

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5706116

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SONDEX LIMITED	10/19/2018
RECEIVING PARTY DATA	
Name:	KET RESOURCES CO., LTD
Street Address:	JD201 , ROOM B, 141F, WAH HEN COMMERCIAL BUILDING, 383 HENNESSY ROAD, WANCHAI
City:	HONG KONG
State/Country:	CHINA
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	7954561
Patent Number:	8011448
CORRESPONDENCE DATA	
Fax Number:	(612)455-3801
<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:	612-455-3800
Email:	jsilbaugh@hsml.com
Correspondent Name:	HAMRE, SCHUMANN, MUELLER & LARSON, P.C.
Address Line 1:	45 SOUTH SEVENTH STREET SUITE 2700
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402
ATTORNEY DOCKET NUMBER:	20038.00000001
NAME OF SUBMITTER:	JAMES A. LARSON
SIGNATURE:	/James A. Larson/
DATE SIGNED:	09/06/2019
Total Attachments: 26	
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PATENT ASSIGNATION

SONDEX LIMITED

and

KET RESOURCES CO., LTD.

Between

(1) **SONDEX LIMITED** (previously known as **SONDEX PLC**) with a place of business at Building X107 Range Road, Cody Technology Park, Farnborough, Hampshire, GU14 0FG, United Kingdom ("**SL**"); and

(2) **KET RESOURCES CO., LTD** a corporation incorporated in Hong Kong, with a place of business at JD201, Room B, 14/F, Wah Hen Commercial Building, 383 Hennessy Road, Wanchai, Hong Kong, China ("**KET**").

WHEREAS:

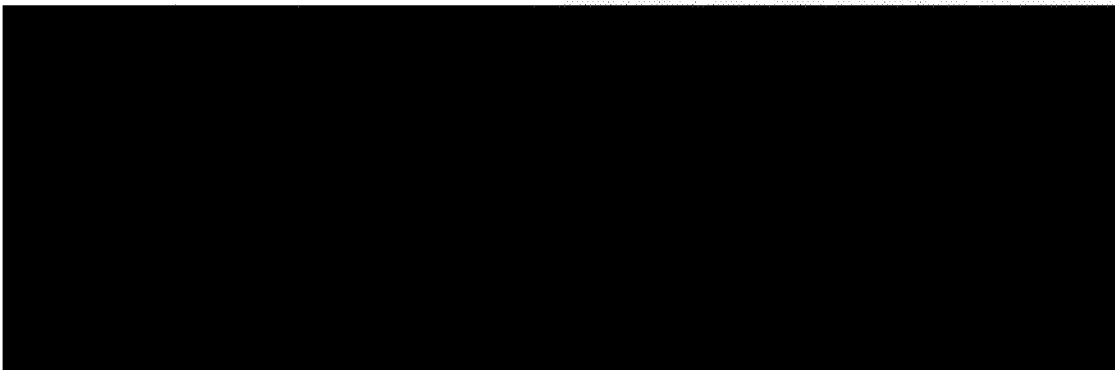
By an Intellectual Property Asset Purchase Agreement (the "**Purchase Agreement**") dated 31 December 2016 (the Effective Date of the Purchase Agreement) and a First Amendment to Intellectual Property Asset Purchase Agreement (the "**First Amendment**"), dated 22 September 2017, **SL**, acting through its corporate affiliate **SONDEX WIRELINE LIMITED** with company number 03603786 ("**SWL**"), agreed, *inter alia*, to assign to **KET** its rights and interests in and to the patents listed in the Schedule (the "**Patents**").

IT IS AGREED as follows:

1. ASSIGNATION

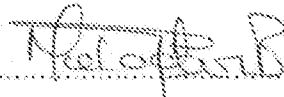
In pursuance of and for the consideration set out in the Purchase Agreement, **SL** hereby assigns to **KET** all its right, title and interest in and to the Patents, and in and to all and any inventions disclosed in the Patents, subject to the provisions of the Purchase Agreement.

SWL acknowledges and agrees to such assignment to **KET**.



IN WITNESS WHEREOF:

SIGNED on behalf of SONDEX LIMITED by

 (Signature)

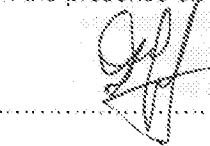
Michael Garib (Full Name)

Director (Position (e.g., Director))

at CODY PARK, RANGE ROAD, FARNBOROUGH, UK (Location at which Signed)

on 19th Oct 2018 (Date of Signing)

in the presence of:

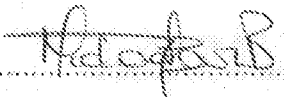


(Witness' Signature) WITNESS OSER (Witness' Full Name)

SOURCING LEADER (Position of Witness (e.g., Director))

CODY PARK, RANGE ROAD, FARNBOROUGH, UK (Witness' Address)

SIGNED on behalf of SONDEX WIRELINE LIMITED by

 (Signature)

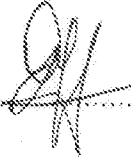
Michael Garib (Full Name)

Director (Position (e.g., Director))

at CODY PARK, RANGE ROAD, FARNBOROUGH, UK (Location at which Signed)

on 19th Oct 2018 (Date of Signing)

in the presence of:

 (Witness' Signature) LORENZO COLEO (Witness' Full Name)

SOURCING LEADER (Position of Witness (e.g., Director))

MODY PARK, RANGE ROAD, FARNBOROUGH, UK (Witness' Address)

SIGNED on behalf of **KET RESOURCES CO., LTD.** by

Li feng Tong (Signature) Li feng Tong (Full Name)

CEO (Position (e.g., Director))

Unit 345, 3/F., Peninsula, No. 67 Mody Road,
at Tsim Sha Tsui, Kowloon, Hong Kong (Location at which Signed)

on 3rd, Dec., 2018 (Date of Signing)

in the presence of:

Xiaohong Wang (Witness' Signature) Xiaohong Wang (Witness' Full Name)

Deputy General Manager (Position of Witness (e.g., Director))

Unit 345, 3/F., Peninsula, No. 67 Mody Road,
Tsim Sha Tsui, Kowloon, Hong Kong (Witness' Address)

INTELLECTUAL PROPERTY ASSET PURCHASE AGREEMENT

by and between

KET Energy Technologies Company Ltd

and

Sondex Wireline Limited

Effective Date: 31st Dec 2016

INTELLECTUAL PROPERTY ASSET PURCHASE AGREEMENT

This INTELLECTUAL PROPERTY ASSET PURCHASE AGREEMENT ("**Agreement**") is entered into on 31st Dec 2016 ("**Effective Date**") by and between KET Energy Technologies Company Ltd, a corporation incorporated in Hong Kong, with a place of business at Rooms 05-15, 13A/F, South Tower, World Finance Centre, Harbour City, Kowloon, Hong Kong, China ("**Purchaser**") and Sondex Wireline Limited, a corporation incorporated in the United Kingdom, with a place of business at Cody Technology Park, Building X107 Range Road, Farnborough GU14 0FG, United Kingdom ("**Seller**"). Purchaser and Seller may be referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, the Parties desire to enter into this Agreement pursuant to which Seller proposes to sell to Purchaser, and Purchaser proposes to purchase from Seller, certain intellectual property used or held for use by Seller in the conduct of its Geolink business (the "**Acquisition**");

WHEREAS, the Parties desire to make certain warranties and agreements in connection with the Acquisition.

