503833433 05/19/2016

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3880081

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
MICHAEL N. SIMCOCK	05/18/2016
DAVID L. PERKINS	04/09/2014

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
PCT Number:	US2014017178

CORRESPONDENCE DATA

Fax Number: (214)200-0853

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.

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:	7523.536
NAME OF SUBMITTER:	JADE O. LAYE
SIGNATURE:	/Jade O. Laye/
DATE SIGNED:	05/19/2016

Total Attachments: 9

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Patent / Docket No. 7523. 536 (2012-IP-060991 U1 PCT)

DECLARATION OF APPLICANT REGARDING 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 2407 Duncan Street. Columbia, South Carolina 29205, developed certain inventions as embodied the Patent Cooperation Treaty Application No. PCT/2014/017178, filed on February 19, 2014, entitled "Integrated Computational Element Designed for Multi-Characteristic Detection."

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 application.

Executed and delivered this	<u>/</u> 9 day of <u>/</u> 1/4 <u>/</u> 2016.
Halliburton Energy Services, Inc.:	Name: Clive D. Menezes Title: Vice President and Chief Patent Counsel
State of TUGS	§ 8
County of Harris	\$ \$
, 2016, Clin subscribed to the foregoing instru	igned authority, personally appeared this 2 day of ve D. Menezes, known to me to be the person whose name is nent, and acknowledged to me that he signed, sealed and free and voluntary act and deed for the uses and purposes
[SEAL] BELINDA RAQUEL RAMOS Notary Public, State of Texas My Commission Expires July 15, 2017	Belenda Remos Notary Public of: TEXES My Commission expires: July 14,2017
	ory Commission caption.



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. <u>DISCLOSURE OF INVENTIONS</u>. 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. <u>FORM OF DISCLOSURE OF INVENTIONS</u>. 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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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.

- 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.

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- 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.

	does not now own or claim any patents, patent rights ness of the Company other than the following, which hav
Executed on this day of 5	, 20 1/.
Signature of Employee	<u>490729</u> Employee #
Name Typed or Printed	
Halliburton Energy Services, Inc. (completed by the Halliburton representative observing)	ving the Employee's execution of this Agreement)
By: Jack Ball	Print Name: Sessica Batt
Title: 4tp Associate	Print Name: (lessica Batt Date: 2011

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NOTARIAL CERTIFICATE

STATE OF TEXAS

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COUNTY OF HARRIS

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

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

SOUDH REKL CEACHING

Huck S. Cyses (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:

INTEGRATED COMPUTATIONAL ELEMENT DESIGNED FOR MULTI-CHARACTERISTIC DETECTION

as w	ell as any application related thereto, including, without limitation, the application(s):
	of even date filed herewith;
<u>X</u>	filed on February 19, 2014 and assigned application number PCT/US14/17178.

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, as well as all rights to claim priority to any of the foregoing 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

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Patent / Docket No. 7523.536 (2012-IP-060991 PCT) Customer No. 000027683

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.

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Executed and delivered this	_day of	2014.
Inventor: Michael N. Simcock	***************************************	
State of		
County of§		
2014, Michael N. subscribed to the foregoing instrument,	Simcock, kr and ackno	personally appeared this day of own to me to be the person whose name is wledged to me that he signed, sealed and ary act and deed for the uses and purposes
[SEAL]		
	Notary I	ublic
	My Con	nmission Expires:

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Inventor: David L. Perkins Parking David L. Perking David L. P	2014.
State of §	
State of TX § County of Mongane y §	. 11.
BEFORE ME, the undersigned authority, April2014, David L. Perkins, known	personally appeared this 270 day of to me to be the person whose name is
subscribed to the foregoing instrument, and acknowl	edged to me that he signed, sealed and
delivered the said instrument as his free and voluntary	y act and deed for the uses and purposes
therein set forth.	
[SEAL]	1 Nelista
ALEX WEBSTER Notary Pul	blic Alex Webster
Notary Public, State of Texas My Commission Expires January 04, 2016 My Comm	hission Expires: $1/4/2016$
A CONTRACTOR OF THE PARTY OF TH	- ananga anang pananganananananananan

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RECORDED: 05/19/2016