

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5058520

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
WELLSTROM DEVELOPMENT LLC	12/05/2012
RECEIVING PARTY DATA	
Name:	DRILLING INFO, INC.
Street Address:	2901 VIA FORTUNA
Internal Address:	#200
City:	AUSTIN
State/Country:	TEXAS
Postal Code:	78746
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13606965
CORRESPONDENCE DATA	
Fax Number:	(617)235-9492
<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:	2125969167
Email:	Gary.Lee@ropesgray.com
Correspondent Name:	GARY LEE
Address Line 1:	ROPES & GRAY LLP, 1211 AVENUE OF THE AMERICAS
Address Line 4:	NEW YORK, NEW YORK 10036-8704
ATTORNEY DOCKET NUMBER:	109251-0047
NAME OF SUBMITTER:	GARY LEE
SIGNATURE:	/Gary Lee/
DATE SIGNED:	07/19/2018
Total Attachments: 14	
source=Wellstrom-Drilling#page1.tif	
source=Wellstrom-Drilling#page2.tif	
source=Wellstrom-Drilling#page3.tif	
source=Wellstrom-Drilling#page4.tif	
source=Wellstrom-Drilling#page5.tif	

source=Wellstrom-Drilling#page6.tif
source=Wellstrom-Drilling#page7.tif
source=Wellstrom-Drilling#page8.tif
source=Wellstrom-Drilling#page9.tif
source=Wellstrom-Drilling#page10.tif
source=Wellstrom-Drilling#page11.tif
source=Wellstrom-Drilling#page12.tif
source=Wellstrom-Drilling#page13.tif
source=Wellstrom-Drilling#page14.tif

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of:
Winkler et al.

Application No.: 13/606,965

Confirmation No.: 9908

Filed: September 7, 2012

Art Unit: 2687

For: SYSTEMS AND METHODS FOR
PROCESSING DRILLING DATA

Examiner: J.A. Tweel Jr.

DECLARATION OF ASSIGNEE UNDER MPEP 323.01(B)
FOR CORRECTION OF TYPOGRAPHICAL ERRORS IN ASSIGNMENT DOCUMENT

MS Assignment Recordation Services
Director of the US Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Madam:

I, Shawn Shillington, hereby declare as follows:

1. I currently serve as the Secretary and Vice President of Drilling Info, Inc., the assignee of the instant application, and am duly authorized by Drilling Info, Inc. to execute this Declaration.
2. It is my understanding that Drilling Info, Inc. (“Drilling Info”) purchased certain assets of Wellstorm Development LLC (“Wellstorm”) pursuant to an Asset Purchase Agreement dated as of December 5, 2012 (the “Agreement”), and the Agreement contained an Intellectual Property Assignment Agreement dated as of December 5, 2012 (“the Assignment Document”) intending to assign a specified patent from Wellstorm to Drilling Info in connection with that acquisition.
3. I understand that the Assignment Document submitted concurrently herewith between Drilling Info and Wellstorm contains the following error:

- a. Schedule I of the Assignment Document titled "Assigned Patents" incorrectly lists patent application no. 13/606,695 (the "'695 application"). The correct application no. is 13/606,965 (the "'965 application").
4. I understand that the erroneously-listed '695 application, titled "Power Generating Device," is currently assigned to Jtekt Corporation, and is not owned, and has never been owned, by either Drilling Info or Wellstorm.
5. I understand that the '965 application, titled "Systems and Methods for Processing Drilling Data" was assigned from the inventors Hugh Winkler and Paul Teasdale to Wellstorm on November 16, 2012, and that this assignment document was recorded with the U.S. Patent and Trademark Office on November 27, 2012 at reel/frame 029356/0388.
6. It is my understanding that (1) Wellstorm intended to assign to Drilling Info the '965 application; (2) Wellstorm and Drilling Info intended to list the '965 application in the Assignment Document, and (3) that the listing of the '695 application was a typographical error.
7. I understand that Wellstorm is no longer available to correct the original assignment document. Correction of the assignment document under MPEP 323.01(b) is respectfully requested.
8. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements are made with knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title XVIII of the United States Code.