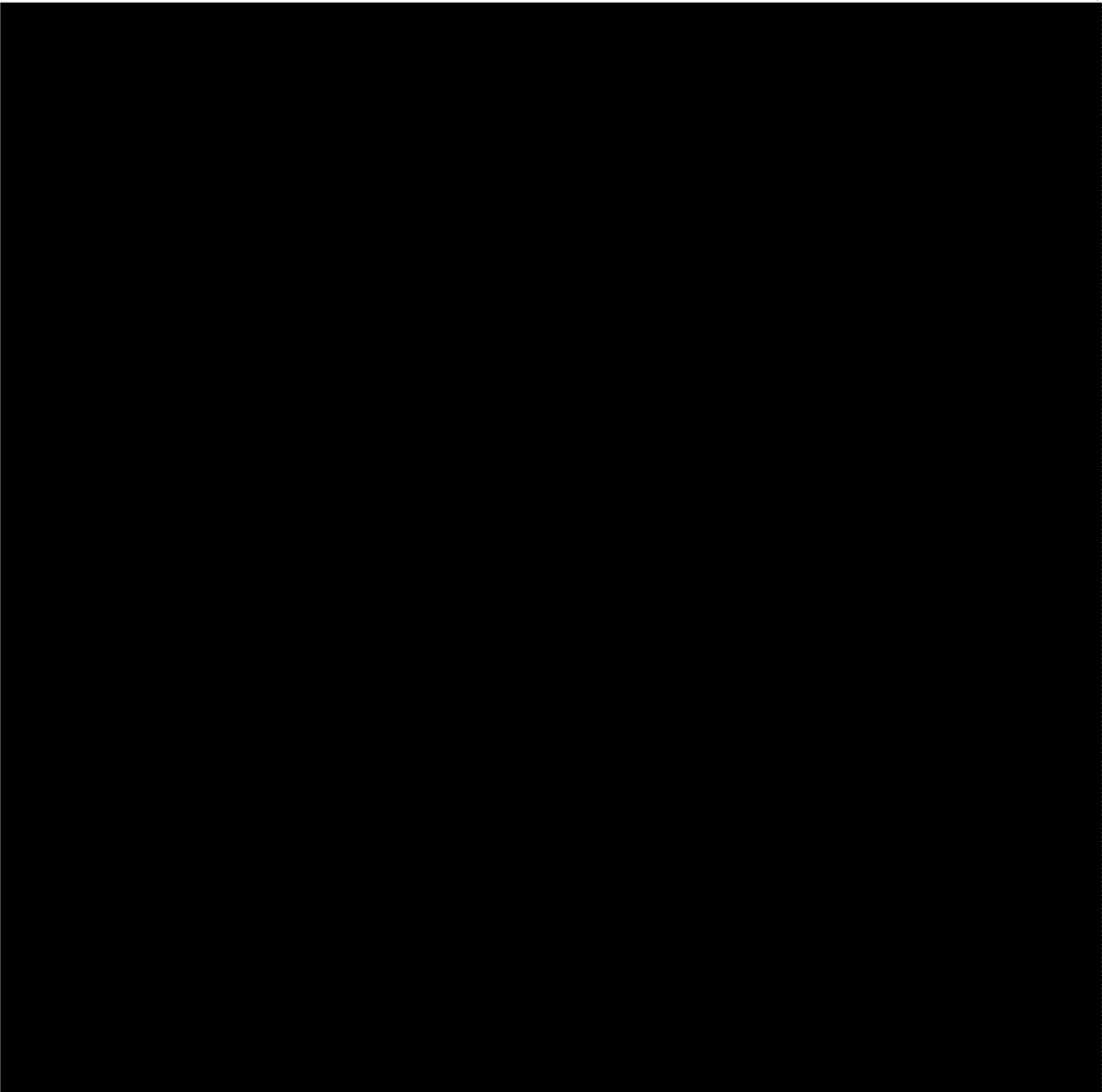
NOW, THEREFORE, in consideration of the foregoing and the respective warranties, covenants, agreements and conditions hereinafter set forth, and intending to be legally bound hereby, each Party hereby agrees as follows:

AGREEMENT

1. DEFINITIONS

- 1.1. "**Affiliate**" means, with respect to a Party to this Agreement, any entity that directly or indirectly controls, is controlled by, or is under common control with such Party; where "**control**" means, in relation to a company, the beneficial ownership of more than 50% of the issued share capital of that company or, in relation to any Person (including a company), the legal power to direct or cause the direction of the decision making or management of that Person.

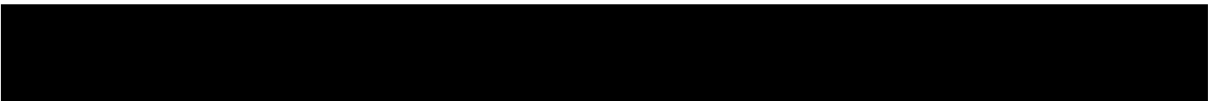
- 1.A. "**Closing Date**" has the meaning given in Section 7.1.

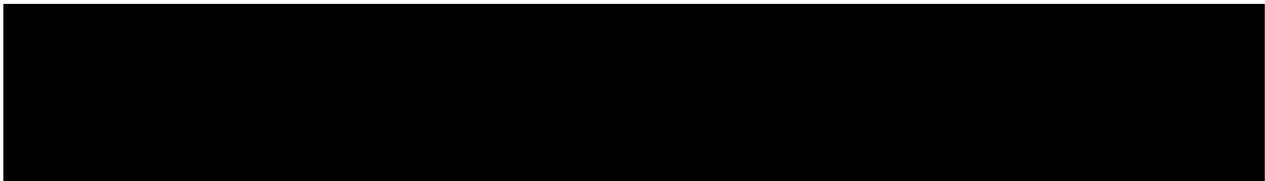
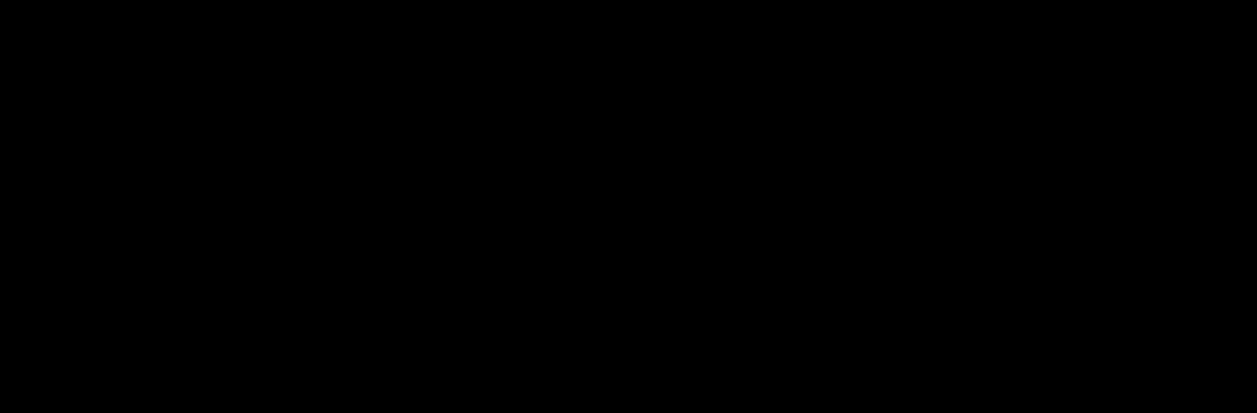


1.10. *"Patents"* means the patents and patent applications of Seller listed on Schedule 1.

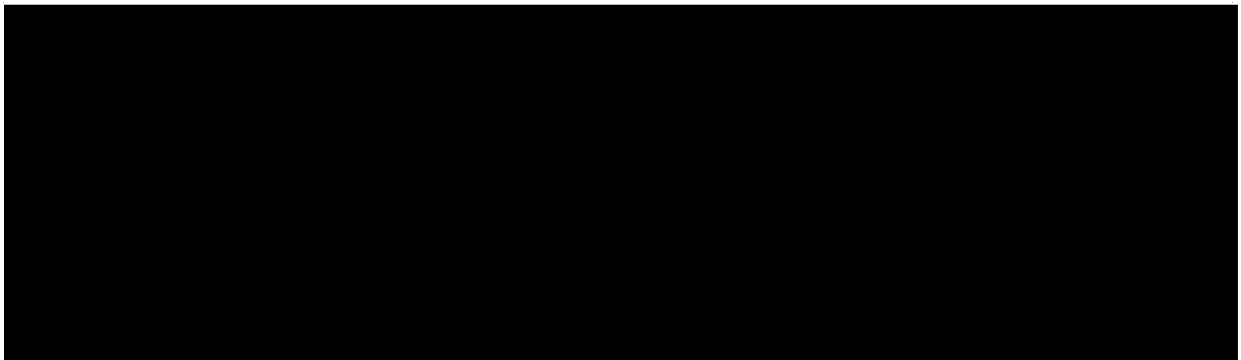


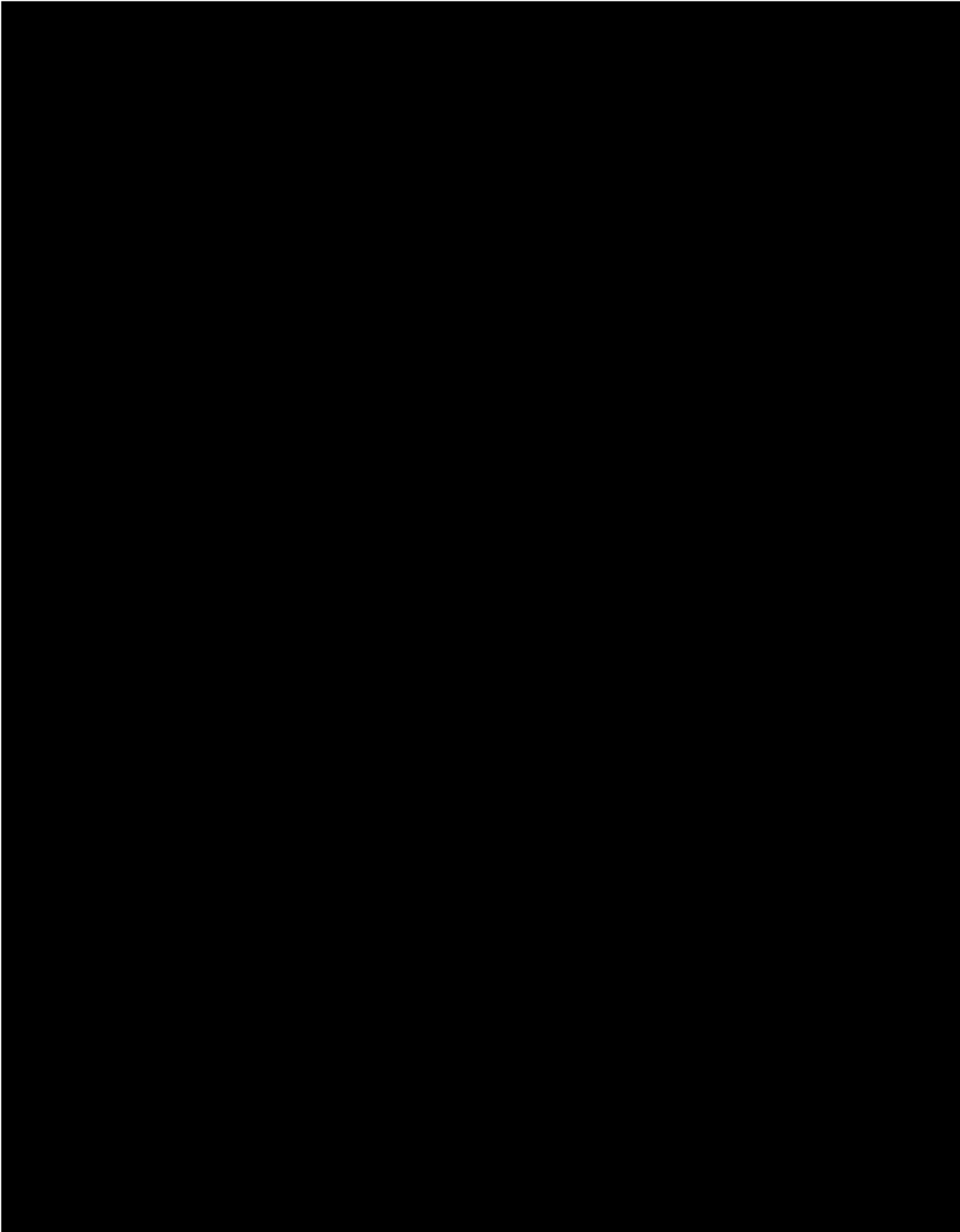
1.12. *"Purchase Price"* has the meaning given in Section 3.1.

