

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7256847

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
EPIC APPLIED TECHNOLOGIES, LLC	01/13/2020
RECEIVING PARTY DATA	
Name:	WHITE OAK PURCHASER, LLC
Street Address:	3 EMBARCADERO CENTER
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94111
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17106369
CORRESPONDENCE DATA	
Fax Number:	(225)926-2685
<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:	225-927-9908
Email:	info@roykiesel.com
Correspondent Name:	ROY KIESEL FORD DOODY NORTH
Address Line 1:	9100 BLUEBONNET CENTRE BLVD.
Address Line 2:	SUITE 100
Address Line 4:	BATON ROUGE, LOUISIANA 70809
ATTORNEY DOCKET NUMBER:	99368.12C6
NAME OF SUBMITTER:	BRETT A. NORTH
SIGNATURE:	/BrettA.North/
DATE SIGNED:	03/31/2022
Total Attachments: 11	
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BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

This BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated as of January 13, 2020 (the "Effective Date"), is made by and among White Oak Purchaser, LLC, a Delaware limited liability company ("Buyer"), on the one hand, and Epic Applied Technologies, LLC, a Delaware limited liability company, Epic Companies, LLC, a Delaware limited liability company, and Epic Diving & Marine Services, LLC, a Delaware limited liability company (each an "Asset Seller" and collectively the "Asset Sellers"), on the other hand. Capitalized terms used but not defined in this Amendment shall have the respective meanings ascribed to such terms in the Asset Purchase Agreement (defined below).

RECITALS

WHEREAS, the Asset Sellers own all of the Purchased Assets (as defined herein);

WHEREAS, the Asset Sellers wish to sell and assign to Buyer, and Buyer wishes to purchase and assume from the Asset Sellers, the Purchased Assets, subject to the terms and conditions set forth herein;

WHEREAS, the Asset Sellers and the Buyer have entered into that certain Asset Purchase Agreement, dated as of September 10, 2019 (the "Asset Purchase Agreement"); and

WHEREAS, pursuant to the terms and conditions of the Asset Purchase Agreement, (i) Buyer has agreed to purchase, acquire and accept from the Asset Sellers, and the Asset Sellers have agreed to sell, convey, assign, transfer and deliver to Buyer, all right, title and interest in, to and under the Purchased Assets used or held for use by the Asset Sellers and (ii) Buyer has agreed to assume, pay, perform and discharge, and the Asset Sellers have agreed to assign to Buyer, the Assumed Liabilities (as defined in the Asset Purchase Agreement);

NOW, THEREFORE, in consideration of the foregoing and of the mutual representations, warranties, covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

AGREEMENT

1. Purchased Assets and Assumed Liabilities. The Asset Sellers hereby sell, convey, assign, transfer and deliver to Buyer, and Buyer hereby purchases, acquires, accepts and assumes, the Asset Sellers' right, title and interest in and to the assets as set forth on Exhibit A (the "Purchased Assets") to the extent allowed by Section 363(f) of the Bankruptcy Code and each of the Assumed Liabilities and Buyer agrees to assume, pay, perform and discharge, as and when due, all of the Assumed Liabilities. The Purchased Assets will be sold, assigned, transferred and conveyed to Buyer on the Effective Date on an "AS IS" and "WHERE IS" basis, with no representations or warranties.

2. Purchase Price. The aggregate consideration to be paid by Buyer to the Asset Sellers shall, pursuant and subject to the terms of this Agreement, consist of an amount equal to (i) the Credit Bid of all of the DIP Obligations and all or a portion of the Prepetition Senior Credit Agreement Indebtedness in the aggregate amount equal to \$50,000,000, as authorized by the Bankruptcy Court (the "Purchase Price") and (ii) the assumption of \$40,000,000 of the indebtedness evidenced by the Prepetition Junior Credit Agreement (as defined in the Financing Order), pursuant to the provisions of the Prepetition Junior Credit Agreement (the "Debt Assumption"); provided, that any portion of the Prepetition Credit

Agreement Indebtedness that is not paid as part of the Purchase Price or the Debt Assumption shall remain a claim in the Bankruptcy Case.

