

FORM PTO-1595 1-31-92		<b>RECORDATION FORM COVER SHEET PATENTS ONLY</b>		U.S. Department of Commerce Patent and Trademark Office Attorney Docket No. 2376.0999 Attorney Customer Number: 22,852	
To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.				Mail Stop Assignment Recordation Services	
1. Name of conveying party(ies): Intelligent Inspection Corporation		2. Name and address of receiving party(ies): Name: Halliburton Energy Services, Inc.			
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Internal Address:			
3. Nature of conveyance:		Street Address: 10200 Bellaire Blvd.			
<input type="checkbox"/> Assignment	<input type="checkbox"/> Merger	City: Houston			
<input type="checkbox"/> Security Agreement	<input type="checkbox"/> Change of Name	State: Texas	Zip Code: 77072		
<input checked="" type="checkbox"/> Other: Default Judgment-Assignment and Exclusive License		Additional name(s) & Address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Execution Date: February 20, 2004					
4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application: [Type appropriate information]					
A. Patent Application Number(s):			B. Patent Number(s):		
			5,947,213 6,026,911 6,112,809		
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed:  Name: Charles E. Van Horn			6. Total number of applications and registrations involved: 3		
Internal Address: FINNEGAN, HENDERSON, FARABOW, GARRETT & DUNNER, L.L.P.			7. Total fee (37 CFR 3.41): \$120		
Street Address: 1300 I Street, N.W.			<input checked="" type="checkbox"/> Enclosed (Please charge deficiency to deposit account)		
City: Washington, D.C.			<input checked="" type="checkbox"/> Authorized to be charged to deposit account		
State: Zip: 20005-3315			8. Deposit Account No.: 06-0916		
9. Statement and signature.  To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.					
Charles E. Van Horn Reg. No. 40,266		<u>Charles E. Van Horn</u> Signature		<u>20 May 2004</u> Date	
Total number of pages including cover sheet, attachments and documents: <b>PATENT</b>					

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claim by personally delivering such documents to the Texas Secretary of State pursuant to Tex. Civ. Prac. & Rem. Code §17.044(b).

- (3) The deadline for Intelligent Inspection Corporation to file an answer was January 19, 2004. However, Intelligent Inspection Corporation has not filed an answer or otherwise entered an appearance.
- (4) Intelligent Inspection Corporation's last known address is 14 McGrath Highway, Somerville, MA 02143. Intelligent Inspection Corporation's Chairman of the Board of Directors is Dale Church, whose business address is 111 Franklin Street, Suite 305, Alexandria, Virginia 22314. Halliburton Energy Services, Inc. has served Mr. Church with a copy of the citation and cross-claim and with notice of the hearing on Halliburton Energy Services, Inc.'s motion for entry of default judgment at that address.
- (5) Halliburton Energy Services, Inc. has asked for specific performance of a contractual obligation and reasonable and necessary attorneys' fees. After notice to all parties the Court held a hearing during which Halliburton Energy Services, Inc. presented evidence in support of reasonable and necessary attorneys' fees, and the Court accepted such evidence without objection. Halliburton Energy Services, Inc. also presented evidence of Intelligent Inspection Corporation's contractual obligation to assign certain rights and interests to Halliburton Energy Services, Inc. Halliburton Energy Services, Inc.'s evidence proves:
  - a) That Intelligent Inspection Corporation entered in to an Advance Funding Agreement with Halliburton Energy Services, Inc. effective February 7, 2003;
  - b) That under the Advance Funding Agreement Halliburton Energy Services, Inc. advanced Intelligent Inspection Corporation \$150,000 at Intelligent Inspection Corporation's request;
  - c) That in exchange for such advance Intelligent Inspection Corporation agreed to either (1) deliver three completed robotic products known as MicroRigs to Halliburton Energy Services, Inc. within a certain time, or (2) repay the amount Halliburton Energy Services, Inc. advanced under the Advance Funding Agreement, or (3) convey and deliver certain rights pertaining to the MicroRigs to Halliburton Energy Services, Inc.;

