

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4723305

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
CANRIG DRILLING TECHNOLOGY LTD.	12/06/2011
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	FIRST SUBSEA LIMITED (50%)
<b>Street Address:</b>	ENGINEERING HOUSE, LUNE INDUSTRIAL ESTATE
<b>Internal Address:</b>	NEW QUAY ROAD
<b>City:</b>	LANCASTER
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	LA1 5QP
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15834437
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(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>	
<b>Phone:</b>	2146515000
<b>Email:</b>	gayle.conner@haynesboone.com
<b>Correspondent Name:</b>	HAYNES AND BOONE, LLP IP SECTION
<b>Address Line 1:</b>	2323 VICTORY AVENUE, SUITE 700
<b>Address Line 4:</b>	DALLAS, TEXAS 75219
<b>ATTORNEY DOCKET NUMBER:</b>	38496.320US03
<b>NAME OF SUBMITTER:</b>	ADAM C. FOWLES
<b>SIGNATURE:</b>	/Adam C. Fowles/
<b>DATE SIGNED:</b>	12/07/2017
<b>Total Attachments: 9</b>	
source=6-38496-320US03-Assignment-from-grandparent-acf-s#page1.tif	
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**A S S I G N M E N T**

**WHEREAS,**

**Brian ELLIS, a citizen of the United States of America residing at 2121 Allen Parkway, #2109, Houston, Texas 77019,**

**Craig WEEMS, a citizen of the United States of America residing at 4534 Shetland Lane, Houston, Texas 77027,**

**Faisal J. YOUSEF, a citizen of the United States of America residing at 15554 Oak Mill Drive, Houston, Texas 77095,**

**Beat KÜTTEL, a citizen of Canada residing at 10 Spooner Ridge Court, Spring, Texas 77382,**

**an ASSIGNOR, is an inventor of the invention in TUBULAR HANDLING DEVICE AND METHODS, for which an application for a Patent of the United States was filed on December 30, 2010 as U.S. Application No. 12/982,644.**

**WHEREAS, CANRIG DRILLING TECHNOLOGY LTD. (ASSIGNEE), a company dually incorporated and existing under the laws of Delaware, with its registered office at 14703 FM 1488, Magnolia, Texas 77354, is desirous of obtaining each inventor's entire right, title, and interest in, to and under said invention, the said application and corresponding applications worldwide;**

**NOW, THEREFORE, in exchange for good and valuable consideration to the inventor, the receipt and sufficiency of which is hereby acknowledged, the ASSIGNOR has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, his or her entire, worldwide right, title and interest in, to and under the invention, including the above United States non-provisional application embodying the invention or any other United States application to which priority is claimed under 35 U.S.C. § 119 and to any application to which priority is claimed, or claiming priority to the application noted above, under 35 U.S.C. § 120, including all divisions, continuations, and continuations-in-part thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said**

invention in any country or countries other than the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for the invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof, the same to be held and enjoyed by the ASSIGNEE, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the ASSIGNOR had this sale and assignment not been made;

And each ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks 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 ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

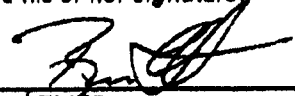
And each ASSIGNOR hereby covenants and agrees that he or she has the full right to convey the entire interest herein assigned, and that he or she has not executed, and will not execute, any agreement in conflict herewith;

And each ASSIGNOR hereby further covenants and agrees that he or she will communicate to the ASSIGNEE, its successors, legal representatives and assigns, any facts known to him or her respecting said invention, testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the ASSIGNEE or, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries;

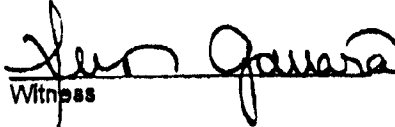
And each ASSIGNOR hereby authorizes the ASSIGNEE's patent attorney to complete this form by the addition of the application number, application filing date, and attorney docket number, if necessary.

In witness whereof, each inventor has affixed his or her signature.

Dated: 1/5/11

  
\_\_\_\_\_  
Brian ELLIS

On this 5th day of January, 2011, before me appeared Brian ELLIS, to me known and known to me to be the person of that name, who signed the foregoing instrument, and acknowledged the same to be his/her free act and deed.