3. AS-IS Sale. EXCEPT AS SET FORTH HEREIN, THE PURCHASED ASSETS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

4. AS-IS, Where is Disclaimer. BUYER ACKNOWLEDGES AND AGREES THAT UPON THE EFFECTIVE DATE THE ASSET SELLERS SHALL SELL AND CONVEY ALL OF EACH OF SUCH ASSET SELLER'S RIGHT, TITLE AND INTEREST IN AND TO THE PURCHASED ASSETS TO BUYER AND BUYER SHALL ACCEPT THE PURCHASED ASSETS "AS IS, WHERE IS, WITH ALL FAULTS." BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND NO ASSET SELLER IS LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PURCHASED ASSETS OR RELATING THERETO MADE OR FURNISHED BY ASSET SELLERS OR THEIR REPRESENTATIVES, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, EXCEPT FOR ANY REPRESENTATIONS OR WARRANTIES EXPRESSLY STATED HEREIN. BUYER ALSO ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PURCHASED ASSETS ARE BEING SOLD "AS IS, WHERE IS, WITH ALL FAULTS."

5. Terms of the Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Purchased Assets and Assumed Liabilities are incorporated herein by this reference. Each of the Asset Sellers and the Buyer acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

6. Severability. If any provision of this Agreement or the application of any provision hereof to any circumstances is held invalid, unenforceable, or otherwise illegal, the remainder of this Agreement and the application of such provision to other circumstances shall not be affected, and the provisions so held to be invalid, unenforceable, or otherwise illegal shall be reformed to the extent (and only to the extent) necessary to make it enforceable, valid and legal. Upon any such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties hereto, as expressed in the terms hereof, as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

7. Governing Law. This Agreement and all disputes arising out of or relating hereto shall be governed by and construed and enforced in accordance with the laws of the state of Delaware, without giving effect to any laws or choice of laws rules or principle that would cause the laws of any other jurisdiction to apply.

8. Counterparts. This Agreement may be executed and delivered in two or more counterparts, and by the different parties in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same Agreement. Exchange and delivery of this Agreement by exchange of facsimile or other electronic copies bearing the signatures (which may be an electronic signature) of a party hereto shall constitute

valid and binding execution and delivery of this Agreement by such party hereto. Such facsimile or electronic copies shall constitute legally enforceable original documents.

9. No Third Party Beneficiaries. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns, and nothing herein, express or implied, is intended to or shall confer upon any other Person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

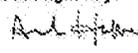
10. Amendments. No amendment, supplement or modification of this shall be effective unless in writing signed by Buyer and the Asset Sellers.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

BIN WITNESS WHEREOF, the undersigned have executed this Bill of Sale and Assignment and Assumption Agreement as of the date first written above.

BUYER:

WHITE OAK PURCHASER, LLC

DocuSigned by:

B01F9C36C5B447E...

By: _____
Name: Andre Hakkak
Title: Chief Executive Officer

ASSET SELLERS:

EPIC APPLIED TECHNOLOGIES, LLC

By: _____
Name: _____
Title: _____

EPIC COMPANIES, LLC

By: _____
Name: _____
Title: _____

EPIC DIVING & MARINE SERVICES, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Bill of Sale and Assignment and Assumption Agreement as of the date first written above.

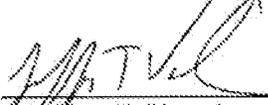
BUYER:

WHITE OAK PURCHASER, LLC

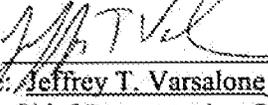
By: _____
Name: _____
Title: _____

ASSET SELLERS:

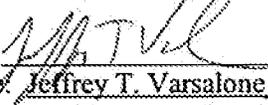
EPIC APPLIED TECHNOLOGIES, LLC

By:  _____
Name: Jeffrey T. Varsalone
Title: Chief Restructuring Officer

EPIC COMPANIES, LLC

By:  _____
Name: Jeffrey T. Varsalone
Title: Chief Restructuring Officer

EPIC DIVING & MARINE SERVICES, LLC

By:  _____
Name: Jeffrey T. Varsalone
Title: Chief Restructuring Officer

[Signature Page to Bill of Sale and Assignment and Assumption Agreement]

EXHIBIT A
PURCHASED ASSETS

[See attached]

Schedule 2.1
PURCHASED ASSETS

Vessels:

