

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3487877

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
COLIN JOHNSTON	02/20/2015
PAUL SHOTTON	02/23/2015
RECEIVING PARTY DATA	
Name:	HELIX ENERGY SOLUTIONS GROUP
Street Address:	3505 W. SAM HOUSTON PARKWAY NORTH
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77043
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	14504967
PCT Number:	US1458877
CORRESPONDENCE DATA	
Fax Number:	(713)223-3717
<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:	7132261200
Email:	hipdocket@lockelord.com
Correspondent Name:	LOCKE LORD LLP
Address Line 1:	600 TRAVIS
Address Line 2:	SUITE 2800
Address Line 4:	HOUSTON, TEXAS 77002-3095
ATTORNEY DOCKET NUMBER:	0023799-520US
NAME OF SUBMITTER:	ROBERT JACKSON
SIGNATURE:	/ROBERT JACKSON/
DATE SIGNED:	08/18/2015
Total Attachments: 5	
source=520US Assignment Ex#page1.tif	
source=520US Assignment Ex#page2.tif	
source=520US Assignment Ex#page3.tif	

source=520US Assignment Ex#page4.tif

source=520US Assignment Ex#page5.tif

**ASSIGNMENT
AND/OR
RATIFICATION OF ASSIGNMENT
OF INTELLECTUAL PROPERTY**

WHEREAS, I/We, the undersigned, hereafter individually and collectively, "**Assignor**," has/have jointly invented and developed certain new and useful methods, devices, and/or systems that are disclosed, taught and/or claimed in one or more of the applications for patents listed below (hereafter, collectively, "**Application**").

Country	Application No.	Title	Inventors
US	61/885,866	LIFT FRAME SYSTEM AND METHOD OF USE	Colin JOHNSTON and Paul SHOTTON
US	14/504,967	LIFT FRAME SYSTEM AND METHOD OF USE	Colin JOHNSTON and Paul SHOTTON
WO	PCT/US14/58877	LIFT FRAME SYSTEM AND METHOD OF USE	Colin JOHNSTON and Paul SHOTTON

WHEREAS, **HELIX ENERGY SOLUTIONS GROUP, INC.**, hereafter "**Assignee**," to the extent not already transferred to **Assignee** by an existing assignment obligation from me/us or by a prior written agreement and/or other legal relationship between **Assignee** and **Assignor**, is desirous of acquiring the entire and exclusive right, title and interest in and to, and possession of: a) the **Application**; b) the subject matter disclosed, taught and/or claimed in the **Application**; and c) all tangible materials and intangible information concerning the **Application** and its subject matter, including but not limited to, copyrights, copyrighted material, know-how, proprietary information and trade secrets (hereafter, collectively, the "**Intellectual Property**").

NOW, THEREFORE, for one dollar (US \$1.00) and other good and valuable consideration, the receipt and sufficiency of which I/We hereby acknowledged, **Assignor** and **Assignee** agree as follows

1. **Ratification of Prior Assignment.** **Assignor** hereby ratifies and acknowledges my/our prior assignment to **Assignee** of the aforesaid **Intellectual Property**, and which assignment transferred the entire and exclusive right, title and interest in and to, and possession and use of, the aforesaid **Intellectual Property**, throughout the world, including without limitation, as applicable, the right to claim priority thereto, to file and prosecute applications for

patent in the name of **Assignee** and/or **Assignor**; to all related pending and future United States and foreign applications disclosing or claiming the **Intellectual Property** in whole or in part, including, without limitation, all provisional applications; non-provisional applications; divisional applications; continuation applications; continuation-in-part applications; foreign applications, including PCT applications, GCC applications and foreign national applications; renewals; reissues; reexaminations; substitutes or extensions thereof; and to all patents or other related property rights that may be issued or granted thereon anywhere in the world; and all income, royalties, damages and payments now or hereafter due or payable with respect to any patent or other right that is based on the **Intellectual Property**; and in and to all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned hereunder, as fully and entirely as the same would have been held and enjoyed by **Assignor** if the transfer and assignment had not been made.

2. **Present Assignment.** To the extent **Assignor** has not already assigned to **Assignee** all or any of the aforesaid **Intellectual Property**, **Assignor** does hereby assign, transfer and forever convey, to **Assignee**, its successors and assigns, the entire and exclusive right, title and interest in and to, and possession and use of, the aforesaid **Intellectual Property**, throughout the world, including without limitation, the right to claim priority thereto, to file and prosecute applications for patent in the name of **Assignee** and/or **Assignor**; to all related pending and future United States and foreign applications disclosing or claiming the **Intellectual Property** in whole or in part, including, without limitation, all provisional applications; non-provisional applications; divisional applications; continuation applications; continuation-in-part applications; foreign applications, including PCT applications, GCC applications and foreign national applications; renewals; reissues; reexaminations; substitutes or extensions thereof; and to all patents or other related property rights that may be issued or granted thereon anywhere in the world; and all income, royalties, damages and payments now or hereafter due or payable with respect to any patent or other right that is based on the **Intellectual Property**; and in and to all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned hereunder, as fully and entirely as the same would have been held and enjoyed by **Assignor** if this transfer and assignment had not been made.