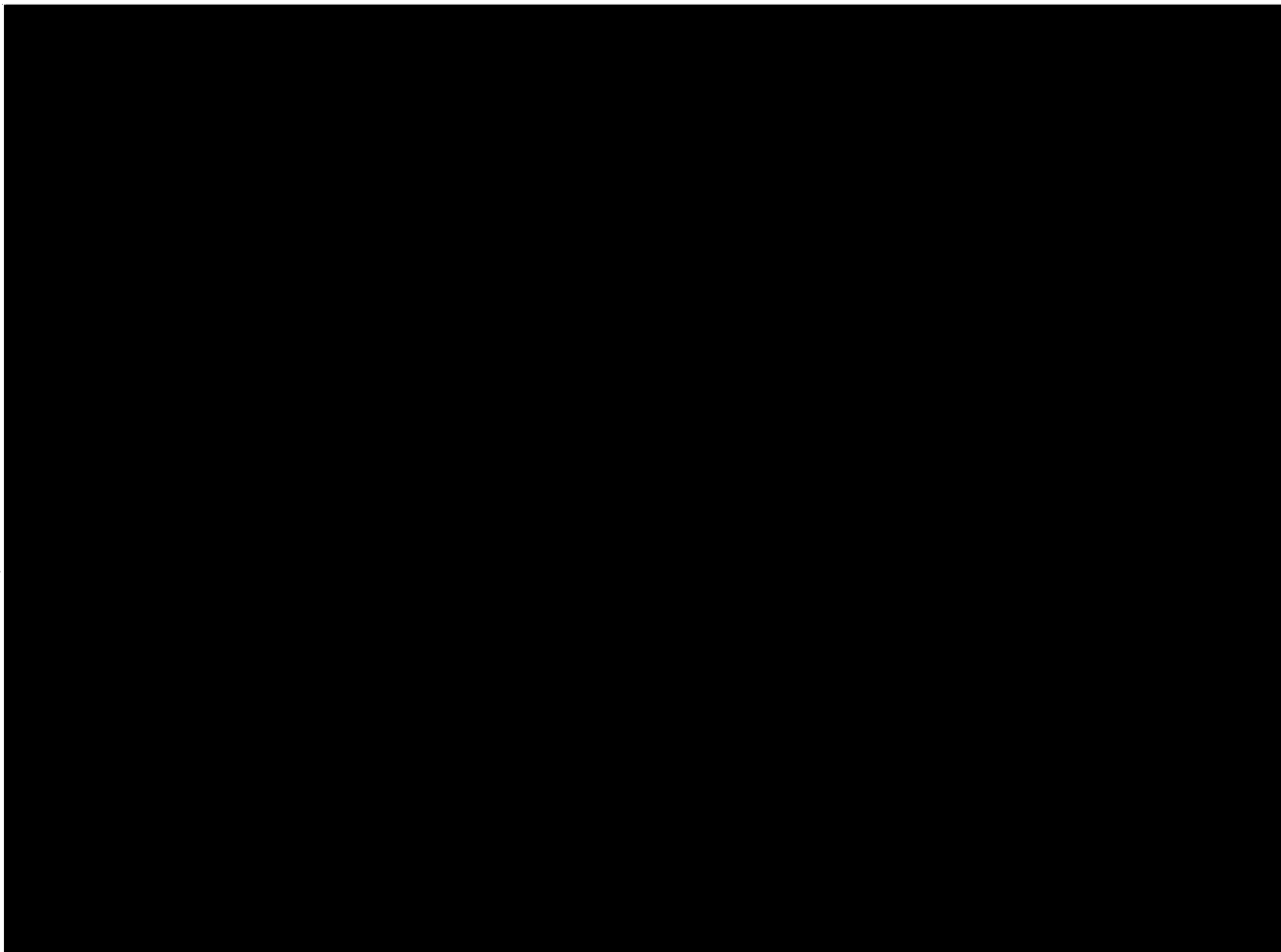


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- 1.15. "Sale Assets" means all (1) Patents, (2) Intellectual Property to the extent described or embodied in the Records, (3) Know-How and (4) Records, and, in each case, all associated goodwill, including all rights thereunder, remedies against past and future infringement and rights to protection of interest therein under the laws of all jurisdictions.
- 1.16. "Seller Group" means Seller and its Affiliates, including without limitation GE Oil & Gas.
- 1.17. "Seller Successor" means a corporate successor of Seller or its Affiliates or a Person who purchases substantially all the assets of Seller or a direct or indirect parent company of Seller or its Affiliates.
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2. TRANSFER OF SALE ASSETS, LICENSES, AND ADDITIONAL RIGHTS