1. The EPIC EXPLORER vessel, official Number 603607 flagged in the United States, together with all masts, boilers, cables, engines, machinery, bowsprits, sails, rigging, boats, anchors, chains, tackle, apparel, furniture, fittings, tools, pumps, equipment, fuel, supplies, spare parts and all other attachments and appurtenances belonging to such vessel or affixed to such vessel or in storage (the "Explorer") and all right, title and interest, in and to any and all assets owned by Epic Diving & Marine (except Excluded Assets), including, solely to the extent owned or in possession by Epic Diving & Marine at the Closing Date: (A) all engines, fuel inventories, boilers, machinery, equipment, masts, boats, anchors, cables, chains, rigging, tackle, apparel, furniture, fixtures, fixed assets, winches, capstans, outfit, tools, pumps, gears, furnishings, appliances, navigation and communications equipment, computers, software, fittings, stores, spares and appurtenances; (B) all permits, certificates, licenses, orders, authorizations, applications, registrations and approvals, including from any Governmental Entity; and (C) drawings, specifications, operating guides and instruction or maintenance manuals, purchasing records, quality control records and procedures, blueprints, warranties, service and warranty records, equipment logs, captain and vessel logs, and records and documents for the Explorer

2. The ARAPAHO vessel, official number 625271 flagged in the United States, together with all masts, boilers, cables, engines, machinery, bowsprits, sails, rigging, boats, anchors, chains, tackle, apparel, furniture, fittings, tools, pumps, equipment, fuel, supplies, spare parts and all other attachments and appurtenances belonging to such vessel or affixed to such vessel or in storage (the "Arapaho") and all right, title and interest, in and to any and all assets owned by Epic Applied (except Excluded Assets), including, solely to the extent owned or in possession by Epic Applied at the Closing Date: (A) all engines, fuel inventories, boilers, machinery, equipment, masts, boats, anchors, cables, chains, rigging, tackle, apparel, furniture, fixtures, fixed assets, winches, capstans, outfit, tools, pumps, gears, furnishings, appliances, navigation and communications equipment, computers, software, fittings, stores, spares and appurtenances; (B) all permits, certificates, licenses, orders, authorizations, applications, registrations and approvals, including from any Governmental Entity; and (C) drawings, specifications, operating guides and instruction or maintenance manuals, purchasing records, quality control records and procedures, blueprints, warranties, service and warranty records, equipment logs, captain and vessel logs, and records and documents for the Arapaho

3. The EPIC HEDRON vessel, official Number 2056, flagged in Vanuatu, together with all masts, boilers, cables, engines, machinery, bowsprits, sails, rigging, boats, anchors, chains, tackle, apparel, furniture, fittings, tools, pumps, equipment, fuel, supplies, spare parts and all other attachments and appurtenances belonging to such vessel or affixed to such vessel or in storage (the "Hedron") and all right, title and interest, in and to any and all assets owned by Epic Applied (except Excluded Assets), including, solely to the extent owned or in possession by Epic Applied at the Closing Date: (A) all engines, fuel inventories, boilers, machinery, equipment, masts, boats, anchors, cables, chains, rigging, tackle, apparel, furniture, fixtures, fixed assets, winches, capstans, outfit, tools, pumps, gears, furnishings, appliances, navigation and communications equipment, computers, software, fittings, stores, spares and appurtenances; (B) all permits, certificates, licenses, orders, authorizations, applications, registrations and approvals, including from any Governmental Entity; and (C) drawings, specifications, operating guides and instruction or maintenance manuals, purchasing records, quality control records and procedures, blueprints, warranties, service and warranty records, equipment logs, captain and vessel logs, and records and documents for the Hedron

Real Property:

1. A CERTAIN PARCEL OF GROUND, together with all the buildings and improvements thereon, located in Section 12, Township 17 South, Range 17 East, Terrebonne Parish, Louisiana, being Lot 10 of Houma- Terrebonne Industrial Park as shown on plat of survey by Robert C. Reed, Registered Land Surveyor, dated March 22, 1972, revised July 11, 1973, said plat attached to document dated February 17, 1975, and registered in COB 608, folio 670, Entry No. 482726, and said Lot 10, being more particularly described as follows, to-wit:

Commencing at a point S 81°03'50" W, a distance of 1770.00 feet from the intersection of the westerly right-of-way line of Roland Road with the centerline of Dickson Road, said point being the northeasterly corner of Lot 10 and also being the point of beginning; then S 8°56'10" E, along the property line between Lot 10 and M-1 Drilling Fluids Co. (Lot 11), a distance of 1320.00 feet to a point in the centerline of Munson Slip; thence S 81°03'50" W, along said centerline a distance of 330.00 feet a point on the property line between Lot 10 and Soloco, Inc. (Lot 9); thence N 8°56'10" W, along said property line a distance of 1320.00 feet to a point in the centerline of Dickson Road; thence N 81°03'50" E, along said centerline a distance of 330.00 feet to the point of beginning and containing an area of 10.00 acres, more or less, all as more fully shown on a map prepared by Euclid Engineering Co., Inc. dated November 10, 1978, and titled "Map Showing Survey of Lots 8, 9 and 10 for Walter Land Company located in Section 12, T1 7S-R1 7E, Terrebonne Parish, Louisiana.