- d) That Intelligent Inspection Corporation did not deliver the MicroRigs, repay the amount advanced or convey and deliver the agreed rights to Halliburton Energy Services, Inc. within the time specified in the Advance Funding Agreement;
- e) That Halliburton Energy Services, Inc. has demanded that Intelligent Inspection Corporation comply with its obligations under the Advance Funding Agreement, but Intelligent Inspection Corporation has failed to do so;
- f) That under the Advance Funding Agreement Intelligent Inspection Corporation was required to grant Halliburton Energy Services, Inc. a royalty-free, irrevocable, worldwide and exclusive license under the patents and patent applications which have been filed concerning the MicroRigs to enable Halliburton Energy Services, Inc. to manufacture the MicroRigs, and to make, use, sell and offer to sell the MicroRigs and any related robotic technology. That such patents which have been filed concerning the MicroRigs include the following United States Patents:
  - i. U.S. Patent No. 6,431,270 entitled "Downhole Tools With A Mobility Device" and issued on August 13, 2002;
  - ii. U.S. Patent No. 6,378,627 entitled "Autonomous Downhole Oilfield Tool" and issued on April 30, 2002;
  - iii. U.S. Patent No. 6,282,452 entitled "Apparatus and Method for Well Management" and issued on August 28, 2001;
  - iv. U.S. Patent No. 6,112,809 entitled "Downhole Tools With a Mobility Device" and issued on September 5, 2000;
  - v. U.S. Patent No. 6,026,911 entitled "Downhole Tools using Artificial Intelligence Based Control" and issued on February 22, 2000;
  - vi. U.S. Patent No. 5,947,213 entitled "Downhole Tools using Artificial Intelligence Based Control" and issued on September 7, 1999;

- g) That under the Advance Funding Agreement Intelligent Inspection Corporation was required to assign to Halliburton Energy Services, Inc. all of Intelligent Inspection Corporation's rights (but not its obligations) to technology and know-how pertaining to the MicroRigs and all other technology, patents, copyrights and trade secrets relating to the use of MicroRigs and related robotic technology in the energy industry which Intelligent Inspection Corporation received from IS Robotics, Inc. pursuant to the Technology Agreement between Intelligent Inspection Corporation and IR Robotics, Inc. dated November 23, 1999; that such patents and technology rights include:
- i. U.S. Patent No. 5,947,213 filed July 11, 1997 and issued on September 7, 1999;
  - ii. U.S. Patent No. 6,026,911 filed November 9, 1998 and issued on February 22, 2000;
  - iii. U.S. Patent No. 6,112,809 filed July 11, 1997 and issued on September 5, 2000;
  - iv. PCT application PCT/US97/17010, filed claiming priority to USSN 60/026,558 (9/23/96), USSN 60/032,183 (12/2/96) and USSN 08/891,531 (7/11/97), and published as WO 98/12418 on March 26, 1998;
  - v. Canadian Patent Application CA 2238334;
  - vi. European Patent Office Application EP 0862682;
  - vii. Australian Patent Application AU 4589597; and
  - viii. Any patent or patent application filed anywhere in the world (including but not limited to Australia, Europe, Canada, Brazil and Norway) related to, claiming priority to or any benefit from any of the application or patents listed above.

That Halliburton Energy Services, Inc. has complied with its contractual obligations to Intelligent Inspection Corporation, and all conditions precedent to Halliburton Energy Services, Inc.'s right to recover have occurred or have been performed.