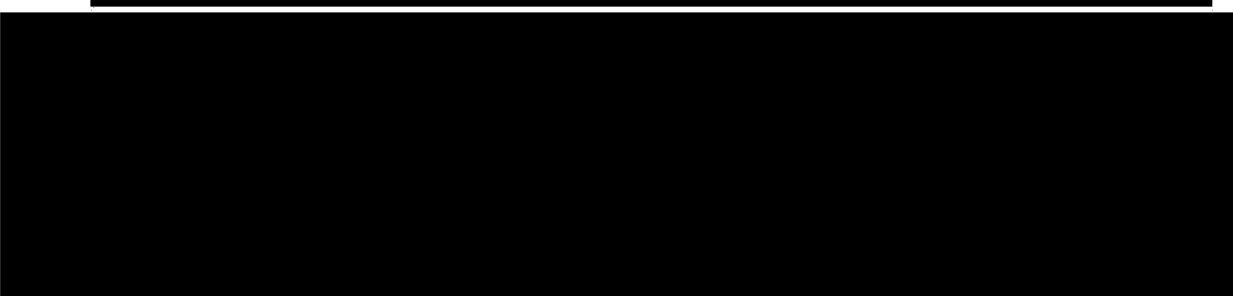
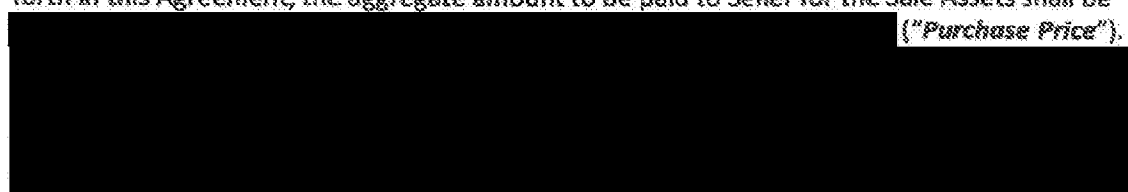
- 2.1. Agreement to Purchase and Sell. Subject to the terms and conditions herein, and in consideration of the Purchase Price, Seller will and hereby does grant, sell, assign, transfer and convey to Purchaser or its designated Affiliate(s), and Purchaser or its designated Affiliate(s) will and hereby does purchase and acquire from Seller effective on and from the Effective Date, with full title guarantee and free of any Encumbrances, all right, title and interest Seller has in and to the Sale Assets.
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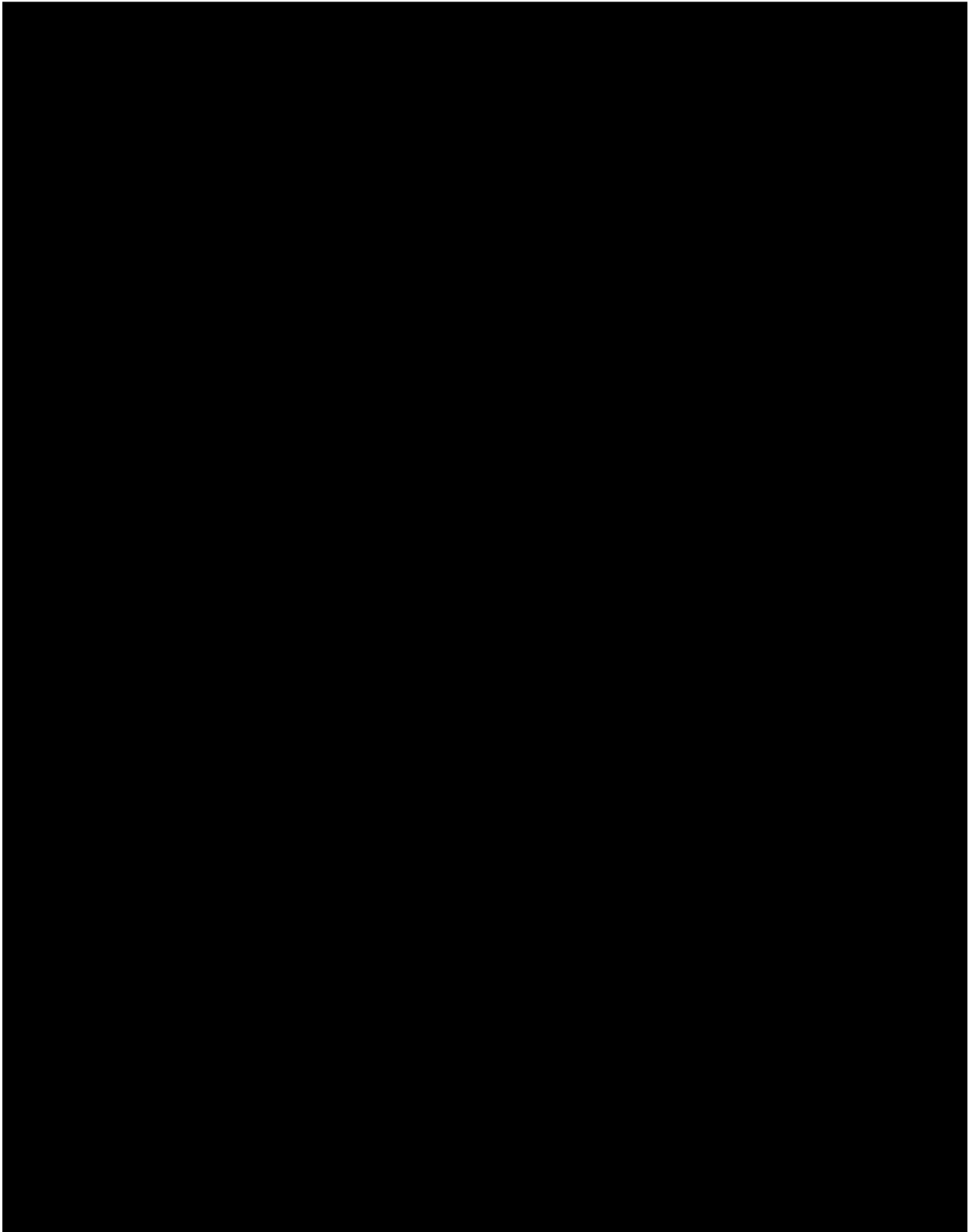


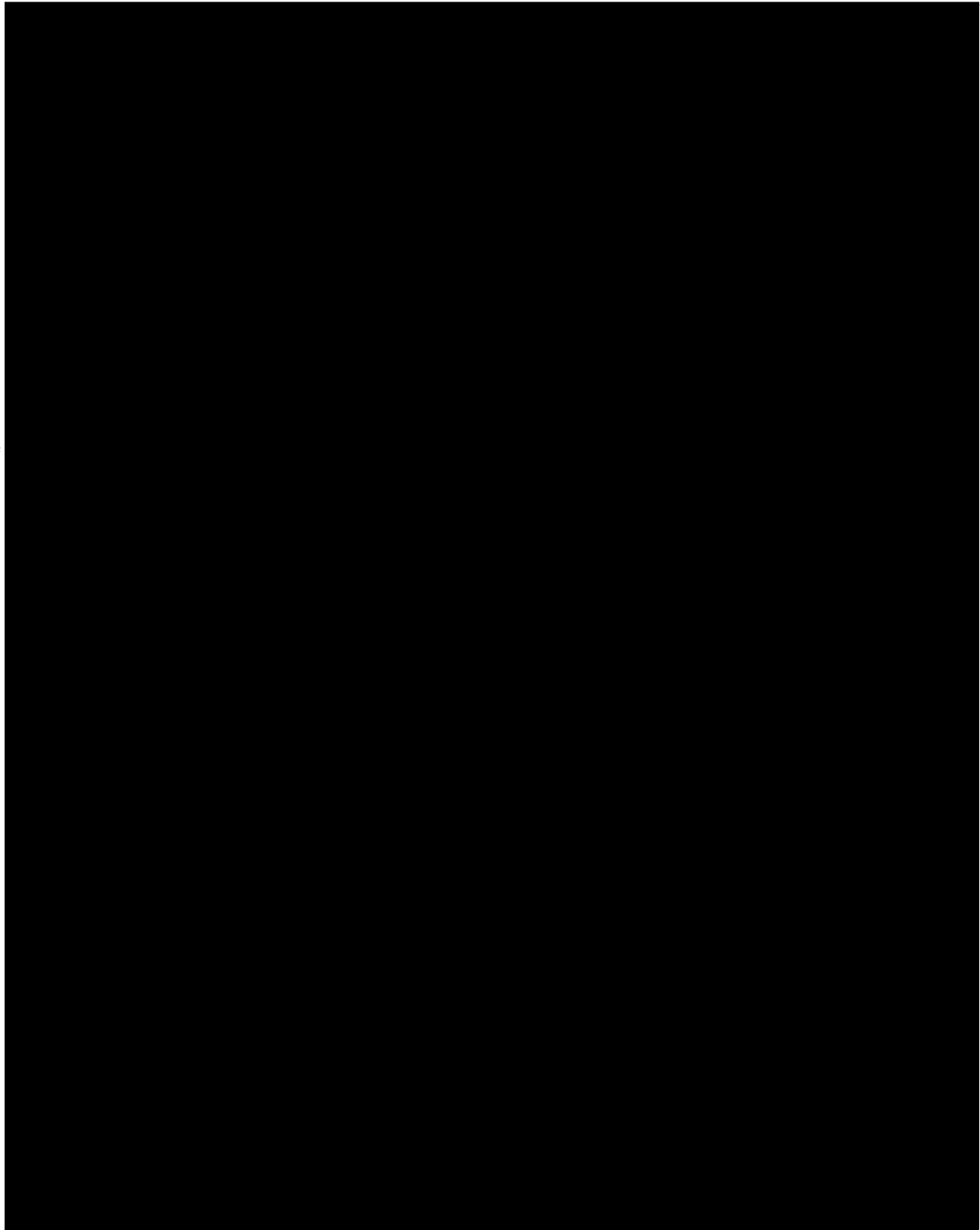


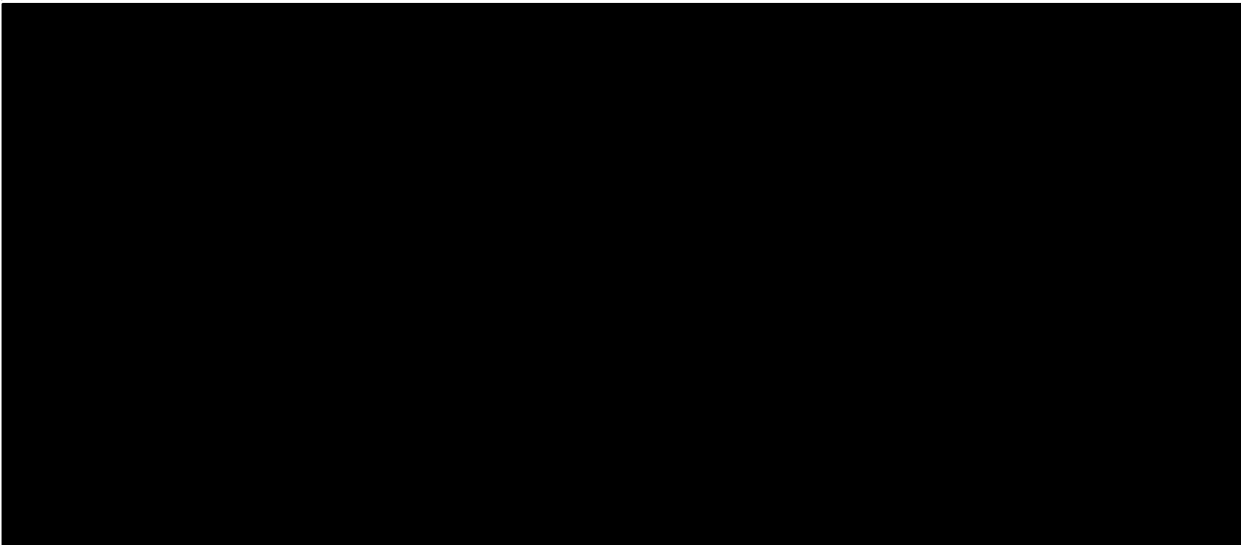
3. PURCHASE PRICE AND PAYMENTS

3.1. Purchase Price. In consideration for the transfer of rights and obligations of the Parties as set forth in this Agreement, the aggregate amount to be paid to Seller for the Sale Assets shall be [redacted] ("*Purchase Price*").



