

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5821192

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
COVAR APPLIED TECHNOLOGIES, INC.	11/04/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	HELMERICH & PAYNE TECHNOLOGIES, LLC
<b>Street Address:</b>	1437 S. BOULDER AVE., SUITE 1400
<b>City:</b>	TULSA
<b>State/Country:</b>	OKLAHOMA
<b>Postal Code:</b>	74119-3623
<b>PROPERTY NUMBERS Total: 8</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	14938467
Application Number:	14938962
Application Number:	14939089
Application Number:	14938523
Application Number:	15252319
Application Number:	15251994
Application Number:	15251940
Application Number:	16502689
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	7137581105
<b>Email:</b>	iptldocket@velaw.com
<b>Correspondent Name:</b>	W. SCOTT BROWN
<b>Address Line 1:</b>	1001 FANNIN STREET, SUITE 2500
<b>Address Line 4:</b>	HOUSTON, TEXAS 77002
<b>ATTORNEY DOCKET NUMBER:</b>	HEL768
<b>NAME OF SUBMITTER:</b>	W. SCOTT BROWN
<b>SIGNATURE:</b>	/wsb/

<b>DATE SIGNED:</b>	11/14/2019
	This document serves as an Oath/Declaration (37 CFR 1.63).
<b>Total Attachments: 5</b> source=Project Spectrum - CoVar-HPT IP Assignment Agreement (Execution Version)#page1.tif source=Project Spectrum - CoVar-HPT IP Assignment Agreement (Execution Version)#page2.tif source=Project Spectrum - CoVar-HPT IP Assignment Agreement (Execution Version)#page3.tif source=Project Spectrum - CoVar-HPT IP Assignment Agreement (Execution Version)#page4.tif source=Project Spectrum - CoVar-HPT IP Assignment Agreement (Execution Version)#page5.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“Assignment”), dated as of November 4, 2019 (the “Effective Date”) is entered into between CoVar Applied Technologies, Inc., a Delaware corporation (“Assignor”) and Helmerich & Payne Technologies, LLC, a Delaware limited liability company (“Assignee”). Each of the parties to this Assignment is sometimes referred to individually in this Assignment as a “Party,” and all of the parties to this Assignment are sometimes collectively referred to in this Assignment as the “Parties.”

The Assignor and Assignee have entered into that certain Intellectual Property Transfer Agreement dated as of the Effective Date (the “IPTA”).

Under the IPTA, the Assignor has agreed to assign to the Assignee all right, title and interest in and to the Transferred IP, including the patents and patent applications set forth on the attached Schedule 1 (collectively, the “Patents”), and the Assignee has agreed to acquire all right, title and interest in and to the Transferred IP.

In consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used in this Assignment but not defined in this Assignment have the meaning ascribed to them in the IPTA.

2. Assignment. The Assignor hereby, absolutely and unconditionally, conveys, sells, assigns, transfers, grants and sets over unto the Assignee, all worldwide rights, title and interest and benefit in and to the Patents, together the right to all past, present and future income, royalties, damages and payments due with respect to the foregoing and all rights of action, both at law and in equity with respect thereto, including all rights to sue, settle any claims, and collect all damages for any past, present, or future infringement or misappropriation of the Patents, the same to be held and enjoyed by the Assignee, its successors and assigns forever, as fully and entirely as the same could have been held and enjoyed by the Assignor if this sale had not been made and the Assignee does hereby accept such sale, assignment, transfer, grant, conveyance and set over.

3. Recordation. The Assignor authorizes and requests the U.S. Patent and Trademark Office, or any foreign equivalent thereto, and any other Governmental Body to record the Assignee, including any of its successors and designees, as owner of the Patents and of the entire title and interest in, to and under the same, for the use and enjoyment of the Assignee, its successors, assigns and other legal representatives. The Assignor shall, at Assignee’s expense, take such steps and actions following the date hereof as may be reasonably requested by Assignee, including the execution of any lawful documents or other similar items, to ensure the recordation of the Patents assigned to the Assignee, or any assignee or successor thereto.

4. Successor and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

5. Counterparts. This Assignment may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

Assignor:

COVAR APPLIED TECHNOLOGIES, INC.