Signature: 
Shawn Shillington

Date: July 19, 2018

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment Agreement") is entered into as of December 5, 2012, by and between Drilling Info, Inc., a Texas corporation (the "Purchaser"), and Wellstorm Development LLC, a Texas limited liability company (the "Seller"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, the Purchaser and the Seller have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which the Seller has agreed to sell, assign, transfer, convey and deliver to the Purchaser all right, title and interest in and to the Purchased Assets (including the Business Intellectual Property), and the Purchaser has agreed to purchase and acquire all right, title and interest in and to the Purchased Assets from the Seller, upon the terms and subject to the conditions of the Purchase Agreement; and

WHEREAS, the Purchaser and the Seller desire to carry out the intent and purpose of the Purchase Agreement by execution and delivery of this Assignment Agreement, subject to the provisions of the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Business Intellectual Property. The Seller, by this Assignment Agreement, does hereby sell, assign, transfer, convey and deliver to the Purchaser all of Seller's right title and interest in and to the Business Intellectual Property and all of the Seller's rights to sue and recover damages for past, present and future infringement, misappropriation or violation of any of the Business Intellectual Property, to have and to hold, to and for its and their proper use and benefit, forever, free and clear of all Encumbrances (other than Permitted Encumbrances), including, without limitation, the following:

(a) all patents and patent applications included in the Business Intellectual Property (the "Acquired Patents") (including, without limitation, the patents and patent applications listed on Schedule 1 to the Patent Assignment attached as Exhibit A hereto), and any continuation, continuation-in-part, divisional and provisional applications of any of the Acquired Patents, any reissues, reexaminations, substitutes and extensions of any of the Acquired Patents and any foreign counterparts to any of the Acquired Patents, and all of the Seller's rights, claims and privileges pertaining to any of the Acquired Patents (including, without limitation, rights to the underlying inventions, the right to prosecute and maintain any of the Acquired Patents and the right to sue and recover damages for past, present and future infringement of any of the Acquired Patents);

(b) all trademarks, service marks, trade names, trade dress, logos, corporate names and other source or business identifiers (in each case whether or not registered) included in the Business Intellectual Property (the "Acquired Trademarks"), (including, without limitation, the trademarks and service marks listed in Exhibit B hereto), together with all of Seller's goodwill associated with any of the Acquired Trademarks, and any of Seller's registrations, applications, renewals and extensions of any of the Acquired Trademarks and all of the Seller's rights, claims and privileges pertaining to any of the Acquired Trademarks (including, without limitation, any right of Seller to prosecute and maintain trademark and service mark registrations and applications for any of the Acquired

Trademarks and the right to sue and recover damages for past, present and future infringement or dilution of any of the Acquired Trademarks); and

(c) all of Seller's copyrights, mask work rights, rights in works of authorship and, subject to Section 2, Moral Rights (as defined below) included in the Business Intellectual Property (the "Acquired Copyrights") (including, without limitation, any of Seller's rights in the Company Products) and any registrations, applications, renewals, extensions and reversions of any of the Acquired Copyrights, and all of the Seller's rights, claims and privileges pertaining to any of the Acquired Copyrights (including, without limitation, the right to prosecute and maintain copyright registrations and applications for any of the Acquired Copyrights and the right to sue and recover damages for past, present and future infringement of any of the Acquired Copyrights).

(d) All of Seller's trade secrets and confidential information contained in the Business Intellectual Property (including Seller's ideas, research and development, know-how, formulas, technical data, designs, specifications, pricing and cost information, and business and marketing plans and proposals) (collectively, the "Acquired Confidential Information").

(e) any other of Seller's rights and privileges pertaining to Seller's interest in Company Products not listed above.

(f) all copies and tangible embodiments of the foregoing items (a) through (e) (in whatever form or medium), except for the open source software licenses that govern the use of the open source software incorporated into the Company Products set forth in Attachment A to Schedule 4.6(a) of the Seller Disclosure Schedules to the Purchase Agreement (the "Disclosure Schedules"), and copies of the Company Products distributed pursuant to the non-exclusive license agreements set forth in Schedule 4.11(a)(i) of the Disclosure Schedules.