3. **Issuance to Assignee.** **Assignor** hereby authorizes and requests the appropriate governmental official to issue any and all such United States or foreign country patent, certificate, registration, grant or related property right assigned hereunder, to **Assignee**, as the owner of the entire and exclusive right, title and interest in and to the same.

4. **Warranty of Title.** **Assignor** hereby represents, warrants and covenants that **Assignor** had and/or has the full right to convey the interest herein ratified and/or assigned; that **Assignor** has not executed and will not execute any agreement, instrument or assignment in conflict herewith, and that the rights assigned herein are not subject to any other grant, license or right, or otherwise encumbered.

5. **Further Actions.** **Assignor** hereby covenants and agrees that **Assignor** will at any time upon request make, execute and deliver without further compensation, any and all other instruments in writing, including further applications, papers, affidavits, powers of attorney,

assignments, and other documents; and do all lawful acts and things, which, in the opinion of Assignee, its successors and assigns, may in any country be required or necessary more effectively to secure to and vest in Assignee, its successors and assigns the Intellectual Property; and that Assignor will sign any applications for reissue, division, continuation, continuation-in-part, counterpart, renewal, reexamination, substitute or extension of said Application or any resulting patent or related property right. Assignor covenants and agrees that Assignor will at any time upon request communicate to the Assignee, its successors, assigns or other legal representatives any facts relating to the aforesaid Application and Intellectual Property known to him/her, and will testify as to the same in any interference, litigation, mediation, arbitration or other proceeding when requested to do so.

6. **Assignee as Attorney-in-fact.** To the extent Assignor is unavailable, unable or unwilling to execute and/or deliver any instrument described in paragraph 5, Assignor hereby appoints Assignee, and specifically appoints any officer of Assignee and the General Counsel of Assignee, as his/her limited attorney in fact for the sole and limited purpose of executing such instrument.

7. **Confidentiality.** Assignor hereby covenants and agrees to maintain as confidential all non-public aspects and details of the Intellectual Property unless and until such time as such aspects or details become publicly known through no fault of Assignor. Assignor agrees and understands that this obligation of confidentiality exists regardless of whether Assignor is employed by Assignee or not. Assignor agrees that this obligation of confidentiality is in addition to any prior obligation of confidentiality owed to another, including Assignee, concerning the Intellectual Property.

8. **No Challenge.** Assignor hereby covenants and agrees that Assignor will never challenge or aid the challenge by another of the validity or enforceability of the Intellectual Property ratified or transferred hereunder.

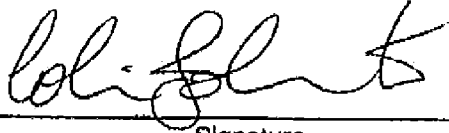
9. **Choice of Law.** Assignor hereby covenants and agrees that the laws of the State of Texas shall control the interpretation and effect of this document and without application of that state's laws concerning the conflict of law.

10. **Severability.** Assignor and Assignee hereby agree that this agreement is severable in the event one or more clauses, covenants or obligations set forth in this agreement are found to be invalid or unenforceable by a court of competent jurisdiction. Assignor and Assignee hereby agree that those clauses, covenants and obligations that are not found to be invalid or unenforceable shall be enforced as if the severed clause, covenant or obligation had never existed.

[SIGNATURE PAGES IMMEDIATELY FOLLOW]

IN WITNESS WHEREOF, Assignor and Assignee have hereunto set his/her/its hand.

ASSIGNOR



Signature

Colin Johnston

200 Emerson Street
Houston, Texas
77006

United States of America

20 FEBRUARY 2015

Date of Execution

*** NOTARIZATION IS PREFERRED, BUT
NOT REQUIRED ***

STATE OF TEXAS §

§

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day
personally appeared _____,
known to me to be the person whose name is
subscribed to the foregoing instrument, and
acknowledged to me that he executed the same for
the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this
____ day of _____, 2015.

[NOTARY STAMP]

ASSIGNOR



Signature

Paul Shotton

15 Dawson Drive
Westhill
Aberdeenshire
Scotland
AB32 6NS

United Kingdom

23 FEB 2015

Date of Execution

*** NOTARIZATION IS PREFERRED, BUT
NOT REQUIRED ***

STATE OF TEXAS §

§

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day
personally appeared _____,
known to me to be the person whose name is
subscribed to the foregoing instrument, and
acknowledged to me that he executed the same for
the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this
____ day of _____, 2015.

[NOTARY STAMP]

ASSIGNEE

Helix Energy Solutions Group, Inc.

By: Alisa Johnson
Signature

Alisa B. Johnson, EVP, General Counsel and Secretary
Name and Title

Helix Energy Solutions Group, Inc.
3505 W. Sam Houston Parkway North
Houston, TX 77043

2-23-15

Date of Execution

*** NOTARIZATION IS PREFERRED, BUT
NOT REQUIRED ***

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day
personally appeared _____,
known to me to be the person whose name is
subscribed to the foregoing instrument, and
acknowledged to me that he executed the same for
the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this
____ day of _____, 2015.

[NOTARY STAMP]