# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM509087

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Intellectual Property Security Agreement

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
APS TECHNOLOGY, INC.		02/06/2019	Corporation:
APS INDUSTRIES, INC.		02/06/2019	Corporation:
APST INTERNATIONAL, INC.		02/06/2019	Corporation:

## **RECEIVING PARTY DATA**

Name:	BALANCE POINT CAPITAL PARTNERS III, LP
Street Address:	285 RIVERSIDE AVENUE, SUITE 200
City:	WESTPORT
State/Country:	CONNECTICUT
Postal Code:	06880
Entity Type:	Limited Partnership: DELAWARE

### **PROPERTY NUMBERS Total: 3**

Property Type Number		Word Mark
Registration Number:	2991025	ENGINEERING SOLUTIONS FOR HARSH ENVIRONM
Registration Number:	3900006	RSM
Registration Number:	4519931	APS TECHNOLOGY

## **CORRESPONDENCE DATA**

Fax Number: 2149326499

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.

Phone: 2149326400

Email: sshernandez@mcguirewoods.com

**Correspondent Name:** SUSAN DIAMOND

Address Line 1: 2000 MCKINNEY AVENUE, SUITE 1400

Address Line 2: MCGUIREWOODS LLP Address Line 4: DALLAS, TEXAS 75201

ATTORNEY DOCKET NUMBER:	2069107-0012
NAME OF SUBMITTER:	Stephanie Hernandez
SIGNATURE:	/Stephanie Hernandez/
DATE SIGNED:	02/07/2019

# **Total Attachments: 13**

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## AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (this "Agreement") is entered into as of Februray 6, 2019 by and among (i) APS TECHNOLOGY, INC., a Connecticut corporation ("Issuer"), and (ii) APS INDUSTRIES, INC., a Texas corporation, and APST International, Inc., a Connecticut corporation (each individually referred to herein as a "Guarantor" and collectively, the "Guarantors"; and together with Issuer and any other Person that becomes a party hereto as provided herein, each individually a "Grantor" and collectively, the "Grantors"), in favor of BALANCE POINT CAPITAL PARTNERS III, LP, a Delaware limited partnership ("Balance Point"), in its capacity as the administrative and collateral agent (in such capacity, the "Agent") for itself and all of the other purchasers ("Purchasers") from time to time party to the Note Purchase Agreement (as hereafter defined)

#### RECITALS

- A. Issuer, Grantors, Purchasers and Agent have previously entered into that certain Note Purchase Agreement, dated as of October 2, 2017, and as amended by that certain First Amendment to Note Purchase Agreement (the "Amendment"), dated as of the date hereof (as amended and as may be further amended, restated, supplemented, or otherwise modified from time to time, the "Note Purchase Agreement"). Capitalized terms used but not otherwise defined herein are defined in the Note Purchase Agreement.
- **B.** Pursuant to the terms of the Guaranty and Collateral Agreement, dated October 2, 2017 (the "*GCA*"), Grantors have granted to the Agent a security interest in all of each Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.
- **C.** Grantors and the Agent have previously entered into an Intellectual Property Security Agreement, dated as of October 2, 2017 (the "*Original IP Agreement*"), and wish to amended and restate such agreement to include intellectual property created or modified since the date of the Original IP Agreement.

**Now, THEREFORE,** for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its Obligations under the Note Purchase Agreement and GCA, Grantor hereby represents, warrants, covenants and agrees as follows:

#### **AGREEMENT**

To secure its Obligations under the Note Purchase Agreement and GCA, each Grantor grants and pledges to the Agent, for itself and for the ratable benefit of the Purchasers, a continuing security interest in all of such Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation Intellectual Property listed on Exhibit A hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof, in each case to the extent constituting Collateral.

This security interest is granted in conjunction with the security interest granted to the Agent under the GCA. The rights and remedies of the Agent with respect to the security interest granted hereby are more fully set forth in the Note Purchase Agreement and GCA, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The Agent's rights and remedies under this Agreement, the Note Purchase Agreement and the Note Documents shall be cumulative, and the Agent shall have all other rights and remedies not inconsistent with this Agreement, the Note Purchase Agreement and GCA as provided by law or in equity. In the event of any conflict or inconsistency between this Agreement and the GCA (or any portion hereof or thereof), the terms of the GCA shall prevail.