2. Moral Rights. The assignment of the Acquired Copyrights under this Assignment Agreement includes all of the Seller's rights of paternity, attribution, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights" (collectively, "Moral Rights"). To the extent Moral Rights cannot be transferred or assigned under applicable law and to the extent allowed by law, the Seller hereby waives all Moral Rights with respect to all Acquired Copyrights and related works of authorship, and all uses thereof, and consents to any action of the Purchaser that would violate any Moral Rights in the absence of such waiver or consent.

3. Further Assurances. The Seller hereby agrees that it will use reasonable care to protect the confidentiality of the Acquired Confidential Information and shall not disclose or use the Acquired Confidential Information following the Closing Date except as may be directed by Purchaser. The Seller hereby covenants with the Purchaser that, from time to time after the date hereof, without further consideration except as set forth below, the Seller will, and will cause its Affiliates to, execute, acknowledge and deliver all further conveyances, notices, assumptions and other instruments, and will take such further actions as may be reasonably necessary or appropriate to assure fully to the Purchaser, and to fully vest or perfect in the Purchaser all right, title and interest in and to, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to the Purchaser under the Purchase Agreement and to place the Purchaser in actual possession and operating control thereof and to otherwise make effective the transactions contemplated by the Purchase Agreement. Such actions shall include, without limitation, execution of the assignments in the form attached hereto as Exhibit A and providing documents and information in the possession or control of the Seller that are reasonably necessary for the Purchaser or any of its Affiliates, designees or agents to prosecute or maintain any registration or application for any of the Business Intellectual Property, or at Purchaser's expense, cooperate in the pursuit or defense any administrative, court or other legal proceeding involving

any of the Business Intellectual Property. Seller hereby covenants not to, and to cause its respective Affiliates not to (a) assert (or threaten to assert) against the Purchaser or any of its Affiliates any claim of infringement, misappropriation, dilution or violation with respect to any of the Business Intellectual Property; provided that in the event of an assertion by Purchaser against the Seller, such covenant shall not constitute a waiver of any defense or counterclaim of the Seller, or (b) challenge (or threaten to challenge) the validity, enforceability, patentability or registrability of any of the Business Intellectual Property.

4. Attorney-in-Fact. The Seller, on its own behalf and on behalf of its successors and assigns, hereby appoints the Purchaser as attorney-in-fact for the Seller, hereby granting to the Purchaser full power and authority, in the Seller's name and in place of the Seller, to (a) demand and receive the Purchased Assets and to give receipts and releases for and in respect of the Purchased Assets, or any part thereof, (b) perform all acts necessary or deemed advisable by the Purchaser, subject to and in accordance with the Purchase Agreement, to effect the sale, conveyance, assignment, transfer and delivery of the Purchased Assets, and any and all of them to the Purchaser and its successors and permitted assigns, (c) endorse the Seller's name on any payment, instrument, notice or other similar document or agreement relating to the Purchased Assets for the period commencing with the date hereof that may come into the possession of the Purchaser or under the control of the Purchaser with respect to the Purchased Assets and (d) collect any moneys which become due and payable at any time on or after the date hereof under any of the Purchased Assets. The Seller hereby declares that the foregoing powers are coupled with an interest and are and shall be irrevocable and, accordingly, may not be revoked by the Seller in any manner or for any reason whatsoever, unless the Purchased Assets are recovered by the Seller in accordance with the Purchase Agreement.

5. Conflicts with Purchase Agreement and Special Provision with Respect to Same. To the extent there is a conflict between the terms and provisions of this Assignment Agreement and the Purchase Agreement, the terms and provisions of the Purchase Agreement will govern. In the event Purchaser elects to terminate the Purchase Agreement under the terms of Section 10(a)(iv), all continuing obligations and covenants under this Assignment Agreement will be of no further effect, and Purchaser shall execute an Assignment Agreement substantially in the form hereof in favor of Seller or Seller's designee.

