

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4448616

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
DAVID C. WRIGHT	06/06/2017
RECEIVING PARTY DATA	
Name:	HILCO INDUSTRIAL, LLC
Street Address:	S. REVERE DRIVE
Internal Address:	SUITE 206
City:	NORTHBROOK
State/Country:	ILLINOIS
Postal Code:	60062
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	9163464
Patent Number:	9228416
Patent Number:	9284808
Patent Number:	9309739
Application Number:	14857707
Application Number:	15141574
CORRESPONDENCE DATA	
Fax Number:	(202)408-3141
<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:	202-408-3121 X62348
Email:	jean.paterson@cscglobal.com
Correspondent Name:	CSC
Address Line 1:	1090 VERMONT AVENUE NW, SUITE 430
Address Line 4:	WASHINGTON, D.C. 20005
ATTORNEY DOCKET NUMBER:	673822
NAME OF SUBMITTER:	JEAN PATERSON
SIGNATURE:	/jep/
DATE SIGNED:	06/07/2017

Total Attachments: 8

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ASSET MARKETING AGREEMENT

This Asset Marketing Agreement (this "Agreement") is dated as of the 6 day of June, 2017, by and between Hilco Industrial, LLC ("Hilco") and David C. Wright (the "Wright"). Hilco is in the business of marketing and selling assets on behalf of its clients. Wright is the owner and possessor of certain patents and desires to engage Hilco as its exclusive agent to sell such patents as more fully described herein. Therefore, in consideration of the covenants contained herein, Hilco and Wright (individually, each "Party," and together, the "Parties") do hereby agree as follows:

I. Engagement and Agreement to Market Assets

A. Wright hereby engages Hilco as its exclusive marketing and sales agent, and Hilco hereby accepts such engagement, with respect to the patents identified on Exhibit A attached hereto and by this reference incorporated herein, (the "Assets").

B. For purposes of selling the Assets, Hilco shall utilize sale strategies as the Parties mutually agree, and is hereby authorized to cause Wright to sell the Assets at prices determined by Hilco in Hilco's sole discretion.

II. Exclusivity

In order to permit successful marketing and sale of the Assets, Wright grants to Hilco the exclusive right to sell the Assets for a period beginning on the date hereof (the "Commencement Date") and continuing until the date that is 180 days after the Commencement Date (such period, the "Term"). Wright acknowledges that Hilco or its affiliated entities may be engaged to sell or market similar assets by other persons or entities, and that any such engagement shall not constitute or be deemed to be a violation of this Agreement. All inquiries regarding the Assets made to Wright, its representatives or related parties to Wright, shall be redirected to Hilco.

III. Method of Sale

In connection with the services to be provided by Hilco hereunder, Hilco will:

- (i) develop an advertising and marketing plan for the sale of the Assets;
- (ii) implement the advertising and marketing plan as deemed necessary or appropriate by Hilco to maximize the net recovery on the Assets;
- (iii) sell the Assets for cash or other immediately available funds to the highest bidder(s) on an "AS IS," "WHERE IS" and "all sales are final" basis and in accordance with the terms of this Agreement;
- (iv) charge and collect on behalf of Wright from all purchasers any purchase price together with all applicable taxes in connection therewith; and

- (v) deposit all collected Gross Proceeds into a separate account maintained by Hilco and remit such proceeds to Wright by transferring them to the account described on Exhibit B attached hereto and by this reference incorporated herein, (the "Client Account"), (less any amounts due to Hilco hereunder) within thirty (30) days after the sale of each Asset. "Gross Proceeds" shall be defined as cumulative collected gross receipts from the sale of the Assets, exclusive of sales taxes and buyer's premiums.

IV. Commission Payable to Hilco

A. As a guaranty of its performance hereunder, Hilco shall pay to Wright the sum of \$75,000.00 (the "Guaranteed Amount") by depositing by wire transfer the Guaranteed Amount into the Client Account no later than two (2) business days all documents have been filed and/or received with respect to the perfection and priority of the Security Interest and Lien.

B. Subject to the payment by Hilco of the Guaranteed Amount to Wright, Hilco shall be entitled to retain all proceeds of the sale(s) of the Assets (in addition to any buyer's premium) until such time as such proceeds (exclusive of any buyer's premium) equal the Guaranteed Amount. All proceeds of the sale(s) of the Assets in excess of the Guaranteed Amount, (exclusive of any buyer's premium), if any, shall be shared by Hilco and Wright as follows: 90% to Wright and 10% to Hilco.

C. Additionally, Hilco shall be entitled to charge and retain for its own account an industry standard buyer's premium of sixteen percent (16%) for Assets that are sold. For purposes of clarification, the buyer's premium is a fee charged in addition to the sale price of the Assets and is paid for by the buyer. All commission and buyer's premiums shall be withheld by Hilco upon collection of proceeds from applicable buyer(s).

