## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT8401675

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
WIRELINE DRILLING TECHNOLOGIES LLC	12/27/2023

#### **RECEIVING PARTY DATA**

Name:	CORETRAX AMERICAS LTD.		
Street Address: 12227 FARM TO MARKET ROAD 529			
City:	HOUSTON		
State/Country:	TEXAS		
Postal Code:	77041		

### **PROPERTY NUMBERS Total: 1**

Property Type	Number			
Patent Number:	9850728			

#### **CORRESPONDENCE DATA**

#### Fax Number:

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.

**Email:** cthomas@pattersonsheridan.com,

psdocketing@pattersonsheridan.com

Correspondent Name: PATTERSON & SHERIDAN, LLP

Address Line 1: 24 GREENWAY PLAZA

Address Line 2: SUITE 1600

Address Line 4: HOUSTON, TEXAS 77046

ATTORNEY DOCKET NUMBER:	CTRX/0052US
NAME OF SUBMITTER:	JASON C. HUANG
SIGNATURE:	/Jason C. Huang/
DATE SIGNED:	01/25/2024

#### **Total Attachments: 6**

source=CTRX Assignment#page1.tif source=CTRX Assignment#page2.tif source=CTRX Assignment#page3.tif source=CTRX Assignment#page4.tif source=CTRX Assignment#page5.tif

> PATENT REEL: 066243 FRAME: 0977

508354489

source=CTRX Assignment#page6.tif

PATENT REEL: 066243 FRAME: 0978

#### INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "<u>Assignment</u>"), dated as of December 27, 2023, is being entered into by and between Wireline Drilling Technologies LLC, a Texas limited liability company ("<u>Assignor</u>"), and Coretrax Americas Ltd., a Texas limited partnership ("<u>Assignee</u>"). Each of the parties to this Assignment is sometimes referred to individually in this Assignment as a "<u>Party</u>," and all of the parties to this Assignment are sometimes collectively referred to in this Assignment as the "<u>Parties</u>."

Assignor, Assignee, Innova US Inc. and IDT Holdings, LLC have entered into that certain Asset Purchase Agreement dated as of December 27, 2023 (the "Purchase Agreement").

Pursuant to the Purchase Agreement, Assignor has agreed to assign to Assignee, and Assignee agrees to accept, all of Assignor's right, title and interest in and to the Transferred Intellectual Property, including the patents and patent applications set forth on the attached Schedule 1 (collectively, the "Patents"), and all trade secrets in the Transferred Intellectual Property.

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. <u>Definitions</u>. Capitalized terms used in this Assignment and not otherwise defined herein that are defined in the Purchase Agreement have the meaning ascribed to them in the Purchase Agreement.
- 2. <u>Construction</u>. In this Assignment, unless a clear contrary intention appears: (a) the singular includes the plural and vice versa; (b) reference to a Person includes such Person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this Assignment, and reference to a Person in a particular capacity excludes such Person in any other capacity; (c) references to any Schedule, Section, subsection and other subdivision refer to the corresponding Schedules, Sections, subsections and other subdivisions of this Assignment unless expressly provided otherwise; (d) references in any Section or definition to any clause means such clause of such Section or definition; (e) "hereunder," "hereof," "hereto" and words of similar import are references to this Assignment as a whole and not to any particular provision of this Assignment; (f) the word "or" is not exclusive, and the word "including" (in its various forms) means "including without limitation"; (g) references to "days" are to calendar days; and (h) all references to money refer to the lawful currency of the United States. The Section titles and headings in this Assignment are inserted for convenience of reference only and are not intended to be a part of, or to affect the meaning or interpretation of, this Assignment.
- 3. <u>Assignment</u>. Assignor hereby absolutely and unconditionally, conveys, sells, assigns, transfers, grants and sets over unto Assignee all of Assignor's worldwide rights, title and interest and benefit in and to the Transferred Intellectual Property, together with (a) the right to all past, present and future royalties, income and proceeds in connection therewith, damages, lost profits 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

PATENT REEL: 066243 FRAME: 0979 for any past, present, or future infringement, misappropriation or dilution of or other conflict with the Transferred Intellectual Property, and (ii) all goodwill associated therewith and of the businesses connected to the use of any of the Transferred Intellectual Property, the same to be held and enjoyed by Assignee, its successors and assigns forever, as fully and entirely as the same could have been held and enjoyed by Assignor if this sale had not been made and Assignee does hereby accept such sale, assignment, transfer, grant, conveyance and set over.