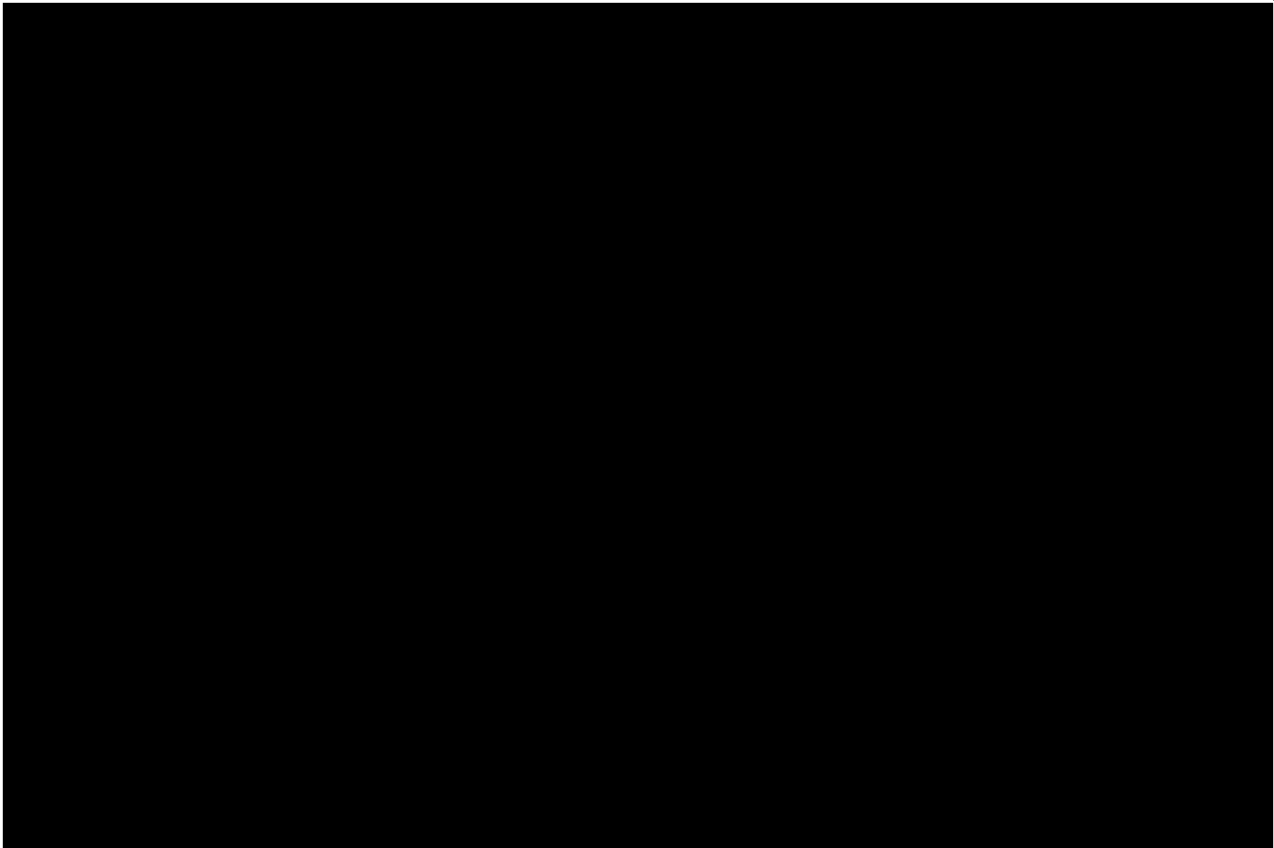


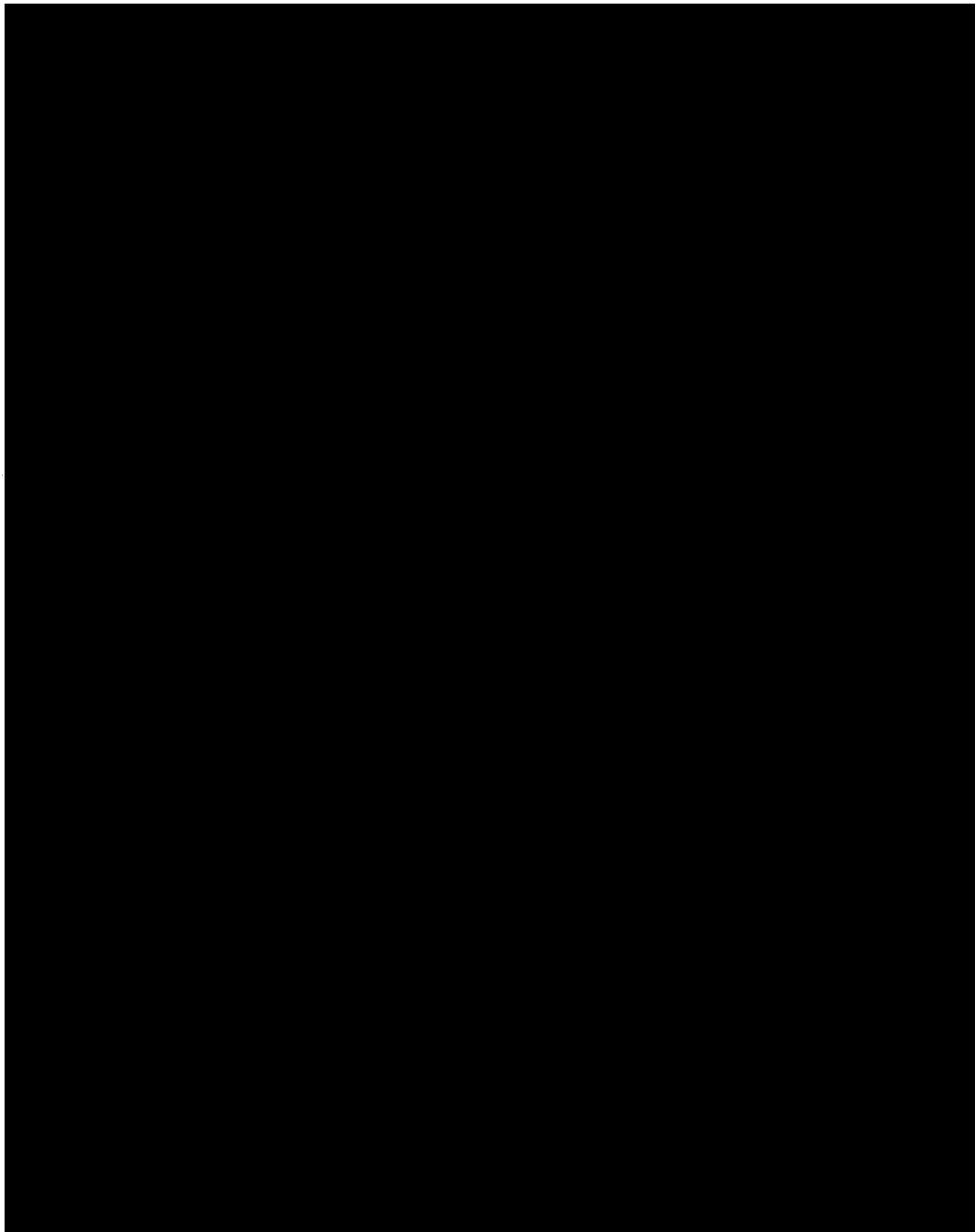




7. DELIVERY;CLOSING

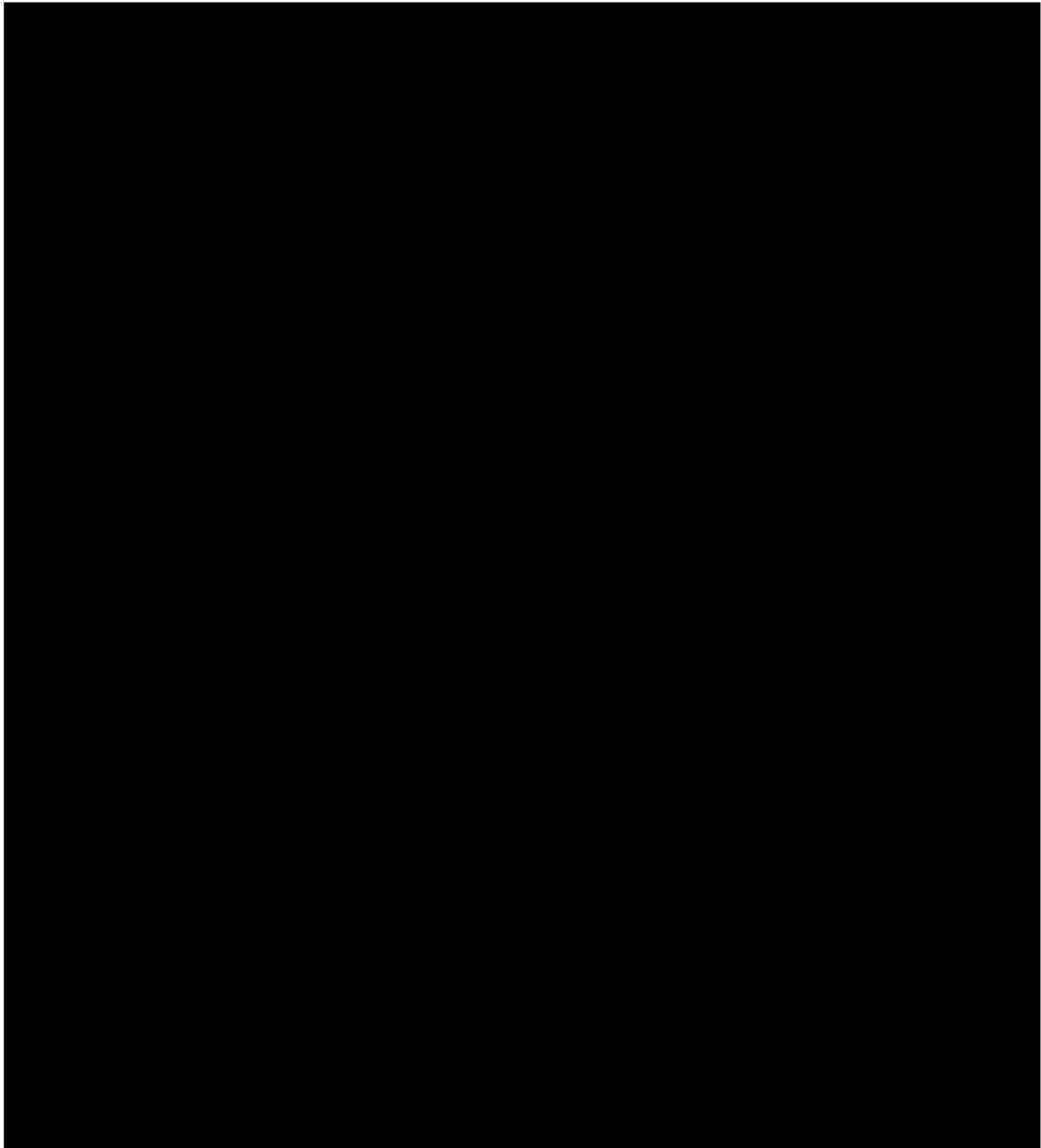
7.1. No later than 30 days from the Effective Date ("*Closing Date*"), provided that Purchaser has paid the entire Purchase Price to Seller pursuant to Section 3.1, Seller shall deliver, or cause to be