6. No Third Party Beneficiaries. This Assignment Agreement shall not confer any rights or remedies upon any Person other than the parties hereto and their respective successors and permitted assigns.

7. Successors and Assigns. This Assignment Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may assign this Assignment Agreement or any of its rights, interests or obligations hereunder without the prior written consent of the other party.

8. Counterparts. This Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed and original but all of which together shall constitute one and the same instrument.

9. Headings. The section headings contained in this Assignment Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Assignment Agreement.

10. Notices. Any notice, request, or other document to be given hereunder to any party hereto shall be given in the manner specified in the Purchase Agreement. Any party hereto may

change its address for receiving notices, requests and other documents by giving written notice of such change to the other parties hereto in accordance with the Purchase Agreement.

11. Governing Law. This Assignment Agreement shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of Texas.

12. Amendments. This Assignment Agreement may not be amended except by an instrument in writing signed on behalf of the parties hereto.


13. Waiver. No delay or omission to exercise any right, power or remedy accruing to any party upon any breach or default under this Assignment Agreement shall be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, consent or approval of any kind on the part of any party of any breach or default under this Assignment Agreement, or any waiver on the part of any party of any provisions or conditions of this Assignment Agreement must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Assignment Agreement or by law or otherwise afforded to any of the parties, shall be cumulative and not alternative.

14. Severability. Any term or provision of this Assignment Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have caused this Assignment Agreement to be duly executed and delivered as of the date first set forth above.

WELLSTORM DEVELOPMENT, LLC


By: HUGH V WINKLER
Title: MANAGING MEMBER

DRILLING INFO, INC.

By: _____
Title: _____


Signature Page to Intellectual Property Assignment Agreement

IN WITNESS WHEREOF, the undersigned have caused this Assignment Agreement to be duly executed and delivered as of the date first set forth above.

WELLSTORM DEVELOPMENT, LLC

By: _____
Title: _____

DRILLING INFO, INC.


By: _____
Title: _____
Ed Penny
President

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Patent Assignment") is entered into as of December 5, 2012, by and between Drilling Info, Inc., a Texas corporation (the "Purchaser"), and Wellstorm Development LLC, a Texas limited liability company (the "Seller"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, the Purchaser and the Seller have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which the Seller has agreed to sell, assign, transfer, convey and deliver to the Purchaser all right, title and interest in and to the Assigned Patents (as defined below), and the Purchaser has agreed to purchase and acquire all right, title and interest in and to the Assigned Patents from the Seller.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:


1. Assigned Patents. "Assigned Patents" means the patent and patent applications listed on Schedule 1 attached hereto.

2. Assignment. The Seller does hereby sell, assign, transfer, convey and deliver to the Purchaser all of Seller's rights in the Assigned Patents, to have and to hold, to and for its and their proper use and benefit, forever, free and clear of all Encumbrances (other than Permitted Encumbrances), together with any continuation, continuation-in-part, divisional and provisional applications of any of the Assigned Patents, any reissues, reexaminations, substitutes and extensions of any of the Assigned Patents and any foreign counterparts to any of the Assigned Patents, and all of Seller's rights, claims and privileges pertaining to any of the foregoing (including, without limitation, rights to the underlying inventions, the right to prosecute and maintain any of the of the foregoing and the right to sue and recover damages for past, present and future infringement of any of the foregoing).

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have caused this Patent Assignment to be duly executed and delivered as of the date first set forth above.

WELLSTORM DEVELOPMENT, LLC


By: HUGH V WINKLER
Title: MANAGING MEMBER

DRILLING INFO, INC.

By: _____
Title: _____


Signature Page to Patent Assignment

IN WITNESS WHEREOF, the undersigned have caused this Patent Assignment to be duly executed and delivered as of the date first set forth above.

WELLSTORM DEVELOPMENT, LLC

By: _____
Title: _____

DRILLING INFO, INC.


By: _____
Title: President

Signature Page to Patent Assignment

PATENT
REEL: 046402 FRAME: 0385

Schedule 1

Assigned Patents

Patent Application No. 13/606,695

Exhibit B

Acquired Trademarks

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration Number</u>
Subsurfr		Unregistered