In consideration of these findings and of the same information, materials, and arguments recited above, the Court hereby GRANTS Halliburton Energy Services, Inc.'s motion for default judgment in its entirety, and, it is therefore, hereby ADJUDGED, ORDERED, AND DECREED that:

- (1) The defendant Intelligent Inspection Corporation is in default;
- (2) All of the material allegations of Halliburton Energy Services, Inc.'s cross-claim are taken and established as true against Intelligent Inspection Corporation;
- (3) Judgment is rendered against Intelligent Inspection Corporation and in favor of Halliburton Energy Services, Inc. as follows:
  - a) By operation of law and pursuant to this judgment Halliburton Energy Services, Inc. owns a royalty-free, irrevocable, worldwide and exclusive license under the patents and patent applications which have been filed concerning the MicroRigs to enable Halliburton Energy Services, Inc. to manufacture the MicroRigs, and to make, use, sell and offer to sell the MicroRigs and any related robotic technology. This includes United States Patent Numbers: 6,431,270; 6,378,627; 6,282,452; 6,112,809; 6,026,911; and, 5,947,213. Intelligent Inspection Corporation is deemed to have made such grants and licenses to Halliburton Energy Services, Inc. on the date of this judgment without necessity of further action by the Court;
  - b) By operation of law and pursuant to this judgment Halliburton Energy Services Corporation owns, and Intelligent Inspection Corporation is deemed to have assigned to Halliburton Energy Services, Inc., all of Intelligent Inspection Corporation's rights (but not its obligations) to technology and know-how pertaining to the MicroRigs and all other technology, patents, copyrights and trade secrets relating to the use of MicroRigs and related robotic technology in the energy industry which Intelligent Inspection Corporation received from IS Robotics, Inc. pursuant to the Technology Agreement between Intelligent Inspection Corporation and IR Robotics, Inc. dated November 23, 1999. These assignments shall include United States Patent Numbers: 6,112,809; 6,026,911; and, 5,947,213; as well as PCT application

PCT/US97/17010, filed claiming priority to USSN 60/026,558 (9/23/96), USSN 60/032,183 (12/2/96) and USSN 08/891,531 (7/11/97), and published as WO 98/12418 on March 26, 1998; Canadian Patent Application CA 2238334; European Patent Office Application EP 0862682; Australian Patent Application AU 4589597; and, any patent or patent application filed anywhere in the world (including but not limited to Australia, Europe, Canada, Brazil and Norway) related to, claiming priority to or any benefit from any of the application or patents listed above.

These assignments shall encompass the claimed invention, all reissues, reexaminations, and extensions thereof; and all rights to claim priority on the basis of such applications or granted patents; and all applications for Letters Patents that may be filed for the invention in any foreign country; and all Letter Patents that may be granted on the invention in any foreign country, and all extensions, renewals, and reissues thereof; and it is herein ordered that the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on application as described above, to issue Letter Patents for all inventions cited above to Halliburton Energy Services, Inc., its successors and assigns.

Intelligent Inspection Corporation is deemed to have made such assignments to Halliburton Energy Services, Inc. on the date of this judgment without necessity of further action by the Court;

- c) Intelligent Inspection Corporation shall pay Halliburton Energy Services, Inc.'s reasonable and necessary attorneys' fees incurred herein in the amount of \$ 12,000.00;
- d) In addition to the attorneys' fees awarded above, Intelligent Inspection Corporation shall pay Halliburton Energy Services, Inc. \$ 5,000.00 in additional attorneys' fees in the event that Intelligent Inspection Corporation appeals the case to the court of appeals; plus \$ 5,000.00 in additional attorneys' fees in the event that a party appeals the case to the Texas Supreme Court; and
- e) Intelligent Inspection Corporation shall pay all costs of court spent or incurred in this case by Halliburton Energy Services, Inc.

Halliburton Energy Services, Inc. is allowed such writs and processes as may be necessary in the enforcement and collection of this judgment; and

This is a final judgment disposing of all of Halliburton Energy Services, Inc.'s claims against Intelligent Inspection Corporation. All relief not expressly granted herein denied.

SIGNED this \_\_\_\_ day of FEB 20 2004, 2004.

  
~~THE HONORABLE JUDGE JOHN T. WOOLDRIDGE~~

JOHN T. WOOLDRIDGE  
Judge, 26th District Court