

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3843017

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MICHAEL N. SIMCOCK	01/07/2015
DAVID L. PERKINS	12/20/2013
RECEIVING PARTY DATA	
Name:	HALLIBURTON ENERGY SERVICES, INC.
Street Address:	10200 BELLAIRE BLVD.
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77072
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15031641
CORRESPONDENCE DATA	
Fax Number:	(214)200-0853
<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:	214-651-5000
Email:	ipdocketing@haynesboone.com
Correspondent Name:	HAYNES AND BOONE, LLP
Address Line 1:	2323 VICTORY AVENUE, SUITE 700
Address Line 2:	IP SECTION
Address Line 4:	DALLAS, TEXAS 75219
ATTORNEY DOCKET NUMBER:	7523.523US01
NAME OF SUBMITTER:	JADE O. LAYE
SIGNATURE:	/JADE O. LAYE/
DATE SIGNED:	04/22/2016
Total Attachments: 9	
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DECLARATION OF APPLICANT
REGARGING NON-COOPERATIVE INVENTOR

Michael N. Simcock was an employee of Halliburton Energy Services, Inc. ("Halliburton"), a corporation, doing business at 10200 Bellaire Blvd., Houston, Texas 77072, United States of America.

During the time of his employment with Halliburton, Mr. Simcock, a citizen of the United Kingdom, last known by Halliburton to reside at 230 South King Street, Columbia, South Carolina 29205, developed certain inventions as embodied in Patent Cooperation Treaty Application PCT/US2013/076635, filed on December 19, 2013, entitled "Correction of Optical Device Throughput Errors Using Integrated Computational Elements," and GCC Application 2014/28584, filed on December 18, 2014, bearing the same title.

On January 26, 2011, Mr. Simcock executed an Employment Agreement wherein he agreed to assign all inventions he authored, conceived, developed or reduced to practice during the term of his employment with Halliburton.

Despite Mr. Simcock's agreement to do so, he has refused to execute an Assignment of the above-referenced PCT and GCC Applications.

Executed and delivered this 7 day of January 20 15.

Halliburton Energy Services, Inc.: [Signature]

Name: Clive D. Menezes

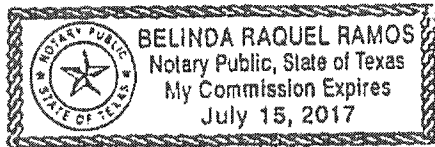
Title: Vice President and Chief Patent Counsel of Intellectual Property

REVIEWED
Legal BF
Date 1-6-15

State of Texas §
County of Harris §

BEFORE ME, the undersigned authority, personally appeared this 7 day of January 20 15, Clive D. Menezes, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he signed, sealed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

[SEAL]



Belinda Ramos
Notary Public of Texas

My Commission Expires: July 15, 2017

**INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION
AGREEMENT OF HALLIBURTON ENERGY SERVICES, INC.**

This Agreement is made by and between the Company (throughout the document "Company" means and includes Halliburton Energy Services, Inc., a Delaware corporation, and any and all subsidiaries or divisions of this corporation) and the undersigned (hereinafter referred to as "Employee"), and is effective as of the execution of this Agreement.

In consideration of Company's employment or continued employment of Employee (it being understood that such employment may be terminated at the will of the Company), Company's promise to provide (or providing) confidential information and/or specialized training to Employee during the course of his/her employment, the payment of a salary or other remuneration, and other consideration, the Parties agree as follows:

1. **DISCLOSURE OF INVENTIONS.** Employee agrees to promptly disclose in confidence to Company all ideas, discoveries, inventions, improvements, designs, original works of authorship, computer software or other electronic data, writings, developments and other valuable information (collectively referred to as "Inventions"), whether or not patentable, copyrightable or protectable as trade secrets, that relate to the Company's business or research and development and are authored, conceived, developed, or first reduced to practice or created by Employee (either solely or jointly with others) a) during the term of Employee's employment and b) and for a period of one (1) year after termination of employment, whether or not such Inventions are authored, conceived, developed or first reduced to practice in the course of his/her employment with Company.

2. **FORM OF DISCLOSURE OF INVENTIONS.** The disclosure of Inventions will include a sketch of the Invention, when possible of illustration, together with a description of the Invention, and the disclosure will bear the signature of the Employee and the date of the Employee's signature upon the disclosure. The disclosure of the Invention will be witnessed by at least one Company employee who will also sign and date the disclosure as individuals to whom the Invention has been fully disclosed.

