

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2847755

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ITS TUBULAR SERVICES (HOLDINGS) LIMITED	04/20/2013
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	INTERNATIONAL TUBULAR SERVICES LIMITED
<b>Street Address:</b>	UNIT 5, COMMERCE CENTRE
<b>Internal Address:</b>	SOUTERHEAD ROAD, ALTENS
<b>City:</b>	ABERDEEN
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	AB123LF
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	13528178
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	7138008440
<b>Email:</b>	jkubiak@thekubiaklawfirm.com
<b>Correspondent Name:</b>	JEFFREY E. KUBIAK
<b>Address Line 1:</b>	THE KUBIAK LAW FIRM
<b>Address Line 2:</b>	13201 NORTHWEST FREEWAY, SUITE 101
<b>Address Line 4:</b>	HOUSTON, TEXAS 77040
<b>ATTORNEY DOCKET NUMBER:</b>	1407-003US
<b>NAME OF SUBMITTER:</b>	JEFFREY KUBIAK
<b>SIGNATURE:</b>	/Jeff Kubiak/
<b>DATE SIGNED:</b>	05/08/2014
<b>Total Attachments: 7</b>	
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DATED

2014

**ITS TUBULAR SERVICES (HOLDINGS) LIMITED**  
(in administration)

- and -

**THE ADMINISTRATORS**

- and -

**INTERNATIONAL TUBULAR SERVICES LIMITED**

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**ASSIGNMENT AGREEMENT**  
**HYDRAULICALLY TRIGGERED ANCHOR**

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**ALLEN & OVERY**

London

THIS DEED is made on

2014

**BETWEEN:**

- (1) **ITS TUBULAR SERVICES (HOLDINGS) LIMITED** (in administration) a company incorporated in Scotland with registration number SC246080 whose registered office is at Atria One, 144 Morrison Street, Edinburgh, Midlothian, EH3 8EX, and who formerly had a place of business at Unit 5 Commerce Centre, Souterhead Road, Alterns, Aberdeen, Scotland AB12 3LF (**Holdings**) acting by its agents the Administrators (as defined below);
- (2) **IAN DAVID GREEN** of PricewaterhouseCoopers LLP, 33 Wellington St, Leeds LS1 4JP and **JOHN BRUCE CARTWRIGHT** and **GRAHAM DOUGLAS FROST** both of PricewaterhouseCoopers LLP, Atria One, 144 Morrison Street, Edinburgh, Midlothian, EH3 8EX (the **Administrators**); and
- (3) **INTERNATIONAL TUBULAR SERVICES LIMITED** a company incorporated in Scotland with registration number SC111913 whose registered office is at Unit 5 Commerce Centre, Souterhead Rd, Alterns, Aberdeen, Scotland AB12 3LF (the **Assignee**).

**WHEREAS:**

- (A) Holdings is the proprietor of the intellectual property rights set out at Schedule 2 (Intellectual Property Rights) (the **Assets**).
- (B) The Assignee has entered into the Intra Group Sale Agreement (as defined below) with Holdings and the Administrators to purchase Holdings' business including the Assets.
- (C) Holdings has agreed to assign and the Assignee has agreed to purchase the Assets on the terms set out in the Intra Group Sale Agreement and this deed on and from the Effective Date.

**IT IS AGREED** as follows:

**1. INTERPRETATION**

- 1.1 **Intra Group Sale Agreement** means the asset transfer agreement between Holdings, the Administrators and the Assignee dated 20 April 2013.
- 1.2 The provisions of this deed shall have effect on and from the date on which this deed is signed by each party (the **Effective Date**).

**2. ASSIGNMENT**

- 2.1 For good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, Holdings hereby assigns absolutely subject to the terms of Clause 3.1 and Schedule 1 (Exclusions) (which shall apply as if set out in full in this Clause) to the Assignee all the rights, powers, interests and benefits in the Assets which would, but for the Intra Group Sale Agreement and this deed, subsist in favour of or be exercisable by Holdings on and after the Effective Date.
- 2.2 Holdings, on and from the Effective Date:
  - (a) agrees that the Assignee shall be entitled to all records relating to the application, registration, maintenance and defence of the Assets, including those held by its patent attorneys and shall, upon request, notify any patent attorneys thereof; and

- (b) authorises and requests the issuing authority to issue any and all United States or foreign patents granted on the Assets or improvements to the Assignee.

**3. GENERAL**

- 3.1 The provisions of clause 17 (Further Assurance) of the Intra Group Sale Agreement apply as if set out in full in this deed.
- 3.2 The clauses of this deed are enforceable independently of each other clause of this deed and the validity and enforceability of any clause of this deed will not be affected by the invalidity or unenforceability of any other clause.
- 3.3 This deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

**4. LAW AND JURISDICTION**

This deed, and any non-contractual obligations arising out of or in connection with this deed, shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English Courts.

This deed has been executed and delivered on the date stated at the beginning of this deed.