By M W W

Name: Mark Hibbard

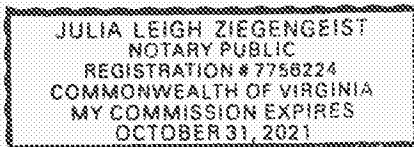
Title: President

STATE OF Virginia §  
COUNTY OF Fairfax §

BEFORE ME, the undersigned authority, on this 1 day of November, 2019, personally appeared Mark Hibbard, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

J Ziegengest  
Notary or Consular Officer

[SEAL]



11/1/2019

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

Assignor:  
COVAR APPLIED TECHNOLOGIES, INC.

By \_\_\_\_\_

Name:

Title:

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

\_\_\_\_\_  
Notary or Consular Officer

[SEAL]

Assignee:  
HELMERICH & PAYNE TECHNOLOGIES, LLC

By \_\_\_\_\_

Name: *Todd Benson*

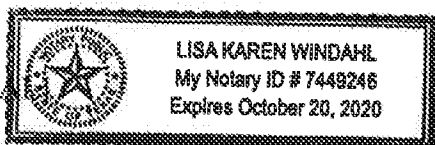
Title: *President*

STATE OF *Texas* §

COUNTY OF *Dallas* §

BEFORE ME, the undersigned authority, on this *4th* day of *November*, 2019, personally appeared *Todd Benson*, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

[SEAL]



*Lisa Karen Windahl*  
Notary or Consular Officer

**Schedule 1****Patents**

<b>Appl. No. (Jurisdiction)</b>	<b>Appl. Filing Date</b>	<b>Title</b>	<b>Publication No. (Patent No.)</b>
2,967,771 (Canada)	11/11/2015	SYSTEM AND METHOD FOR INHIBITING OR CAUSING AUTOMATED ACTIONS BASED ON PERSON LOCATIONS ESTIMATED FROM MULTIPLE VIDEO SOURCES	
2,967,774 (Canada)	11/12/2015	SYSTEM AND METHOD FOR MEASURING CHARACTERISTICS OF CUTTINGS AND FLUID FRONT LOCATION DURING DRILLING OPERATIONS WITH COMPUTER VISION	
2,967,797 (Canada)	11/12/2015	SYSTEM AND METHOD FOR LOCATING, MEASURING, COUNTING, AND AIDING IN THE HANDLING OF DRILL PIPES	
2,967,773 (Canada)	11/11/2015	SYSTEM AND METHOD FOR ESTIMATING RIG STATE USING COMPUTER VISION FOR TIME AND MOTION STUDIES	
14/938,467 (U.S.)	11/11/2015	SYSTEM AND METHOD FOR INHIBITING OR CAUSING AUTOMATED ACTIONS BASED ON PERSON LOCATIONS ESTIMATED FROM MULTIPLE VIDEO SOURCES	US 2016-0134843 A1
14/938,962 (U.S.)	11/12/2015	SYSTEM AND METHOD FOR MEASURING CHARACTERISTICS OF CUTTING DURING DRILLING OPERATIONS WITH COMPUTER VISION	US 2016-0130928 A1
14/939,089 (U.S.)	11/12/2015	SYSTEM AND METHOD FOR LOCATING, MEASURING, COUNTING, AND AIDING IN THE HANDLING OF DRILL PIPES	US 2016-0130889 A1
14/938,523 (U.S.)	11/11/2015	SYSTEM AND METHOD FOR ESTIMATING RIG STATE USING COMPUTER VISION FOR TIME AND MOTION STUDIES	US 2016-0130917 A1
15/252,319 (U.S.)	8/31/2016	SYSTEM AND METHOD FOR MEASURING FLUID FRONT POSITION ON SHALE SHAKERS	US 2017-0056929 A1 (9,908,148)
15/251,994 (U.S.)	8/30/2016	SYSTEM AND METHOD FOR ESTIMATING DAMAGE TO A SHAKER TABLE SCREEN USING COMPUTER VISION	US-2017-0056928-A1
15/251,940 (U.S.)	8/30/2016	SYSTEM AND METHOD FOR ESTIMATING CUTTING VOLUMES ON SHALE SHAKERS	US-2017-0058620-A1
16/502,689 (U.S.)	7/3/2019	SYSTEM AND METHOD FOR ESTIMATING RIG STATE USING COMPUTER VISION FOR TIME AND MOTION STUDIES	(Unpublished)