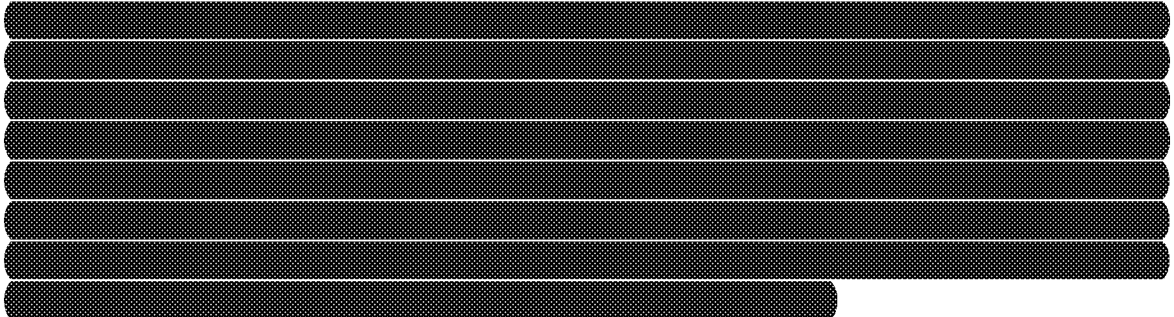
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This agreement is dated February 26th, 2021

Parties

- (1) SCHLUMBERGER TECHNOLOGY CORPORATION, a company incorporated under the laws of The United States of America, Texas, whose registered office is Capitol Corporate Services, Inc., 206 E 9th St, Ste 1300, Austin TX 78701-4411, United States and main office is at 300 Schlumberger Drive, MD 23, Sugar Land TX 77478, United States, represented by Jessica Marish-Jarl, Vice President (**Assignor**)
- (2) SMCO, a “société par actions simplifiée”, a French law company, with the registration number 891 925 968 RCS Grenoble, with a registered office at 17 avenue des Martyrs Bâtiment B, 38054, Grenoble, Cedex, represented by Florence Lambert, President, hereinafter referred to as the “GENVIA” (**Assignee**)

BACKGROUND

- (A) 
- (B) The investment structure has been created with the corporate name SMCO; this name will change after the Closing. On March 1st, 2021, SMCO official name will become Genvia and registered office will move to Plaine Saint Pierre, CS 620, 34 535 Béziers, France (the campus owned by Cameron France, a Schlumberger Company).
- (C) The Assignor is the proprietor of the Trade Marks (as defined below).
- (D) The Assignor has agreed to assign the Trade Marks to the Assignee on the terms set out in this agreement.

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Business Day: a day other than a Saturday, Sunday or official public holiday in France.

Trade Marks: the registered trade marks, the applications and the unregistered trade marks short particulars of which are set out in the Schedule 0.

Investment Agreement: the agreement setting up the funding conditions of the SMCO [REDACTED]
[REDACTED] signed between the parties on 28 January 2021.

Closing: has the meaning set forth in the Investment Agreement.

- 1.2 Clause, Appendix and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 The Appendices 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 Appendices.
- 1.4 References to clauses and Appendices are to the clauses and Appendices of this agreement.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 **Writing** or **written** includes email.
- 1.10 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.

2. Assignment

- 2.1. Pursuant to the Investment Agreement, for the consideration of [REDACTED]
[REDACTED] the Assignor hereby assigns to the Assignee all its right, title and interest in and to the Trade Marks, including:
 - (a) the absolute entitlement to any registered Trade Marks granted pursuant to any of the applications comprised in the Trade Marks; and

- (b) all statutory and common law rights attached to the Trade Marks, together with the goodwill of the business relating to the goods or services in respect of which the Trade Marks are registered or used; 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 (including passing off) arising from ownership, of any of the Trade Marks whether occurring before, on or after the date of this agreement.
- (d) the Assignee is the successor to the portion of the business of the applicant (ie. Assignor) to which the mark pertains.

3. Further assurance

Each party shall, at its own expense, use all reasonable efforts to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement. [REDACTED]

4. Waiver

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 preclude or restrict the further exercise of that or any other right or remedy.

