

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM822261

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900780459		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SERCEL HOLDING SAS		12/15/2022	Società In Accomandita Semplice (Sas): FRANCE
Sercel, Inc.		12/15/2022	Corporation: OKLAHOMA
RECEIVING PARTY DATA			
Name:	Concept Systems Ltd		
Street Address:	16 Charlotte Square		
City:	Edinburgh		
State/Country:	SCOTLAND		
Postal Code:	EH2 4DF UK		
Entity Type:	Company: SCOTLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90876321	MARLIN	
Serial Number:	90768497	MARLIN SMARTPORT	
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:	7136234844		
Email:	psdocketing@pattersonsheridan.com		
Correspondent Name:	William B. Patterson		
Address Line 1:	24 Greenway Plaza		
Address Line 4:	Houston, TEXAS 77046		
ATTORNEY DOCKET NUMBER:	IONG/T020US		
NAME OF SUBMITTER:	David Huang		
SIGNATURE:	/David Huang/		
DATE SIGNED:	07/06/2023		
Total Attachments: 3	source=Concept TM assignment agreement- executed#page1.tif		

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THIS TRADEMARK ASSIGNMENT AGREEMENT is made and is effective as of the 15 December 2022

BETWEEN:

Sercel Holding SAS a company duly incorporated and existing under the laws of France having its registered head office at 16 rue de Bel Air 44470 Carquefou France, and **Sercel, Inc.**, an Oklahoma Corporation with its business address at 17200 Park Row Houston, TX 77084-4925 USA ("together hereinafter referred to as the **Assignor**")

and

Concept Systems Ltd, a Scottish company having its business address at 16 Charlotte Square Edinburgh EH2 4DF UK (hereinafter referred to as "the **Assignee**")

Whereas, the Assignor is the co-owner with the Assignee of the entire right, title, interest and goodwill in and to the trademarks (hereinafter referred to as the "Trademarks") identified on the attached Schedule 1.

Whereas, the Assignee is desirous of obtaining all right, title, interest, and goodwill in the Trademarks and is a successor to the portion of Assignor's business to which the Trademarks pertain. That business is ongoing and existing and Assignor is agreeable to assigning the Trademarks rights along with the transfer of the said business to which the Trademarks pertain.

THE PARTIES AGREE AS FOLLOWS:

1 ASSIGNMENT

In consideration for the payment as defined in section 2 hereafter by the Assignee to the Assignor, the Assignor hereby assigns absolutely to the Assignee, free from encumbrances, all its right, title and interest in and to the Trademarks together with the goodwill of the business in which the Trademarks are used, the transfer of such Trademarks accompanying the transfer of the portion of the Assignor's business to which the Trademark pertains, and that business is ongoing and existing, and with all rights and powers arising or accrued there from including without limitation the right to apply for foreign Trademarks or other forms of protection, if any, and the right to sue for damages and other remedies in respect of any infringement of such rights and to retain any damages obtained as a result of such action.

In consequence thereof, the Assignee shall bear all costs associated with the Trademarks as of the date of signature of this Agreement.

2 CONSIDERATION

In consideration of the Trademarks assigned by the Assignor under clause 1 hereof, the Assignee agrees to pay a firm and fixed amount of one Euro (1 €) for each of the Trademarks on the date of signature of this Agreement. Such payment shall be made to the Assignor, by wire transfer, to the bank account the Assignor notifies to the Assignee.

3. WARRANTIES

The Assignor hereby represents and warrants that i) it has the legal right and authority to execute this Agreement, and to validly assign the entire interest in the Trademarks to Assignee, ii) it has not executed any other agreement that would conflict with the terms of this Agreement, nor shall it execute any such agreement in the future, and iii) that to the best of Assignor's knowledge, the Trademarks are valid and enforceable as of the date of this Agreement.

4 GENERAL

- 4.1 Severability. If at any time any part of any provision of this Agreement shall be or become invalid or unenforceable in any respect, then such provision shall be deemed to be severed from this Agreement and the remainder of the provisions of this Agreement shall remain valid and enforceable.
- 4.2 Amendments No amendment or variation of the terms of this Agreement shall be effective unless it shall be made or confirmed in a written document signed by both parties.
- 4.3 Law and Settlement of Disputes. This Agreement will be governed by and construed in accordance with the laws of France, without regard to its conflicts of law provisions. The Parties agree that the courts of Nantes (France) will have exclusive jurisdiction of any claims arising under this Agreement.

5 LEGAL FORMALITIES/FURTHER ASSURANCE

Full powers are granted to the bearer of an original of this Agreement to carry out any legal formalities and make any required recordings and registrations. At the request and expense of either party, the other party will execute and do any further document, act or thing which is reasonably necessary for more perfectly assuring or for recording at any Patent and Trademark Office or the like any rights assigned or licensed pursuant to this Agreement.

6 COSTS, TAXES AND STAMP DUTIES

Each party shall pay their own costs in relation to the preparation, negotiation and execution of this Agreement and any subsequent consent, agreement, approval or waiver hereunder or amendment hereto. The Assignee will pay all stamp duty payable in connection with the entry into and/or execution of this Agreement or payable on the underlying transaction.

7 EXECUTION

The parties have shown their acceptance of the terms of this Agreement by executing it at the end of the Schedule.

Signed by
duly authorised for and on behalf of
Sercel Holding SAS


.....
Emmanuelle DUBU

Signed by
duly authorised for and on behalf of
Sercel Inc.


.....
Emmanuelle DUBU

Signed by
duly authorised for and on behalf of
Concept Systems Ltd.


.....
Stuart DARLING

SCHEDULE 1

The Trademarks

<u>Mark Name</u>	<u>Country</u>	<u>Filing date</u>	<u>Appl. No</u>	<u>in Class</u>
MARLIN	USA	11-Aug-21	90/876,321	39, 42
Marlin SmartPort	USA	11-Jun-21	90/768,497	42