- 4. <u>Recordation</u>. Assignor authorizes and requests the U.S. Patent and Trademark Office, or any foreign equivalent thereto, and any other Governmental Authority to record Assignee as owner of the Patents and of the entire title and interest in, to and under the same, for the use and enjoyment of Assignee, its successors, assigns and other legal representatives. Assignor shall take all steps and actions following the date hereof, including the execution of any documents or other similar items, to ensure that the Transferred Intellectual Property is properly assigned to Assignee, or any assignee or successor thereto, and that such assignment is properly recorded.
- 5. <u>Cooperation</u>. Assignor hereby covenants and agrees that it will communicate to Assignee, its successors, legal representatives and assigns, any material facts (including information relating to use or non-use, enforceability, or infringement of the Transferred Intellectual Property) known to Assignor with respect to the Transferred Intellectual Property and testify in any legal proceeding, sign all lawful papers, execute all applications (including, but not limited to, powers of attorney, specific assignments, transfers and assurances), make all rightful oaths and use best efforts at the request of Assignee to aid Assignee, its successors, legal representatives and assigns in obtaining and enforcing protection for the Transferred Intellectual Property and in enjoying the full benefits thereof. Assignor hereby constitutes and appoints Assignee the true and lawful attorney of Assignor to act as Assignor's attorney-in-fact solely for the purpose of executing any documents and taking all necessary steps to cause Assignor to perform any of Assignor's obligations set forth in this Assignment.
- 6. <u>Purchase Agreement</u>. This Assignment is delivered pursuant to the Purchase Agreement, and is subject to all of the representations, warranties, covenants and agreements set forth in the Purchase Agreement.
- 7. <u>Governing Law</u>. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of Texas or any other jurisdiction).
- 8. <u>Successor and Assigns</u>. This Assignment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- 9. <u>Counterparts</u>. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The execution of this Assignment and any agreement or instrument entered into in connection with this Assignment, and any amendment hereto or thereto, by any of the Parties or any other Person may be evidenced by way of electronic signature (e.g. DocuSign) or portable document format (.pdf) transmission of such Party's or Person's signature, and such portable

document format (.pdf) or electronic signature shall be deemed to constitute the original signature of such Party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered as of the date first above written.

## **ASSIGNOR:**

WIRELINE DRILLING TECHNOLOGIES LLC, a Texas limited liability company

By:	Daniel Wessel
-	Daniel Wessel
Title:	Manager
ASSIG	NEE:
CORE?	TRAX AMERICAS LTD., a Texas limited ship
By: Mo	hawk GP Holdco LLC, as General Partner
By:	
	Scott Benzie
Title:	

SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT

> PATENT REEL: 066243 FRAME: 0982

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered as of the date first above written.

## **ASSIGNOR:**

WIRELINE	DRILLING	TECHNOLOGIES
LLC, a Texas	limited liability	company

By: Name: Title:	
ASSIG	NEE:
CORE' partners	TRAX AMERICAS LTD., a Texas limited ship
Ву: Мо	hawk GP Holdco LLC, as General Partner
	SBerzie
By:	
Name:	Scott Benzie
Title:	Chairman & President

Title:

# Schedule 1

## **Patents**

4-1000		1000	soft server	posts and second	1000			
IDC-18-91	PROPULSION UNIT FOR WELLBORE TRACTOR TOOL	บร		16/041,211	20/07/2018	Issued	11,466,525	11/10/2022
IDC-18-01CA	PROPULSION UNIT FOR WELLBORE TRACTOR TOOL	Canada	IDC-18-01	3,106,350	12/01/2021	Pending		
IDC-18-01GB	PROPULSION UNIT FOR WELLBORE TRACTOR TOOL	United Kingdom	IDC-19-01	2102384.9	18/02/2021	Granted	G82590589	08/08/2022
IDC-18-01NO	PROPULSION UNIT FOR WELLBORE TRACTOR TOOL	Nonvay	IDC-18-01	20216196	16/02/2021	Allowed		
IDC-18-01PCF	PROPULSION UNIT FOR WELLBORE TRACTOR TOOL	PCT	HDC-18-01	PCT/US19/38745	24/06/2019	Done		

Title	Contr	Flory Date	State	Facel North	Date stores
IMPROVED WIRELINE DRILLING SYSTEM	ยร	28/11/2012	Granted	US 9,859,728 52	12/12/2017
IMPROVED WIRELINE DRILLING SYSTEM	Europe, valid in; Germany, Denmark, France, Norway and Netherlands	28/11/2012	Granted	EP 3 807 324 83	01/10/2018
IMPROVED WIRELINE DRILLING SYSTEM	United Kingdom	28/11/2011	Granted	GB2496907	23/10/2013

SCHEDULE 1 TO
INTELLECTUAL PROPERTY ASSIGNMENT

PATENT REEL: 066243 FRAME: 0984

**RECORDED: 01/25/2024**