  
\_\_\_\_\_  
Witness

Dated: \_\_\_\_\_

\_\_\_\_\_  
Craig WEEMS

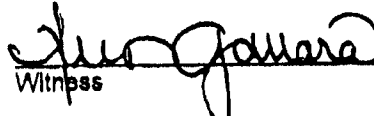
On this \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me appeared Craig WEEMS, to me known and known to me to be the person of that name, who signed the foregoing instrument, and acknowledged the same to be his/her free act and deed.

\_\_\_\_\_  
Witness

Dated: 5-JAN-2011

  
\_\_\_\_\_  
Faisal J. YOUSEF

On this 5th day of January, 2011, before me appeared Faisal J. YOUSEF, to me known and known to me to be the person of that name, who signed the foregoing instrument, and acknowledged the same to be his/her free act and deed.

  
\_\_\_\_\_  
Witness

And each ASSIGNOR hereby authorizes the ASSIGNEE's patent attorney to complete this form by the addition of the application number, application filing date, and attorney docket number, if necessary.

In witness whereof, each inventor has affixed his or her signature.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Brian ELLIS

On this \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me appeared Brian ELLIS, to me known and known to me to be the person of that name, who signed the foregoing instrument, and acknowledged the same to be his/her free act and deed.

\_\_\_\_\_  
Witness

*Craig Weems*

Dated: 2/22/2011

\_\_\_\_\_  
Craig WEEMS

On this 22<sup>nd</sup> day of February, 2011, before me appeared Craig WEEMS, to me known and known to me to be the person of that name, who signed the foregoing instrument, and acknowledged the same to be his/her free act and deed.

\_\_\_\_\_  
Witness

*Michael Catchall*

Dated: \_\_\_\_\_


\_\_\_\_\_  
Faisal J. YOUSEF

On this \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me appeared Faisal J. YOUSEF, to me known and known to me to be the person of that name, who signed the foregoing instrument, and acknowledged the same to be his/her free act and deed.

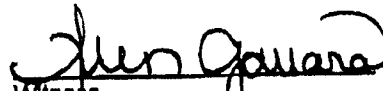
\_\_\_\_\_  
Witness

Attorney Docket No. 38496.192  
Customer No. 27663

Dated: 5 JAN 11

  
Beat KUTTEL

On this 5th day of January, 2011, before me  
appeared Beat KUTTEL, to me known and known to me to be the person of that  
name, who signed the foregoing instrument, and acknowledged the same to be  
his/her free act and deed.

  
Witness

## CONFIRMATORY ASSIGNMENT

WHEREAS, CANRIG DRILLING TECHNOLOGY LTD., a corporation duly incorporated and existing under the laws of Delaware, United States of America with its principal place of business located at 8223 Willow Place Drive South, Houston, TX 77070 (hereinafter referred to as "ASSIGNOR") was the sole owner of the entire worldwide right, title and interest in the patents and patent applications listed in the attached Exhibit A, along with the inventions described therein (collectively, the "Patent Rights");

WHEREAS, FIRST SUBSEA LIMITED, formerly known as B.S.W. Limited, a corporation duly organized under and pursuant to the laws of the United Kingdom, of Engineering House, Lune Industrial Estate, New Quay Road, LANCASTER, LA1 5QP, UK (hereinafter referred to as "ASSIGNEE") is desirous of acquiring a joint, one-half, undivided interest in and to each of the Patent Rights listed in Exhibit A;

WHEREAS, ASSIGNOR and ASSIGNEE entered a Joint Development Agreement dated May 11, 2006, as amended by an Amendment dated March 3, 2008, and a Second Amendment dated July 9, 2010 (collectively, "the Agreement");

WHEREAS, subject to the terms and conditions of the Agreement, ASSIGNOR agreed to assign, did assign, and hereby confirms the assignment to ASSIGNEE of a joint, one-half, undivided interest in the Patent Rights, and ASSIGNEE agreed to acquire and did acquire such joint, one-half, undivided interest; and

WHEREAS, ASSIGNOR and ASSIGNEE desire confirmation that the joint, one-half, undivided interest in each of the Patent Rights was assigned *nunc pro tunc* by ASSIGNOR to ASSIGNEE pursuant to the Agreement.