In accordance with survey by Charles M. Camp, Registered Land Surveyor, dated February 17, 1981, revised February 19, 1981, the said property has the same location and same measurements as herein above stated

For informational purposes: The property has an address of 309 Dickson Road, Houma, LA 70363.

Patents:

Title	Country	App. No.	Publ./Patent No.	Publ/Issue Date
Method and apparatus for salvaging an oil well tubulars	US	14/795564	9963943	05/08/2018
METHOD AND APPARATUS FOR PROGRAMMABLE ROBOTIC ROTARY MILL CUTTING OF MULTIPLE NESTED TUBULARS	US	15/688075	2018/0135373	05/17/2018
Method and Apparatus for Controlled or Programmable Cutting of Multiple Nested Tubulars	US	15/701720	2018/0106122	04/19/2018
Method and apparatus of hot tapping multiple coaxial or nested strings of underwater piping and/or tubing for overturned wells or platforms	Australia	AU2010023 6832	WO2010/120516	10/21/2010
Method and apparatus of hot tapping multiple coaxial or nested strings of underwater piping and/or tubing for overturned wells or platforms	US	15/853613	10253587	
METHOD OF CUTTING TARGET MEMBERS USING A CUTTING SAW DEVICE	US	12/142,893	7922424	

METHOD AND APPARATUS OF HOT TAPPING MULTIPLE COAXIAL OR NESTED STRINGS OF UNDERWATER PIPING AND/OR TUBING FOR OVERTURNED WELLS OR PLATFORMS	EP	EP2010076 4860	WO2010/120516	10/21/2010
METHOD AND APPARATUS FOR PROGRAMMABLE ROBOTIC ROTARY MILL CUTTING OF MULTIPLE NESTED TUBULARS	EP	EP2009076 3819	EP2358972	12/17/2009
Hot tapping system of coaxial or nested strings of underwater piping and/or tubing for overturned well or platform has clamp connected to exterior pipe, which has plate with opening and swiveling connection supported next to plate opening	Indonesia	ID2011W38 56	ID201300610	02/28/2013
Method and Apparatus of Hot Tapping Multiple Coaxial or Nested Strings of Underwater Piping And/or Tubing for Overturned Wells or Platforms And/or Tubing for Overturned Wells or Platforms	Malaysia	MYPI 2011004641		
METHOD AND APPARATUS OF HOT TAPPING MULTIPLE COAXIAL OR NESTED STRINGS OF UNDERWATER PIPING AND/OR TUBING FOR OVERTURNED WELLS OR PLATFORMS.	Mexico	MX2011010 394	WO2010US29389	04/02/2012
Hot tapping system of coaxial or nested strings of underwater piping and/or tubing for overturned well or platform has clamp connected to exterior pipe, which has plate with opening and swiveling connection supported next to plate opening	Mexico	MX2011001 0394	MX322837	08/15/2014
Method and apparatus of hot tapping multiple coaxial or nested strings of underwater piping and/or tubing for overturned wells or platforms	New Zealand	NZ595582	NZ59558210	12/24/2014
Method and Apparatus of Hot Tapping Multiple Coaxial or Nested Strings of Underwater Piping And/or Tubing for Overturned Wells or Platforms	Thailand		118172	11/30/2012
Hot tapping system of coaxial or nested strings of underwater piping and/or tubing for overturned well or platform has clamp connected to exterior pipe, which has plate with opening and swiveling connection supported next to plate opening	Vietnam	VN2011290 9	VN28911	02/27/2012