## SCHEDULE 1

### EXCLUSIONS ETC.

1. The interest in the Assets which Holdings sells and the Assignee buys is such right, title and interest as Holdings may have as at the Effective Date and references to the Assets shall mean such right, title and interest.
2. All representations, warranties and conditions, express or implied, and whether statutory or otherwise, are expressly excluded upon, and in relation to, the sale of the Assets. Without limiting those general words of exclusion, there are excluded in particular warranties and conditions as to title, quiet possession, satisfactory quality, fitness for any particular, or any, purpose and as to description, either in relation to the Assets or any Asset the use of which by the Assignee may be permitted hereunder provided that nothing in this Schedule shall limit or exclude any liability for fraud.
3. The Assets are sold in their present state, condition and whereabouts and subject to all faults and to any extant lien, distraint, execution or detention, or claims or licences of third parties over them or in respect of their use (the cost of discharging or compromising any or all of which shall be for the account of the Assignee). Neither Holdings nor the Administrators shall be liable for any loss, damage, expense or injury of any kind whatsoever, consequential or otherwise, arising out of or due to or caused by any defect or deficiencies of any sort in the Assets.
4. The provisions of this Schedule shall continue notwithstanding the Administrators ceasing to act and shall operate as waivers of any claims in tort and restitution as well as under the law of contract.
5. These exclusions shall be in addition to, and not in substitution for, any right of indemnity or relief otherwise available to Holdings or the Administrators or each of them under this agreement and shall continue after the date hereof.
6. Nothing in this agreement shall require Holdings or the Administrators to discharge in whole or in part any liability of Holdings outstanding at the time of the Administrators' appointment or which would not otherwise be payable as an administration expense.
7. Nothing in this agreement shall operate to restrict or affect in any way any right of the Administrators to cease to act as the Administrators of Holdings.
8. Nothing in this agreement shall constitute a waiver of any right of the Administrators to be indemnified or to any relief or remedy otherwise available whether under section 234 or paragraphs 21 or 34 of Schedule B1 of the Insolvency Act 1986 or otherwise.
9. The Administrators shall not incur any personal liability of any kind under, or by virtue of, this agreement, nor in relation to any related matter or claim, whether in contract, tort or restitution or by reference to any other remedy or right, in any jurisdiction or forum.
10. Without prejudice to paragraph 9 of this Schedule, the Administrators shall not be personally liable on any deed or document executed with a view to, or for the purpose of, giving effect to this agreement whether or not that deed or document so provides in its terms and the Administrators shall be entitled at any time to have any such deed or document amended so as to exclude personal liability in the terms of paragraph 9 above.

11. The Administrators are the agents of Holdings and the Administrators shall not incur any personal liability from acting in their capacity as agents, nor shall any claim arise otherwise than against Holdings.
12. Any claim against Holdings and/or against the Administrators, or any of them or their firms or their partners, employees, agents, advisers or representatives shall, in any event and in addition to the above exclusions of liability, be irrevocably waived unless made in writing by notice to the Administrators not later than twelve months after the Effective Date, the first day of such twelve month period to be the day after the Effective Date, time being of the essence in respect of that twelve month period.
13. The Administrators shall incur no personal liability by reason of acting in the name and on behalf of Holdings (in accordance with Schedule 1 to the Insolvency Act 1986 and the powers conferred by the instruments under, or pursuant to which, they were appointed).
14. For the purpose of any acknowledgements or agreements as to, or provisions of, exclusions of liability or indemnity in favour of the Administrators in this agreement, references to "the Administrators" where the context so permits shall mean and include their present and future firm or firms, partners and employees, and any legal entity or partnership using in its name "PwC" or "PricewaterhouseCoopers", any successor or merged firm and the partners, shareholders, officers and employees of any such entity or partnership.
15. Any claim of the Assignee (or any person claiming through the Assignee) against Holdings and/or the assets of Holdings shall not give rise to any right of the Assignee (or any such person claiming through it) to payment as an administration expense and any such right that might otherwise have arisen is hereby expressly waived and any such claim shall not take effect otherwise than as a claim by way of *pro rata* distribution among unsecured creditors of equal rank.
16. Any debt or liability incurred as a result of or arising out of this agreement or any related agreement, deed or document shall not be charged on or be payable out of any property (pursuant to paragraph 99(4) of Schedule B1 to the Insolvency Act 1986) which is under the custody or control of the Administrators from time to time.
17. Any debt or liability incurred as a result of or arising out of this agreement or any related agreement, deed or document shall not be payable as an expense of the administration of Holdings or be treated as or constitute an expense incurred by the Administrators in performing their functions in the administration of Holdings.

**SCHEDULE 2**

**INTELLECTUAL PROPERTY RIGHTS**

Any and all inventions which are disclosed or claimed in the utility application for United States Letters Patent entitled: **HYDRAULICALLY TRIGGERED ANCHOR** which was filed on June 20, 2012 now bearing 13/528,178 and any improvements thereof which have been or might be disclosed or claimed in a divisional, continuation, substitute, renewal, reissue, and any other related applications based off of the above-referenced application which have been or shall be filed in the United States or in foreign countries. And all original, reissued, or re-examined patents or applications which have been or shall be filed in the United States or in foreign countries on such inventions or improvements.



SIGNATORIES

EXECUTED as a DEED by:

ITS TUBULAR SERVICES (HOLDINGS) LIMITED )  
(in administration) acting by one of )

IAN DAVID GREEN, JOHN BRUCE CARTWRIGHT )  
AND GRAHAM DOUGLAS FROST )  
as its agent )  
without personal liability pursuant to )  
powers conferred by the Insolvency Act 1986 )  
in the presence of: *Anthony Thornton* )

ANTHONY THORNTON, C/O ATRIA ONE, 144 MORRISON STREET,  
EDINBURGH, EH3 8EX

EXECUTED BY BRUCE CARTWRIGHT

IAN DAVID GREEN AND JOHN BRUCE CARTWRIGHT )  
AND GRAHAM DOUGLAS FROST )  
for and on behalf of the Administrators as )  
agent without personal liability and )  
solely for the purpose of receiving )  
the benefit of the provisions of this )  
agreement in the Administrators' favour )  
in the presence of: *Anthony Thornton* )

ANTHONY THORNTON, C/O ATRIA ONE, 144 MORRISON STREET,  
EDINBURGH, EH3, 8EX

EXECUTED BY BRUCE CARTWRIGHT

for and on behalf of )  
INTERNATIONAL TUBULAR SERVICES LIMITED )