D. Effective as of the date of execution of this Agreement, Wright hereby grants to Hilco a first priority, senior security interest in and lien upon the Assets and proceeds thereof to secure any obligation of Wright hereunder, including (without limitation) the obligation to pay amounts owing by Wright and due to Hilco hereunder and the recovery by Hilco of proceeds from the sale of the Assets (the "Security Interest and Lien"). Wright further covenants and agrees to cooperate with and assist Hilco, at Hilco's sole expense, in preparing and filing all necessary or appropriate documents, including (without limitation) UCC-1 financing statements and fixture filings, to perfect the Security Interest and Lien granted by this Agreement. Wright further agrees, at Wright's sole expense, to obtain any lien termination statements or amendments and/or subordination agreements necessary to establish the priority of Hilco's Security Interest and Lien. Upon execution of this Agreement, Hilco is authorized to file all necessary or appropriate documents, including (without limitation) UCC-1 financing statements.

V. Representations and Covenants of Wright and Hilco

A. Wright represents and warrants to Hilco and covenants that: (i) Wright has all legal right and authority to sell the Assets, (ii) Wright has taken all necessary actions required to authorize the execution, delivery and performance of this Agreement and the related documents contemplated hereby, and no further consent or approval is required for Wright to enter into and

deliver the Agreement and to perform its obligations under the Agreement, (iii) no court order or decree of any federal, state or local governmental authority or regulatory body is in effect that would prevent or impair, or is required for Wright's consummation of, the transactions contemplated by this Agreement, and no consent of any third party which has not been obtained is required therefore, (iv) the Asset representations and descriptions on Exhibit A are accurate, true and complete; and (v) all Assets are free and clear of all liens, claims, and encumbrances of any kind whatsoever. Wright further represents and warrants to Hilco that any amounts due and payable hereunder shall be free and clear of any liens, claims, or encumbrances of any kind whatsoever.

B. Hilco represents and warrants to Wright that (i) Hilco is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and (ii) Hilco has taken all necessary actions required to authorize the execution, delivery and performance of this Agreement and the related documents contemplated hereby, and no further consent or approval is required for Hilco to enter into and deliver the Agreement and to perform its obligations under the Agreement.

VI. Indemnification

A. Hilco understands that the Assets will be sold AS IS and WHERE IS, and Wright does not make any representations or warranties with respect to the Assets, except for specifically stated under Section V of this Agreement. Wright hereby agrees to indemnify and hold Hilco harmless from any and all claims, causes of actions, damages, losses, or liabilities (including, without limitation, reasonable attorney's fees) of any kind arising from or related to (i) Wright's breach of any of its obligations, representations and warranties hereunder, (ii) its performance or failure to perform hereunder, or (iii) Wright's failure to pay any personal property taxes associated with the Assets. Wright further agrees to indemnify and hold Hilco harmless from any and all claims, causes of actions, damages, losses, or liabilities (including, without limitation, reasonable attorney's fees) of any kind arising from or related to the sale of the Assets or any inaccurate statements or representations concerning the Assets made by Wright to Hilco.

B. Hilco hereby agrees to indemnify and hold Wright harmless from any and all claims, causes of actions, damages, losses, or liabilities (including, without limitation, reasonable attorney's fees) by any buyer or prospective buyer of the Assets based on Hilco's breach of any of its obligations, representations or warranties hereunder or its performance or failure to perform hereunder.

VII. Personal Property Taxes

Hilco shall not be responsible or liable for the payment of any personal property taxes associated with the Assets. Prior to distribution the any proceeds from the sale of the Assets to Wright, Wright hereby agrees to provide Hilco with evidence of payment of all personal property taxes associated with the Assets in a form reasonably satisfactory to Hilco in its discretion. To the extent any personal property taxes remain unpaid, Wright hereby authorizes Hilco, without any liability to Wright whatsoever, to (i) remit payment for any personal property taxes to applicable taxing authorities from the proceeds remaining from the sale of the Assets after

payment of any and all amounts due to Hilco under this Agreement or (ii) retain the proceeds pending payment of the personal property taxes, provided that Hilco receives evidence of payment in a form reasonably satisfactory to Hilco in which case Hilco shall thereafter remit the proceeds (less all amounts payable to Hilco under this Agreement) to Wright.

VIII. General Provisions

A. Hilco shall not subcontract the whole of its obligations under this Agreement, but shall be permitted to utilize independent contractors and subcontractors for performing various obligations.

B. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

C. Hilco shall be entitled to compensation for services rendered under this Agreement and this Agreement shall be binding upon Wright or any successor or assignee for the assets of Wright.

D. Wright and Hilco shall deal with each other fairly and in good faith so as to allow both parties to perform its duties and earn the benefits of this Agreement.