delivered, via reliable trackable courier, to Purchaser the following:



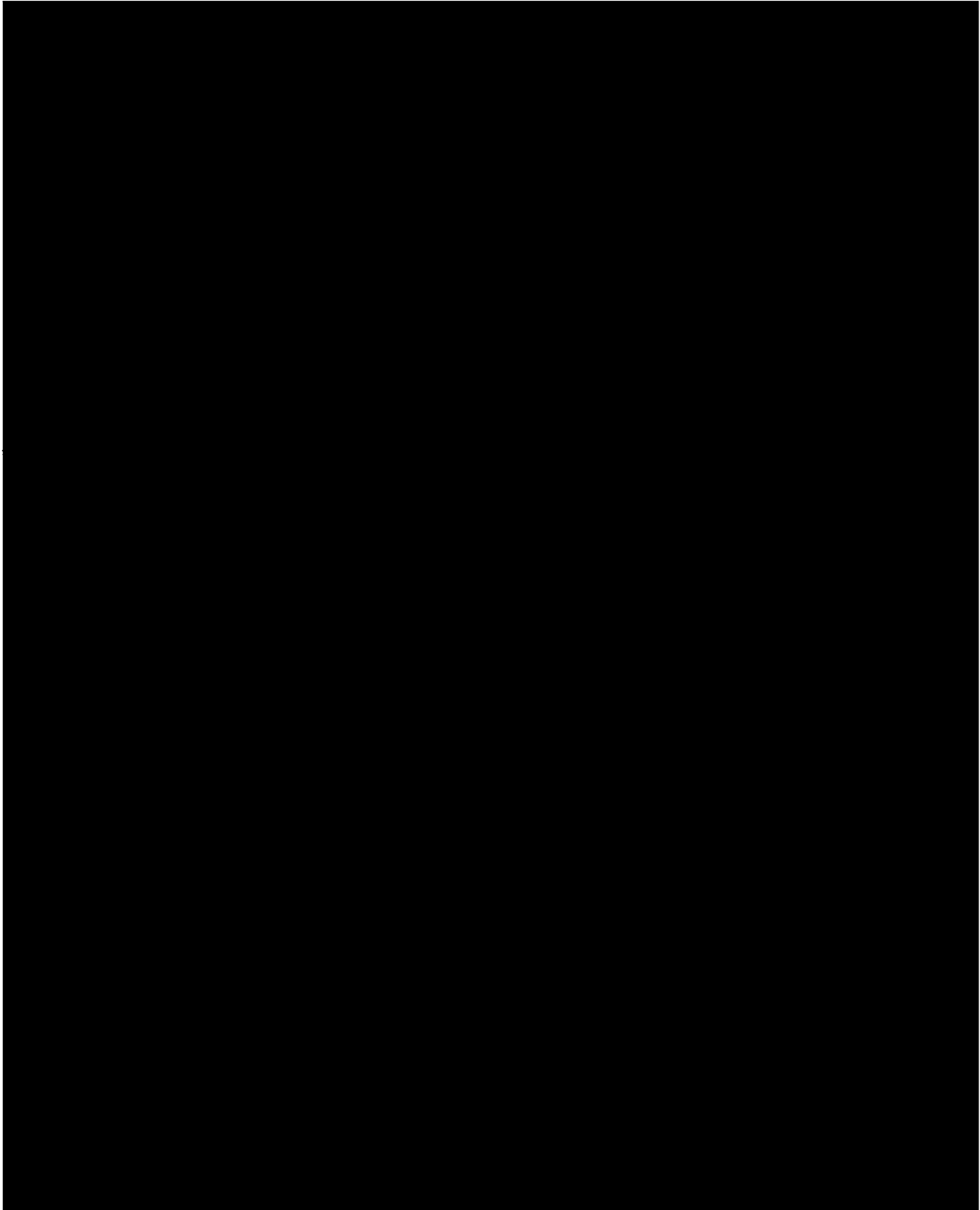


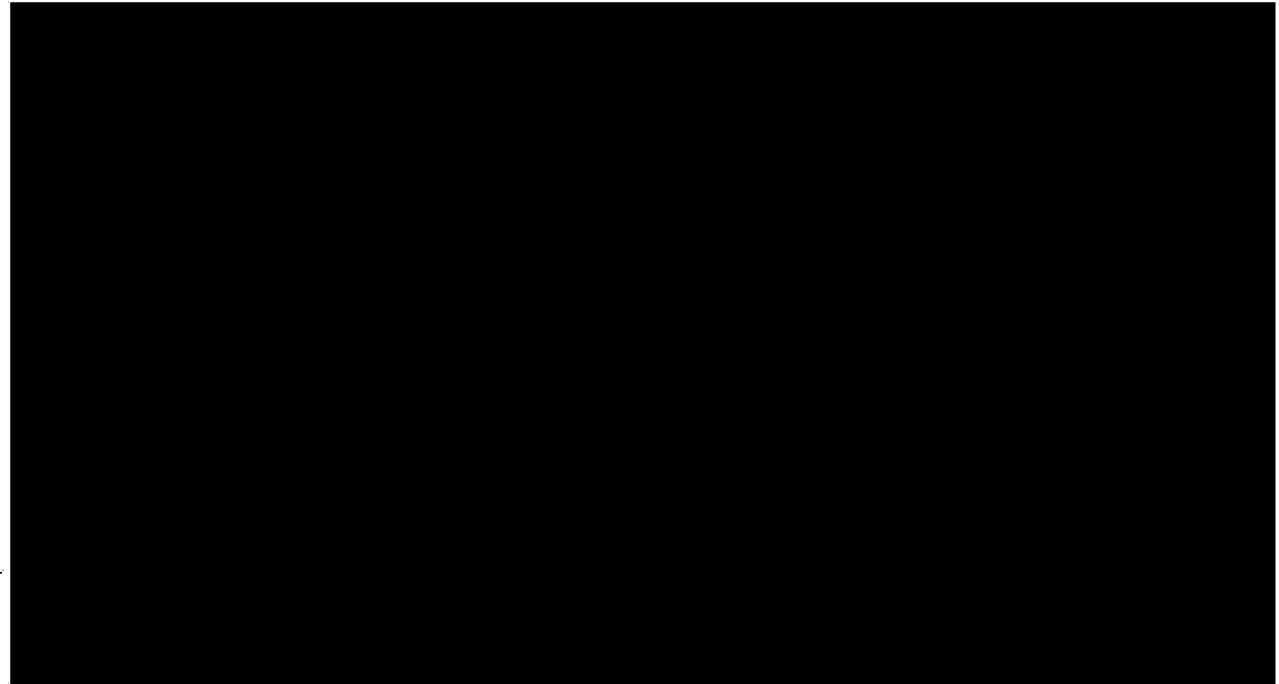


10. GENERAL PROVISIONS



10.5. Schedules and Exhibits. The Schedules and Exhibits are hereby incorporated into this Agreement and are hereby made a part thereof as if set out in full herein.