Title	Country	App. No.	Publ./Patent No.
ARTICULATING BAND SAW AND METHOD	US	12/170,004	7645093
METHOD AND APPARATUS FOR PROGRAMMABLE ROBOTIC ROTARY MILL CUTTING OF MULTIPLE NESTED TUBULARS	US	12/540,924	7823632
APPARATUS OF HOT TAPPING MULTIPLE COAXIAL OR NESTED STRINGS OF UNDERWATER PIPING AND/OR TUBING FOR OVERTURNED WELLS OR PLATFORMS	US	12/751,200	8622078
ARTICULATING DRILL METHOD AND APPARATUS FOR CUTTING OPENINGS IN NESTED STRINGS OF UNDERWATER PIPING AND/OR TUBING FOR OVERTURNED WELLS OR PLATFORMS	US	12/751,418	8616811
METHOD AND APPARATUS FOR PROGRAMMABLE ROBOTIC ROTARY MILL CUTTING OF MULTIPLE NESTED TUBULARS	US	12/878,738	9175534
ARTICULATING BAND SAW AND METHOD	US	12/976,731	8475081
METHOD OF CUTTING TARGET MEMBERS USING A CUTTING SAW DEVICE	US	13/084,726	8109693
INTERNAL JACKET LEG CUTTER AND METHOD	US	13/153,562	9103088
METHOD AND APPARATUS OF HOT TAPPING MULTIPLE COAXIAL OR NESTED STRINGS OF UNDERWATER PIPING AND/OR TUBING FOR OVERTURNED WELLS OR PLATFORMS	US	13/248,781	8333211
METHOD OF CUTTING TARGET MEMBERS USING A CUTTING SAW DEVICE	US	13/367,492	8465227
METHOD FOR PULLING A CROWN PLUG	US	13/400,187	8869899
METHOD AND APPARATUS OF HOT TAPPING MULTIPLE COAXIAL OR NESTED STRINGS OF UNDERWATER PIPING AND/OR TUBING FOR OVERTURNED WELLS OR PLATFORMS	US	13/717,890	8707979
METHOD OF CUTTING TARGET MEMBERS USING A CUTTING SAW DEVICE	US	13/920,447	9145749
ARTICULATING BAND SAW AND METHOD	US	13/933,212	8696245
ARTICULATING DRILL METHOD AND APPARATUS FOR CUTTING OPENINGS IN NESTED STRINGS OF UNDERWATER PIPING AND OR	US	14/144,942	9482380

TUBING FOR OVERTURNED WELLS OR PLATFORMS			
ARTICULATING BAND SAW AND METHOD	US	14/253,215	9028172
METHOD AND APPARATUS OF HOT TAPPING MULTIPLE COAXIAL OR NESTED STRINGS OF UNDERWATER PIPING AND/OR TUBING FOR OVERTURNED WELLS OR PLATFORMS	US	14/263,088	9194525
METHOD AND APPARATUS FOR CONTROLLED OR PROGRAMMABLE CUTTING OF MULTIPLE NESTED TUBULARS	US	14/381,184	9759030
METHOD FOR PULLING A CROWN PLUG FROM A SUBSEA TREE	US	14/525,776	9291016
ARTICULATING BAND SAW AND METHOD	US	14/709,917	9446535
INTERNAL JACKET LEG CUTTER AND METHOD	US	14/823,642	9631337
METHOD OF CUTTING TARGET MEMBERS USING A CUTTING SAW DEVICE	US	14/868,866	9599253
METHOD AND APPARATUS FOR PROGRAMMABLE ROBOTIC ROTARY MILL CUTTING OF MULTIPLE NESTED TUBULARS	US	14/931,100	9745812
METHOD AND APPARATUS OF HOT TAPPING MULTIPLE COAXIAL OR NESTED STRINGS OF UNDERWATER PIPING AND/OR TUBING FOR OVERTURNED WELLS OR PLATFORMS	US	14/950,908	9851038
METHOD AND APPARATUS FOR PULLING A CROWN PLUG	US	15/076,926	10036225
ARTICULATING DRILL METHOD AND APPARATUS FOR CUTTING OPENINGS IN NESTED STRINGS OF UNDERWATER PIPING AND OR TUBING FOR OVERTURNED WELLS OR PLATFORMS	US	15/340,073	10018005
METHOD OF CUTTING TARGET MEMBERS USING A CUTTING SAW DEVICE	US	15/462,980	9919370
METHOD AND APPARATUS FOR SALVAGING AN OIL WELL TUBULARS	US	15/972,486	10301890
ARTICULATING DRILL METHOD AND APPARATUS FOR CUTTING OPENINGS IN NESTED STRINGS OF UNDERWATER PIPING AND OR TUBING FOR OVERTURNED WELLS OR PLATFORMS	US	16/030,802	-
METHOD AND APPARATUS FOR PULLING A CROWN PLUG	US	16/048,688	-