3. **ASSIGNMENT OF INVENTIONS.** Employee agrees that all Inventions that are authored, conceived, developed, or first reduced to practice or created by Employee during the term of Employee's employment and for a period of one (1) year after termination of employment, either (a) resulting from using equipment, supplies, facilities, or trade secrets of the Company or resulting from work performed by Employee for the Company or (b) relating to the Company's business or current or anticipated research and development, are the sole and exclusive property of the Company, and such Inventions are hereby irrevocably assigned by Employee to the Company. The Employee acknowledges that the assignment of Employee's entire right, title and interest in and to any and all such Inventions to the Company is deemed effective upon the conception, development, first reduction to practice, or creation of the Invention by Employee. The Employee agrees, without further consideration and upon request by the Company, to assist and cooperate with the Company by executing any and all documents, and by performing any and all lawful acts, necessary to document the assignment to the Company of the Employee's right, title and interest in and to any and all such Inventions.

4. **WORKS.** In the performance of his/her duties as an employee of Halliburton, the undersigned may develop or assist in the development of computer programs or other works of authorship as defined in the Copyright Act of 1976, 17 U.S.C. Section 102 (hereinafter referred to as "WORK"). Any original work of authorship fixed in any tangible medium of expression which the undersigned creates as a Company employee shall be considered a work made for hire pursuant to the copyright laws of the United States. Upon completion of any WORK, Halliburton shall have the sole and exclusive right, title and interest (including trade secret and copyright interests) in such WORK. The undersigned hereby agrees to assign, and for no further consideration does assign, to Halliburton all of his/her worldwide right, title and interest in and to such WORK, including trade secret and copyright interests. The undersigned agrees to assist Halliburton and its nominee, at any time, in the


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protection of Halliburton's worldwide right, title and interest in and to any WORK and all rights of copyright therein, including, but not limited to, the execution of all formal assignment documents requested and prepared by Halliburton or its nominee and the execution of all lawful oaths and applications for registration of copyright in the United States and foreign countries.

5. ASSIGNMENT OF APPLICATIONS / REGISTRATIONS – ASSISTANCE WITH PROSECUTION AND LITIGATION. The Employee hereby assigns to the Company, its successors and assigns, all of Employee's right, title, and interest in and to all U.S. and international applications for Letters Patent and copyright registrations that are filed by Company or the Employee to protect Inventions (including WORKS) that are assigned under this Agreement, whether such applications and registrations are filed during or subsequent to the term of Employee's employment. Employee agrees, without further consideration, to assist Company during and subsequent to the term of Employee's employment in every legal way in obtaining, at Company's expense, protection for such Inventions. Employee agrees to execute any and all papers, take all lawful oaths, and do all lawful acts required in or concerning such applications, and/or divisions, continuations, extensions, or renewals thereof and any application for the reissuance or reexamination of any patents granted thereon or on such divisions, continuations or renewals of such applications. Employee will, at the expense of the Company, assist in all proper ways, as by giving testimony in the conduct of any interference proceeding or litigation which involves or concerns either (a) the priority or originality of such Inventions or (b) the validity or the scope of patents granted on such Inventions.

6. ASSIGNMENT OF APPLICATIONS / REGISTRATIONS FILED BY EMPLOYEE AFTER TERMINATION. Employee further expressly agrees that any application for Letters Patent or copyright registrations that are (a) made by the Employee within one year after the termination of Employee's period of employment with the Company and (b) cover or relate to any matters of Company business or the Company's current or anticipated research and development as of the termination date, will be presumed to cover Inventions authored, conceived, developed, or first reduced to practice or created by Employee during the term of Employee's employment within the Company, and will be subject to this Agreement.

7. AWARDS FOR INVENTIONS. The Company may make awards for Inventions from time to time, but nothing herein contained will be construed as obligating the Company to make any award for any Invention.

8. CONFIDENTIALITY. Except as required in the conduct of the Company's business or as authorized by the Company in writing, the Employee also agrees that Employee will not, during or at any time after the term of the Employee's employment by the Company, use for the Employee or others, publish, disclose, claim ownership of, communicate, divulge or send to others, access, take or email, any private or secret or confidential information, knowledge, or correspondence of the Company, its vendors, consultants, affiliates, joint ventures, or customers that is obtained as a result of the Employee's employment by Company. The Employee acknowledges and agrees that any unauthorized use or disclosure of such private, secret or confidential information would cause irreparable harm to the Company.