IN WITNESS WHEREOF, the Parties have executed this Intellectual Property Asset Purchase Agreement as a deed on the Effective Date:

KEY ENERGY TECHNOLOGIES COMPANY LTD	SONDEX WIRELINE LIMITED
By: <u>Lifeng Tong</u>	By: <u>Susan C. Nagano</u>
Name: <u>Lifeng (Frank) Tong</u>	Name: <u>Susan C. Nagano</u>
Title: <u>CEO & President</u>	Title: <u>COMMERCIAL C.E. LEADER</u>
In the presence of the following witness:	In the presence of the following witness:

<p><i>[Signature]</i> Name <u>Forrest Gordon</u> <u>601 Sawyer, #600</u> Address <u>Houston, Tx 77007</u></p>	<p>Witness <i>[Signature]</i> Name <u>MAZHAR MAHMOUD</u> <u>4424 W SAM HOUSTON PKWY N</u> Address <u>HOUSTON, TX 77041</u></p>
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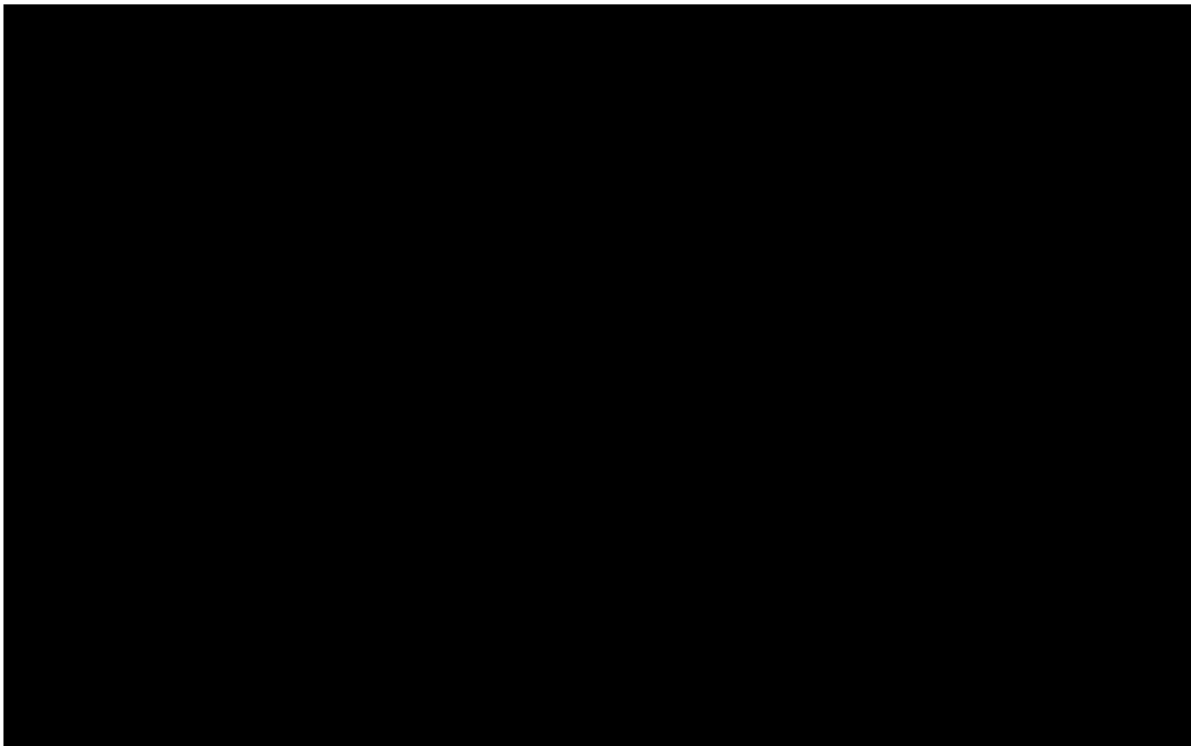
EXHIBIT 1
Assignment (Patents)

SCHEDULE 1
Patents

Docket Number	Filing Suffix	Title	Filing Country Code	Filing Status	Description	Application Number	Application Date	Patent Number	Patent Number w/ Country	Issue Date	List of All Filing Inventors
235143		4 Rotary Steerable Tool	GB	Issued		0710275.9	5/30/2007	3438729	GB2438729	7/15/2008	Victor Allan, Rory Tulloch
235143		5 Rotary Steerable Tool	CA	Issued		2554320	5/30/2007	2554320	CA2554320	1/13/2015	Victor Allan, Rory Tulloch
235143		6 ROTARY STEERABLE TOOL	CN	Issued		200780019637.3	11/27/2008	200780019637.3	CN200780019637.3	3/28/2012	Victor Allan, Rory Tulloch
235143		7 Rotary Steerable Tool	MX	Issued		MX/a/2008/015221	5/30/2007	298181	MX298181	6/30/2012	Victor Allan, Rory Tulloch
235143		8 Rotary Steerable Tool	RU	Filed		2308147103	5/30/2007		RU		Victor Allan, Rory Tulloch
235143		9 Rotary Steerable Tool	US	Issued		12302523	11/26/2008	8011438	US8011448	9/5/2011	Victor Allan, Rory Tulloch
237813		3 ORIENTATION SENSOR FOR DOWNHOLE TOOL	CA	Issued		2588329	11/26/2009	2588329	CA2588329	6/7/2016	Victor Allan -Lead
237813		4 ORIENTATION SENSOR FOR DOWNHOLE TOOL	CN	Filed		200880018500.0	11/30/2008		CN		Victor Allan -Lead
237813		5 ORIENTATION SENSOR FOR DOWNHOLE TOOL	GB	Issued		0920074.2	4/23/2008	2464840	GB2464840	10/3/2012	Victor Allan -Lead
237813		7 ORIENTATION SENSOR FOR DOWNHOLE TOOL	EP	Filed		0837088.8	4/23/2008		EP		Victor Allan -Lead
237981		10 VERTICAL DIRECTION ADJUSTMENT TOOL FOR DOWNHOLE	NO	Issued		09762361.0	6/20/2009	2247615	NO2247615	9/25/2013	Victor Allan, Rory Tulloch, Roger Findlay, Allan
237981		3 VERTICAL DRILLING TOOL	CA	Issued		2693023	6/20/2008	2593023	CA2693023	2/2/2016	Victor Allan, Rory Tulloch, Roger Findlay, Allan

Schedule 1

237981	4	VERTICAL DIRECTION ADJUSTMENT TOOL FOR DOWNHOLE	CN	Issued	200680105336.7	2/24/2010	200680105336.7	CN200800105336.7 7	5/29/2013	Victor Allan, Rory Tulloch, Roger Findlay, Allan
237981	5	VERTICAL DRILLING TOOL	GB	Issued	0921817.3	6/20/2008	2452870	G82462970	11/2/2011	Victor Allan, Rory Tulloch, Roger Findlay, Allan
237981	6	VERTICAL DRILLING TOOL	US	Issued	12686474	12/23/2009	7954561	US7954561	8/7/2011	Victor Allan, Rory Tulloch, Roger Findlay, Allan
237981	8	VERTICAL DIRECTION ADJUSTMENT TOOL FOR DOWNHOLE	DE	Issued	08762581.0	6/20/2008	2247815	DE2247815	9/25/2013	Victor Allan, Rory Tulloch, Roger Findlay, Allan
237981	9	VERTICAL DIRECTION ADJUSTMENT TOOL FOR DOWNHOLE	FR	Issued	08762581.0	6/20/2008	2247815	FR2247815	9/25/2013	Victor Allan, Rory Tulloch, Roger Findlay, Allan
241475	1	ROTARY STEERABLE TOOL	US	Issued	12766132	4/23/2010	8286733	US8286733	10/16/2012	Rory Tulloch - Lead, Colin Blair, John Oates
241475	1	ROTARY STEERABLE TOOL	US	Issued	12766132	4/23/2010	8286733	US8286733	10/16/2012	Rory Tulloch - Lead, Colin Blair, John Oates
241475	1	ROTARY STEERABLE TOOL	US	Issued	12766132	4/23/2010	8286733	US8286733	10/16/2012	Rory Tulloch - Lead, Colin Blair, John Oates
241475	1	ROTARY STEERABLE TOOL	US	Issued	12766132	4/23/2010	8286733	US8286733	10/16/2012	Rory Tulloch - Lead, Colin Blair, John Oates
241475	2	ROTARY STEERABLE TOOL	CA	Filed	2736781	4/7/2011		CA		Rory Tulloch - Lead, Colin Blair, John Oates
241475	3	ROTARY STEERABLE TOOL	CN	Issued	201110107903.6	4/19/2011	201110107903.6	CN201110107903.6 6	9/30/2015	Rory Tulloch - Lead, Colin Blair, John Oates
241475	4	ROTARY STEERABLE TOOL	EP	Filed	11162728.7	4/15/2011		EP		Rory Tulloch - Lead, Colin Blair, John Oates
241475	5	ROTARY STEERABLE TOOL	MX	Issued	MX/a/2011/004180	4/18/2011	318001	MX318001	2/13/2014	Rory Tulloch - Lead, Colin Blair, John Oates
241475	6	ROTARY STEERABLE TOOL	RU	Issued	2011115530	4/21/2011	3564546	RU2564546	10/10/2015	Rory Tulloch - Lead, Colin Blair, John Oates



FIRST AMENDMENT TO INTELLECTUAL PROPERTY ASSET PURCHASE AGREEMENT

This FIRST AMENDMENT TO INTELLECTUAL PROPERTY ASSET PURCHASE AGREEMENT ("*First Amendment*"), effective 31 December 2016, is made by and between KET Energy Technologies Company Ltd, a corporation incorporated in Hong Kong, with a place of business at Rooms 05-15, 13A/F, South Tower, World Finance Centre, Harbour City, Kowloon, Hong Kong, China ("*Original Purchaser*"); Sondex Wireline Limited, a corporation incorporated in the United Kingdom, with a place of business at Cody Technology Park, Building X107 Range Road, Farnborough GU14 0FG, United Kingdom ("*Seller*"); and KET Resources Co., Ltd., a corporation incorporated in Hong Kong, with a place of business at JD201, Room B, 14/F., Wah Hen Commercial Building, 383 Hennessy Road, Wanchai, Hong Kong, China ("*Substitute Purchaser*") (collectively, the "*Amending Parties*").

