

PATENT ASSIGNMENT COVER SHEET

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| ALLAN STEWART RICHARDSON | 07/23/2014 |
| JEFFERY DAVID BLACKLOCK | 07/24/2014 |
| PETER ERNEST JAMES ROOT | 07/24/2014 |
| RECEIVING PARTY DATA | |
| Name: | WARRIOR RIG LTD. |
| Street Address: | 1515 - 28 STREET NE |
| City: | CALGARY |
| State/Country: | CANADA |
| Postal Code: | T2A 3T1 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 14800624 |
| CORRESPONDENCE DATA | |
| Fax Number: | (604)681-4081 |
| <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: | (604)669-3432 |
| Email: | GNMdocket@patentable.com |
| Correspondent Name: | OYEN WIGGS GREEN & MUTALA LLP |
| Address Line 1: | 480 - THE STATION, 601 W. CORDOVA ST. |
| Address Line 4: | VANCOUVER, CANADA V6B 1G1 |
| ATTORNEY DOCKET NUMBER: | W550 0033 |
| NAME OF SUBMITTER: | GAVIN N. MANNING REG. 36,412 |
| SIGNATURE: | /GavinNManning/ |
| DATE SIGNED: | 07/15/2015 |
| This document serves as an Oath/Declaration (37 CFR 1.63). | |
| Total Attachments: 4 | |
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| source=Assignment - to Warrior Rig (11382073x9EE5F)#page2.tif | |
| source=Assignment - to Warrior Rig (11382073x9EE5F)#page3.tif | |

ASSIGNMENT OF INVENTIONS AND RELATED PATENT RIGHTS

WHEREAS THE FOLLOWING PERSON OR PERSONS:

Allan Stewart RICHARDSON
54 N. Wooded Brook Circle
The Woodlands, Texas 77382
US

Jeffery David BLACKLOCK
2 Citadel Estates Heights N.W.
Calgary, Alberta, T3G 5E4
Canada

Peter Ernest James ROOT
1826 6th Street N.E.
Calgary, Alberta, T2E 3Z1
Canada

each, an Assignor, whose full post office address is set out above, is an inventor of certain inventions or improvements (the "Inventions") described and/or claimed in United States Patent Application No. 62/024471 filed on 15 July 2014 and entitled PIPE HANDLING APPARATUS AND METHODS (the "Application");

AND WHEREAS, Warrior Rig Ltd. (the "Assignee"), whose full post office address is 1515 - 28 Street NE, Calgary, Alberta, T2A 3T1, Canada, is entitled to own the entire worldwide right, title, and interest in and to: the Inventions, the Application, and all patents which may be granted on or as a result thereof in all countries;

In consideration of ONE (\$1.00) DOLLAR and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Assignor, confirms that the Assignee owns the Inventions and the Application, and, for greater certainty, to the full extent not done previously, does hereby, sell, assign, transfer, and set over to the Assignee the entire worldwide right, title, and interest in and to:

- the Inventions;
- the Application;
- all continuations, divisions, renewals of, or substitutes for the Application;
- the right to file counterparts to the Application in all countries and regions;
- the right to claim priority from the Application in all countries and regions;
- each and every additional application that claims any part of the Inventions;
- each and every additional application that is in any way based on or claims priority from or corresponds to the Application;
- all patents which may be granted on or as a result thereof; and
- any reissue or reissues of such patents;

the same to be held and enjoyed by the Assignee, its successors, assigns, nominees, or legal representatives, to the full end of the term or terms for which such patents respectively may be granted, reissued, or extended, as fully and entirely as the same would have been held and

enjoyed by the Assignor(s), had this Assignment, sale, and transfer not been made. If there are two or more Assignors, the sale, assignment, and transfer is made both jointly and severally.

Each Assignor hereby covenants that he or she: has full right to convey the entire interest herein assigned; has not encumbered the rights and properties transferred by this Assignment in any manner; has not executed and will not execute any agreement to transfer any rights in the Inventions and/or the Application to anyone other than the Assignee; and has not executed and will not execute any agreement that is otherwise in conflict herewith.

Each Assignor promises that he or she shall:

- each time a request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to the Inventions, the Application, and the patents in the Assignee, its successors, assigns, nominees, or legal representatives;
- each time a request is made and without undue delay execute and deliver such additional papers the Assignee considers to be necessary or desirable for use in: prosecution of the applications; interference proceedings involving the applications or patents; oppositions involving the applications or patents; applications to reissue or re-examine the patents; or filing additional applications to protect the Inventions in any country;
- communicate to the Assignee, or its nominees, all known facts respecting the Inventions, the Application, and said patents and assist in the ascertainment of facts and the production of evidence relating to the Inventions, the applications, or the patents;
- testify in any legal proceedings;
- sign all lawful papers;
- execute all disclaimers and divisional, continuing, reissue, and foreign applications;
- make all rightful oaths; and
- generally to do everything possible to aid the Assignee, its successors, assigns, nominees, and legal representatives to obtain and enforce for its or their own benefit, proper patent protection for the Inventions in all countries;

all at the expense, however, of the Assignee or its successors, assigns, nominees, or legal representatives.

Each Assignor hereby irrevocably designates and appoints the Assignee and its duly authorized officers and agents, and their successors, as his or her agents and attorneys-in-fact, to act on the Assignor(s)'s behalf and instead of the Assignor(s), to execute and file applications to patent the Inventions in all countries, and to do all other proper lawfully permitted acts to further the assignment, prosecution, and issuance of patents for the Inventions with the same legal force and effect as if executed by the Assignor(s). This power of attorney shall be deemed coupled with an interest and is irrevocable.

Each Assignor hereby authorizes and requests any official of any country or countries whose duty it is to issue patents on applications to issue to the Assignee, its successors, assigns, nominees, or legal representatives all patents for the Inventions in accordance with the terms of this Assignment.

Declarations of Assignor(s) for United States

Each Assignor hereby declares that:

1. The above-identified Application(s) was made or authorized to be made by me;
2. I believe that I am the original inventor or an original joint inventor of a claimed invention in the Application(s); and
3. I hereby acknowledge that any willful false statement made in this Declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

EXECUTED at Calgary, Alberta
(city) (province/state)

Canada, this 23 day of July, 2014.
(country) (month)

SIGNED, SEALED & DELIVERED)
by **Allan Stewart RICHARDSON**)
in the presence of:)

[Signature])
Signature of Witness)

Jeff Blacklock)
Print Witness's Name)

2 Citadelcrest heights NW)
Calgary, Alberta)
Print Witness's Address)


Engineer)
Print Witness's Occupation)

[Signature]
Allan Stewart RICHARDSON

EXECUTED at Calgary (city), Alberta (province/state)

Canada (country) this 24 day of July (month), 2014.

SIGNED, SEALED & DELIVERED)
by **Jeffery David BLACKLOCK**)
in the presence of:)


Signature of Witness)


Jeffery David BLACKLOCK)

Peter Root
Print Witness's Name)

1826 6th St NE
Calgary, Alberta, Canada, T2E 3Z1
Print Witness's Address)

Engineer
Print Witness's Occupation)

EXECUTED at Calgary (city), Alberta (province/state)

Canada (country) this 24 day of July (month), 2014.

SIGNED, SEALED & DELIVERED)
by **Peter Ernest James ROOT**)
in the presence of:)


Signature of Witness)


Peter Ernest James ROOT)

Allan Richardson
Print Witness's Name)

54 N. Wooded Brook Cir
The Woodlands TX 77382
Print Witness's Address)

Engineer
Print Witness's Occupation)