

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4471434

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	MICHAEL JOHN ARNELL	01/12/2015
RECEIVING PARTY DATA		
Name:	HELIX ENERGY SOLUTIONS GROUP, INC.	
Street Address:	3505 W SAM HOUSTON, PARKWAY NORTH	
Internal Address:	SUITE 400	
City:	HOUSTON	
State/Country:	TEXAS	
Postal Code:	77060	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Application Number:	14979164
	PCT Number:	US1567495
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	
ATTORNEY DOCKET NUMBER:	0023799.523US	
NAME OF SUBMITTER:	ROBERT JACKSON	
SIGNATURE:	/Robert Jackson/	
DATE SIGNED:	06/21/2017	
Total Attachments: 6		
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PATENT

REEL: 042772 FRAME: 0828

**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	62/095,762	VEHICLE SYSTEM AND METHOD	Allan Spencer and Michael Arnell

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

Allan Spencer



United Kingdom

12 JANUARY 2015

Date of Execution

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

ASSIGNOR

Signature

Michael Arnell



United Kingdom

12 JANUARY 2015

Date of Execution

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

ASSIGNEE

Signature

Name and Title

Helix Energy Solutions Group, Inc.
3505 W. Sam Houston Parkway North,
Suite 400
Houston, TX 77043

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 she executed the same for
the purposes and consideration therein expressed.

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

[NOTARY STAMP]