NOW THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby confirm that it did, and to the extent necessary does, sell, assign and transfer unto ASSIGNEE, its successors, assigns and legal representatives, a joint, one-half, undivided interest in and to the worldwide right, title, and interest in the Patent Rights, *nunc pro tunc*, along with any and all rights, title and interest which ASSIGNOR may in the future come to possess in, related to, or arising from, the Patent Rights and including the inventions and all divisionals, continuations, and continuations-in-part thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof, and all other patents and patent applications that claim priority to any of the Patent Rights; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for the inventions in any country or countries other than the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application(s) under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection,



including, without limitation, patents, utility models, inventors' certificates and designs that may be granted for the Patent Rights in any country or countries foreign to the United States and all extensions, renewals and reissues thereof, the same to be held and enjoyed by the ASSIGNEE, *nunc pro tunc*, the right to collect past damages and to bring suit regarding ownership or infringement thereof, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the ASSIGNOR had this sale and assignment not been made;

ASSIGNOR hereby further authorizes and requests the Commissioner of Patents and Trademarks 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 ASSIGNEE and the ASSIGNOR in their joint names, or their respective successors, legal representatives and assigns, in accordance with the terms of this instrument;

ASSIGNOR hereby further covenants and agrees that it has the full right to convey the entire interest assigned herein, and that it has not executed, and will not execute, any agreement in conflict therewith;


ASSIGNOR and ASSIGNEE hereby further covenant and agree that each will communicate to the other, its successors, legal representatives and assigns, any facts known to it respecting said Patent Rights, testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the other or, its successors, legal representatives and assigns, to obtain and enforce proper protection for said interest in and to the Patent Rights in all countries; and

ASSIGNOR and ASSIGNEE hereby agree that Exhibit A may be updated from time-to-time with newly obtained application or publication numbers that are not yet available as of the execution date.

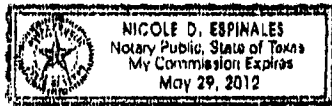
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IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have executed or caused this Assignment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized.

ASSIGNOR  
CANRIG DRILLING TECHNOLOGY LTD.

  
Printed Name: Chris Papouras  
Title: President

On this 6<sup>th</sup> day of December 2011, before me, a Notary Public, personally appeared Chris Papouras, to me known and known to me to be the person of that name, who signed the foregoing instrument and acknowledged the same to be his free act and deed.



  
Notary Public

ASSIGNEE  
FIRST SUBSEA LTD.


  
Printed Name: Brian K. Green  
Title: General Manager

EXHIBIT A

U.S. PATENT RIGHTS

Application No.	Filing Date	Patent/Publication No.	Issue/Publication Date	Title
11/619,946	01/04/2007	7,552,764	06/30/2009	Tubular Handling Device
12/147,223	06/26/2008	2009/0321064	12/31/2009	Tubular Handling Device
12/982,644	12/30/2010	2011/0147010	06/23/2011	Tubular Handling Device and Methods

NON-U.S. PATENT RIGHTS

Application/Publication No.	Application Date	Country	Title	Priority Appln. No.
PCT/US2007/088524	12/21/2007	WIPO	Tubular Handling Device	11/619,946
2,673,436	12/21/2007	Canada	Tubular Handling Device	11/619,946
200780049271.4	12/21/2007	China	Tubular Handling Device	11/619,946
2009129628 (Patent No. 2418939)	12/21/2007 (issued 5/20/2011)	Russia	Tubular Handling Device	11/619,946
PCT/US2009/048507	06/24/2009	WIPO	Tubular Handling Device and Methods	12/147,223
2009262196	06/24/2009	Australia	Tubular Handling Device and Methods	12/147,223
PI0914558-3	06/24/2009	Brazil	Tubular Handling Device and Methods	12/147,223
2,727,954	06/24/2009	Canada	Tubular Handling Device and Methods	12/147,223
200980124187.3	06/24/2009	China	Tubular Handling Device and Methods	12/147,223
1019756.4	06/24/2009	United Kingdom	Tubular Handling Device and Methods	12/147,223
MX/A/2010/014527	06/24/2009	Mexico	Tubular Handling Device and Methods	12/147,223
2011102749	06/24/2009	Russia	Tubular Handling Device and Methods	12/147,223
PCT/US2010/062611	12/30/2010	WIPO	Tubular Handling Device and Methods	N/A