5. Entire agreement

5.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

5.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

6. Amendment

No amendment of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

7. Severance

- 7.1 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.
- 7.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

8. Electronic signature

- 8.1 Each party agrees that this agreement may be signed using the electronic signature (whatever form the electronic signature takes) and that this method of signature is as conclusive of the parties' intention to be bound by this agreement as if signed by each party's manuscript signature. For the avoidance of doubt, the parties explicitly acknowledge that these electronic copies of the agreement constitute a written electronic document as per Articles 1365 and following of the French civil code and constitute an original document with the same value and same probative force as a paper document. The parties commit to not contest the receivability, enforceability or probative force based on the electronic nature of same.

9. Notices

- 9.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - (b) sent by email to the official professional address of the legal representative.
- 9.2 Any notice or communication shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address;
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the fourth (4) Business Day after posting; or
 - (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

9.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

10. Governing law

The agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of France, irrespective of its rules of conflict of law. The mandatory provisions of local law shall nonetheless apply notwithstanding the choice of French law.

11. Jurisdiction

Each party irrevocably agrees that the courts of France shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation. It is agreed by the parties that the dispute resolution rules set forth in the Investment Agreement will apply to this agreement and each party expressly consents to waive any objections or right as to the forum non convenienc, lack of personal jurisdiction or similar grounds.

12. Warranties

12.1 Assignor warrants and undertakes that the assigned Trade Mark are free from any Encumbrances, where Encumbrances shall mean (i) any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, deed of trust, title retention, security interest or other encumbrance of any kind securing, or conferring any priority of payment in respect of, any obligation of any person, including any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under applicable law, (ii) any lease, sub-lease, occupancy agreement, easement or covenant granting a right of use or occupancy to any person, (iii) any proxy, power of attorney, voting trust agreement, interest, option, right of first offer, negotiation or refusal or transfer restriction in favor of any person and (iv) any adverse claim as to title, possession or use, other than as the opposition mentioned herebelow, that would infringe Assignee's ownership right on the assigned Trade Mark.

To the fullest extent permitted by law, any warranties, conditions and other terms implied by statute or common law are excluded from this contract, except as expressly provided in this agreement.

[Redacted signature area]

[Redacted signature area] From the signature of this contract, all proceedings and risks will be to the fullest extent permitted by law transferred to the Assignee.

12.2 Assignor shall do its best efforts to enable Assignee to be the new registered owner of the Trade Marks in any country, namely providing to Assignee the relevant documents to present for recordal at the national Trademark Offices in the concerned countries where the Trade Marks are filed/registered, as requested by the Assignee from time to time.

This agreement has been entered into on the date stated at the beginning of it by electronic signature (DocuSign).

Signed by Jessica Marish-Jarl for
and on behalf of Schlumberger
Technology Corporation

DocuSigned by:
Jessica Marish-Jarl
0882382762784CA...

Signed by Florence Lambert for
and on behalf of SMCO SAS

DocuSigned by:
Florence Lambert
7127DDFF280844C...

Annex 1 Trade marks

Part 1 Registered trade marks

TRADEMARK	COUNTRY	APPL. DATE	APPL. NUMBER	STATUS	APPLICANT	NEXT RENEWAL DATE	CLASS	CLASS	CLASS
GENVIA	US	Jun 15, 2020	9003378	Allowed	Schubertger Technology Corporation		37	Construction management, construction, and installation of hydrogen production plants; remote and on-site technical consulting in the fields of construction management, construction and installation of hydrogen production plants	37
							38	Hydrogen production for energy generation	38
							42	Providing online non-downloadable software namely, software operable on computers and networked computers for assessing electronic platforms for use in design, construction, installation and management of hydrogen production plants; remote and on-site technical consulting in the field of design of hydrogen production plants; design of hydrogen production plants	42
							9	Downloadable software for the design, deployment and operation of hydrogen producing applications	9
	US	Dec 17, 2020	9085960	Pending	Schubertger Technology Corporation		11	Hydrogen generators	11
							35	Distribution and sales services featuring hydrogen generators and parts therefor	35
							40	Custom manufacturing of hydrogen generators and parts therefor	40