RECITALS

WHEREAS, on 31 December 2016, Original Purchaser and Seller entered into an Intellectual Property Asset Purchase Agreement ("*Agreement*").

WHEREAS, Substitute Purchaser desires that all rights and obligations of Original Purchaser under the Agreement be transferred to and assumed by Substitute Purchaser.

WHEREAS, Substitute Purchaser has paid to Seller the Purchase Price set forth in the Agreement.

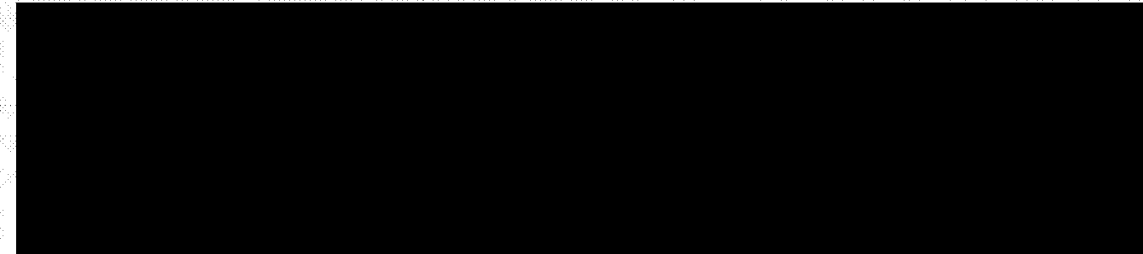
WHEREAS, Original Purchaser and Seller wish to amend the terms of the Agreement to replace Original Purchaser with Substitute Purchaser, as set forth below.

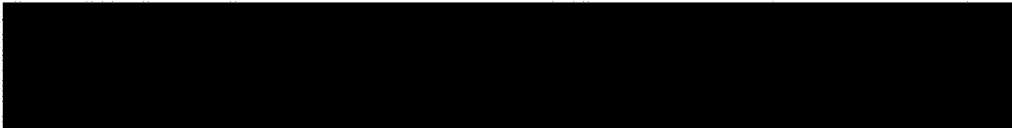
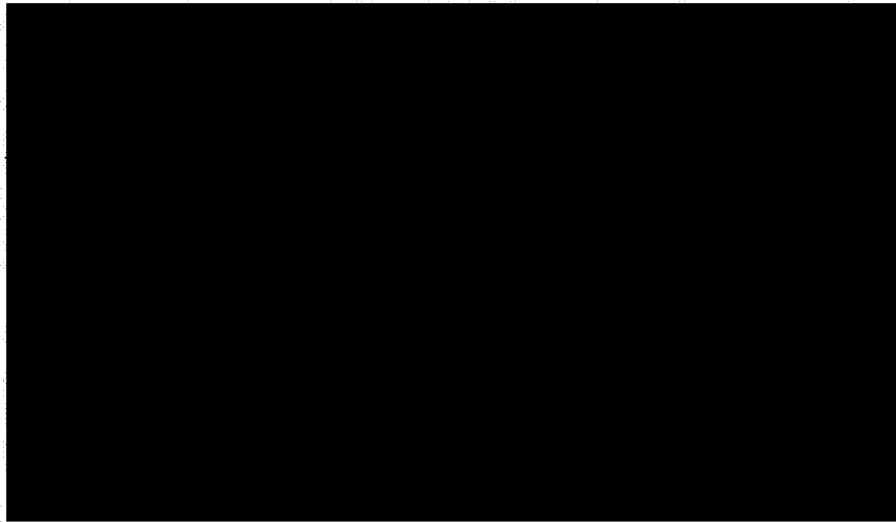
NOW, THEREFORE, in consideration of the foregoing and the respective warranties, covenants, agreements and conditions hereinafter set forth, and intending to be legally bound hereby, each Party hereby agrees as follows:

AGREEMENT

1. The Preamble of the Agreement shall be deleted in its entirety and replaced with the following:

This INTELLECTUAL PROPERTY ASSET PURCHASE AGREEMENT ("*Agreement*") is entered into on 31st Dec 2016 ("*Effective Date*") by and between KET Resources Co., Ltd., a corporation incorporated in Hong Kong, with a place of business at JD201, Room B, 14/F., Wah Hen Commercial Building, 383 Hennessy Road, Wanchai, Hong Kong, China ("*Purchaser*") and Sondex Wireline Limited, a corporation incorporated in the United Kingdom, with a place of business at Cody Technology Park, Building X107 Range Road, Farnborough GU14 0FG, United Kingdom ("*Seller*"). Purchaser and Seller may be referred to herein individually as a "*Party*" and collectively as the "*Parties*."





3. The original Exhibit 1 of the Agreement ("*Original Exhibit 1*") shall be deleted in its entirety and replaced with the attached Exhibit 1 (Substitute). Additionally, any executed versions of the Original Exhibit 1 shall be deemed null and void.
4. It is the intent of the Amending Parties that all rights and obligations of Original Purchaser under the Agreement shall be transferred to and assumed by Substitute Purchaser, as if Substitute Purchaser, not Original Purchaser, had entered into the Agreement with Seller on the Effective Date.
5. All other terms of the Agreement remain in full force and effect and there are no other changes except as expressly described herein.

IN WITNESS WHEREOF, the Amending Parties have executed this First Amendment on the date or dates noted below:

<p>KET ENERGY TECHNOLOGIES COMPANY LTD</p> <p>By: <u>Lifeng Tong</u></p> <p>Name: <u>Lifeng (Frank) Tong</u></p> <p>Title: <u>CEO & President</u></p> <p>Date: <u>2017/09/27</u></p> <p>In the presence of the following witness:</p> <p>Witness: <u>Way Huiyong</u></p>	<p>SONDEX WIRELINE LIMITED</p> <p>By: <u>[Signature]</u></p> <p>Name: <u>AAE KHAYYAT</u></p> <p>Title: <u>Director</u></p> <p>Date: <u>30/9/17</u></p> <p>In the presence of the following witness:</p> <p>Witness: <u>[Signature]</u></p>
<p>KET RESOURCES CO., LTD.</p> <p>By: <u>Lifeng Tong</u></p> <p>Name: <u>Lifeng (Frank) Tong</u></p> <p>Title: <u>CEO & President</u></p> <p>Date: <u>2017/09/27</u></p> <p>In the presence of the following witness:</p> <p>Witness: <u>Way Huiyong</u></p>	<p>STEVEN INCHLOCK-SMITH DIRECTOR</p>

Exhibit 1 (Substitute)
PATENT ASSIGNMENT

This Patent Assignment is made and entered into effective the 31st day of December, 2016, by and between Sondex Wireline Limited, with a place of business at Cody Technology Park, Building X107 Range Road, Farnborough GU14 0FG, United Kingdom ("Assignor"), and KET Resources Co., Ltd., with a place of business at JD201, Room B, 14/F., Wah Hen Commercial Building, 383 Hennessy Road, Wanchai, Hong Kong, China ("Assignee").

WHEREAS, pursuant to an Intellectual Property Asset Purchase Agreement between Assignor and Assignee dated the 31st day of December, 2016 ("Effective Date"), as amended, Assignor agreed to transfer, sell and assign to Assignee all of its right, title and interest in the patents and patent applications set forth in Schedule 1 (the "Patents"), including any patent applications claiming priority to said patent applications, and patents to be obtained therefor and thereon.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby confirms having transferred, sold, and assigned to Assignee, effective as of the Effective Date, all right, title and interest in and to said Patents, the same to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns, or other legal representatives, to the end of the term or terms for which the Patents are granted, reexamined, or reissued, as fully and entirely as would have been held and enjoyed by Assignor if this assignment had not been made.

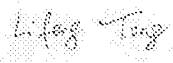
Sondex Wireline Limited
(Assignor)



Name: Amer Khayyat

Title: Director

KET Resources Co., Ltd.
(Assignee)



Name: Lifeng (Frank) Tong

Title: CEO & President