E. TECHNOLOGY DISCLAIMER: HILCO DOES NOT WARRANT THAT THE FUNCTIONS, FEATURES OR CONTENT CONTAINED IN ANY WEBSITE USED IN CONNECTION WITH THE SALE OF THE ASSETS, INCLUDING ANY THIRD-PARTY SOFTWARE, PRODUCTS OR OTHER MATERIALS USED IN CONNECTION WITH ANY SUCH WEBSITE, WILL BE TIMELY, SECURE, UNINTERRUPTED, OR THAT DEFECTS WILL BE CORRECTED.

G. Wright recognizes and acknowledges that the services to be provided by Hilco pursuant to this Agreement are, in general, transactional in nature, and Hilco will not be billing Wright by the hour nor maintaining time records. It is agreed that Hilco is not requested or required to maintain such time records and that its compensation will be fixed on the percentages set forth herein. Hilco represents and warrants that it has the expertise in performing the services under this Agreement.

H. Any correspondence or required notice shall be addressed as follows:

If to Hilco: Hilco Industrial, LLC
5 Revere Drive, Suite 206
Northbrook, Illinois 60062
Tel.: (847) 509-1100
Fax: (847) 521-7818
Email: rlawlor@hilcobglobal.com
Attn: Ryan Lawlor

If to Wright: David C. Wright
28019 Buena Way

Spring Texas, 77386
Tel.: (832) 474-1080
Fax: _____
Email: dcwright@wwcs911.com
Attn: David C. Wright

I. This Agreement shall be deemed drafted by the parties hereto, and there shall be no presumption against either party in the interpretation of this Agreement.

J. By executing or otherwise accepting this Agreement, Wright and Hilco acknowledge and represent that they are represented by and have consulted with independent legal counsel with respect to the terms and conditions contained herein.

K. Wright shall provide Hilco with:

- all reasonably requested Asset information to the extent in Wright's possession; and
- information on prospect interest and evidence of all Asset inquiries, to the extent that Wright has such information and evidence.

L. This Agreement may be executed in original counterparts, and if executed and delivered via facsimile shall be deemed the equivalent of an original.

M. This Agreement creates no third-party beneficiaries.

N. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to conflict of law's provisions.

IX. Miscellaneous

This Agreement may not be transferred or assigned without the express written consent of the other Parties, provided that Hilco shall be permitted to joint venture with certain third parties. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a Party to this Agreement. The Parties hereto are acting as independent contractors and nothing contained herein shall be deemed to create any other type of partnership, joint venturer or other relationship. This Agreement may not be modified or amended except by an instrument in writing executed by an authorized representative of each party to this Agreement. If any part or subpart of this agreement is found or held to be invalid, that invalidity shall not affect the enforceability and binding nature of any other part of this agreement. No Party shall be considered in default hereunder to the extent that performance by such Party is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such Party.

* * *

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date written below.

DAVID C. WRIGHT



By: David C. Wright

Title: Owner

Date: 6/6/2017

HILCO INDUSTRIAL, LLC



By: Ryan Lawlor

Title: VP & Assistant General Counsel, Managing Member

Date: 6/6/17

EXHIBIT A

ASSETS

1 – Lot of Trelleborg Ulta M.I.S Drill Riser Buoyancy Modules

1 - Lot of Buoyancy Modules for Hose

**1 – Patent US 9,163,464 B2 – System for Stabilizing Oilfield Equipment
(Tension Riser for Subsea Well Work)**

**1 – Patent US 9,228,416 B2 - Apparatus & Methods Usable for Connecting Well Equipment
(Subsea Modular Connector Including All Engineering and Design with Live Connector)**

**1 – Patent US 9,284,808 B2 - Chemical Deepwater Stimulation System & Methods
(Subsea Dual Valve System, Patent Includes ALL Subsea Riserless Intervention Work)
(May Have Several Companies Infringing on Patent)**

**1 – Patent US 9,309,739 B2 – Stab Connector Assembly & Methods Usable for Establishing a Fluid Connection
(Subsea 10K, 15K, 20K Hot Stab with Locks, Includes Engineering and All Designs)**

**1 – Patent Pending US 2016/0076310 A1 Telescopic Mini-Rig
(35 ton Winch with 100 ton Jack and a 850 ton Rotary Floor)**

**1 – Patent Pending US 2016/0318172 A1 – Tool for Enhancing Torque Application to Rotating Tool
(450 lbs Torque Tool, Includes All Engineering and Live Tool)**

EXHIBIT B

CLIENT ACCOUNT INFORMATION

JP Morgan Chase Bank -- Routing #111000614 -- Account #518851022

**Monique Wright
David C. Wright
28019 Buena Way
Spring, Texas 77386
Home Phone -- (281) 288 - 8437**