9. RETURN OF DOCUMENTS UPON REQUEST OR TERMINATION. The Employee further agrees that all paper and electronic copies of memoranda, notes, records, drawings, emails, correspondence, programs; literature or other documents (hereinafter referred to collectively as Documents) made or compiled by the Employee, or made available to the employee, while employed by the Company concerning any process, apparatus, material or product manufactured, used, developed, investigated, or considered by the Company, or concerning any other Company activity, is the Company's property, and that all such Documents, including all electronic and paper copies thereof, will be promptly delivered to the Company in a manner that preserves such Documents, either to the Human Resources Department or to the Employee's manager, on the termination of the Employee's employment or upon an earlier request of the Company. This Agreement does not require the Company to demand its Documents from the Employee before the Employee is required to return them when

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leaving the Company's employment. Under no circumstances following termination will the Employee possess any property of the Company or its vendors, consultants, affiliates, joint ventures, or customers, including any Documents or copies thereof containing any secret or confidential information of the Company or its vendors, consultants, affiliates, joint ventures, or customers. Prior to leaving, the Employee will cooperate with the Company by executing, at the request of the Company, a statement acknowledging the Employee's continuing obligations with respect to Documents of the Company, its vendors, consultants, affiliates, joint ventures, and customers, including obligations of confidentiality and non-use, and certifying that the Employee has not retained any confidential information or Documents of the Company or its vendors, consultants, affiliates, joint ventures, or customers.

10. TEMPORARY REMOVAL AND RETURN OF DOCUMENTS. The Employee further agrees that, if in the performance of the Employee's duties for the Company, it is necessary to temporarily remove Documents from the Company's premises, the Employee will remove only such Documents as necessary to perform such duties and will immediately return such Documents to the Company's premises upon completion of such duties and at any time upon request. Employee further agrees not to commingle such Documents with the Employee's personal records and documents. Employee agrees to maintain any back up copies of Documents at the Company's premises and not to maintain any back up copies away from the Company's premises. All Documents (including computer records, facsimile and e-mail) and materials created, received or transmitted in connection with the Employee's work or using Company facilities are presumptively Company property and subject to inspection by the Company at any time. Any computer media (e.g., disks, tapes, external thumb drives, flash drives, external hard drives, DVDs or CDs) or personally owned computers of Employee (including the contents of the computer's hard drive) on which any Company documents or information has been stored may also be reviewed by the Company to determine if they contain the Company's information or documents.

11. ACCESS TO COMPANY INFORMATION AND TRAINING. Upon the signing of this Agreement, the Company will make available to the Employee and the Employee will receive commercial and/or technical information and communications relating to the Company products, services and business activities (including but not limited to private, confidential or secret information). Employee agrees that while employed by Company and for a period of one (1) year following the date of termination of Employee's employment with Company, Employee will not, for Employee's own account or for the account of others, (a) use or disclose any Company trade secret and/or confidential information or (b) work in any position where Employee would inevitably use and/or disclose Company's trade secret or confidential information.

12. This Agreement will be governed and interpreted in accordance with the internal laws of the State of Texas, excluding that body of law governing conflicts of law. The Employee understands that in the event of a breach or threatened breach of this Agreement by the Employee the Company may suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement.

13. In the event that any provision of this Agreement is found by a court, arbitrator, or other tribunal to be illegal, invalid, or unenforceable, then such provision will not be voided, but will be enforced to the maximum extent permissible under applicable law, and the remainder of this Agreement will remain in full force and effect.

14. This Agreement will inure to the benefit of and be binding upon Company and its successors and assigns, and upon Employee and his/her heirs and legal representatives.

15. This Agreement may be modified, superseded or amended only in a writing that is signed by an authorized representative of Company and by Employee.

16. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements, commitments, or understandings with respect to such matters.

17. The Company does not wish to receive from Employee any confidential or proprietary information of any third party to whom Employee owes an obligation of confidence. Accordingly, Employee represents and warrants that any information Employee either discloses to Company or uses while employed by Company is not subject to any obligation of confidentiality to any former employer or other third party.

18. Employee agrees that while employed by Company, and during the one (1) year period immediately following the end of such employment, Employee will neither directly nor indirectly, on his/her own behalf or on behalf of any person or entity, in any capacity, recruit or hire or assist others in recruiting or hiring any person who is, or was, during the period of Employee's employment with Company, an employee or consultant of Company.

19. The Employee further declares that he/she does not now own or claim any patents, patent rights, inventions, copyrights, or trade secrets relating to business of the Company other than the following, which have not been assigned to the Company:

Executed on this _____ day of 26 Jan, 2011.

Michael Simcik
Signature of Employee

490729
Employee #

Michael Simcik
Name Typed or Printed

Halliburton Energy Services, Inc.
(completed by the Halliburton representative observing the Employee's execution of this Agreement)

By: Jessica Batt

Print Name: Jessica Batt

Title: HR Associate

Date: Jan 26, 2011

NOTARIAL CERTIFICATE

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I certify that the attached copy of a **Intellectual Property and Confidential Information Agreement of Halliburton Energy Services, Inc., dated January 26, 2011**, is a true, correct and complete copy of the original.

In witness whereof, I hereunto set my hand and official seal on this 3rd day of December 2014.



Derek L. Ceaser
(Notary)

ASSIGNMENT

WHEREAS, Michael N. Simcock (an "ASSIGNOR"), a citizen of the United Kingdom, residing at 230 South King Street, Columbia, South Carolina 29205, has developed and is the owner of certain inventions as embodied in and represented by the Intellectual Property, as defined below.

WHEREAS, David L. Perkins (an "ASSIGNOR"), a citizen of the United States of America, residing at 27 Bark Bend Place, The Woodlands, Texas 77385, has developed and is the owner of certain inventions as embodied in and represented by the Intellectual Property, as defined below.

"Intellectual Property" shall collectively mean the technology developed by ASSIGNOR and generally titled:

**Correction of Optical Device Throughput Errors Using
Integrated Computational Elements**

as well as any application related thereto, including, without limitation, the application(s):

_____ of even date filed herewith;

X filed on **December 19, 2013** and assigned application number **PCT/US2013/076635**.

WHEREAS, each ASSIGNOR is desirous of assigning all of his right in the Intellectual Property to Halliburton Energy Services, Inc. ("ASSIGNEE"), a corporation, doing business at 10200 Bellaire Blvd., Houston, Texas 77072, United States of America.

NOW, THEREFORE, subject to the terms, conditions, covenants and provisions of this Assignment, and in consideration of Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each ASSIGNOR, the parties hereto, intending legally to be bound, agree as follows:

Each ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE, its successors and assigns, said ASSIGNOR'S entire right, title, and interest in the Intellectual Property, including, without limitation, (i) all United States and foreign rights therein, whether patentable or not, and in and to aforesaid patents, patent applications and any divisions or continuations thereof, and any patents or similar registrations obtained for the Intellectual Property in the United States and foreign countries, or issuing out of said application or any such division or continuation thereof, and any reissues or extensions of any such patents and (ii) all causes of action, past, present, and future, for infringement, unfair competition or otherwise with respect to the Intellectual Property and all disclosures of ideas, whether or not patentable and all pending applications.

Each ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

Each ASSIGNOR hereby covenants that (i) he believes himself to be the original and first inventor of the subject matter of the Intellectual Property; (ii) he has the full right to convey his entire right, title and interest in said Intellectual Property, and (iii) he has not executed and will not execute any agreement in conflict herewith.

Each ASSIGNOR further covenants that he will not undertake any activity to erode or challenge the ASSIGNEE'S rights in the Intellectual Property assigned hereunder.

Each ASSIGNOR further covenants that he will, at any time, upon ASSIGNEE'S request, execute and deliver any and all papers that may be necessary or desirable to perfect the title in the Intellectual Property, or any patents that may be granted therefore, in the ASSIGNEE, its successors and assigns, and if ASSIGNEE, or its assignee, desires to make a substitute, divisional or continuation application for said Intellectual Property, or to secure a reissue or extension of any Letters Patent, to file disclaimer relating thereto, or an application for a corresponding patent in any foreign country, or undertake any other act to secure and protect the ASSIGNEE'S rights in the Intellectual Property, that he will upon request, sign all papers, make all rightful oaths, and do all lawful acts requisite for the said purposes, but at the expense of the ASSIGNEE.

Each ASSIGNOR hereby acknowledges that the entire beneficial interest in the Intellectual Property and to which the above application relates is irrevocably vested in the ASSIGNEE including the right to make the application for protection in all countries abroad and to claim priority under the International Convention for such applications and hereby assents to the making of any such applications, with or without priority claims, and of any divisional application resulting therefrom.

Each ASSIGNOR further covenants that he will at all times communicate to the ASSIGNEE, its successors, assigns or legal representatives, all facts relating to the Intellectual Property, or the history thereof, known to him, and testify as the same in interferences or other litigation, when requested so to do.

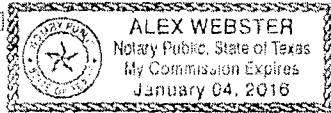
Executed and delivered this 20 day of Dec, 2013.

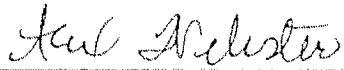
Inventor: 
David L. Perkins

State of TX §
County of Harris §

BEFORE ME, the undersigned authority, personally appeared this 20th day of December, 2013, David L. Perkins, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he signed, sealed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

[SEAL]




Notary Public Alex Webster
My Commission Expires: 1/4/2016