Each Grantor represents and warrants that  $\underline{\text{Exhibit A}}$  attached hereto sets forth, as of the date hereof, any and all intellectual property rights constituting Intellectual Property Collateral in connection to which such Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

The terms and provisions of the Original IP Security Agreement shall be amended and restated in their entirety by the terms, conditions and provisions of this Agreement. Grantors and the Agent hereby agree that in connection with this amendment and restatement of the Original IP Security Agreement (i) all Obligations (as defined in the Note Purchase Agreement) (the "Existing Obligations") shall continue as Obligations and are owing by Grantors to the Agent and Purchasers pursuant to the terms and conditions of this Agreement, the Note Purchase Agreement and the other Note Documents, and (ii) neither the execution and delivery of this Agreement and the Amendment nor the consummation of any other transaction contemplated hereunder is intended to constitute a novation of the original Note Purchase Agreement or Original IP Security Agreement or any obligations thereunder. All Liens created under the Note Documents, including the Original IP Security Agreement, securing the Existing Obligations shall continue in full force and effect, without interruption, as Liens securing the Obligations, all in accordance with the terms and conditions of this Agreement, the Note Purchase Agreement and the Note Documents.

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

[Signature pages follow.]

112632172

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

Address of Grantors:

APS Technology, Inc.

7 Laser Lane

Wallingford, CT 06492

Attention: Lawrence S. Weiner Email: <a href="https://www.iweiner@aps.tech.com">iweiner@aps.tech.com</a>
Telephone: (860) 613-4450, ext. 104

**GRANTORS:** 

APS TECHNOLOGY, INC.

By: Name:

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ts: C=C

APS INDUSTRIES, INC.

By:

Name: Tlangence S. Weiner

APST INTERNATIONAL, INC.

By:

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(Signature Page to Amended and Restated Intellectual Property Security Agreement)

## **COLLATERAL AGENT:**

# BALANCE POINT CAPITAL PARTNERS III, LP

By: Balance Point Capital Managers III, LLC

Its: General Partner

By: Sub-us. ()

Name: Seth W. Alvord Its: Managing Member

Address of Collateral Agent:

Balance Point Capital Partners III, LP 285 Riverside Avenue, Suite 200

Westport, CT 06880

Attention: Seth W. Alvord and Adam Sauerteig Email: <a href="mailto:salvord@balancepointcapital.com">salvord@balancepointcapital.com</a>

asauerteig@balancepointcapital.com

Telephone: (203) 652-8264

# **EXHIBIT A**

# **Trademarks**:

Mark Name	Appl. No	Reg No	Appl. Date	Reg Date	Recorded Owner	Country
ENGINEERING	76528767	2991025	07/09/2003	09/06/2005	APS	United States
SOLUTIONS FOR					TECHNOLOGY,	
HARSH					INC	
ENVIRONMENTS						
RSM	85038780	3900006	05/14/2010	01/04/2011	APS	United States
					TECHNOLOGY,	
					INC	
ADC	95((97(1	4510021	07/04/2012	04/20/2014	ADC	Thitad Ctatas
APS	85668761	4519931	07/04/2012	04/29/2014	APS TECHNOLOGY	United States
					,	
					INC	
	3233701	1317731	07/01/2012	5 11 25 1 20 1 1	TECHNOLOGY, INC	Similar States

# **Patents**

Country	Application Number	Application Date	Patent Number	Grant Date	Title	Status	Docket Number
United	08/950,993	10/15/1997	6,102,681	8/15/2000	STATOR	GRANTED	103439.000007
States	,				ESPECIALLY		
					ADAPTED FOR		
					USE IN A		
					HELICOIDAL		
					PUMP/MOTOR		
United	09/064,898	4/23/1998	5,931,000	8/3/1999	COOLED	GRANTED	103439.000008
States					ELECTRICAL		
					SYSTEM FOR USE		
					DOWNHOLE		
United	09/086,418	5/29/1998	6,105,690	8/22/2000	METHOD AND	GRANTED	103439.000011
States					APPARATUS FOR		
					COMMUNICATING		
					WITH DEVICES		
					DOWNHOLE IN A WELL		
					ESPECIALLY		
					ADAPTED FOR		
					USE AS A		
					BOTTOM HOLE		
					MUD FLOW		
					SENSOR		
United	09/115,031	7/14/1998	6,123,561	9/26/2000	ELECTRICAL	GRANTED	103439.000009
States					COUPLING FOR A		
					MULTISECTION		
					CONDUIT SUCH		
					AS A DRILL PIPE		

Country	Application Number	Application Date	Patent Number	Grant Date	Title	Status	Docket Number
United States	09/243,768	2/3/1999	6,134,892	10/24/2000	COOLED ELECTRICAL SYSTEM FOR USE	GRANTED	103439.000040
United States	09/413,111	10/6/1999	6,257,356	7/10/2001	DOWNHOLE  MAGNETORHEOL OGICAL FLUID APPARATUS, ESPECIALLY ADAPTED FOR USE IN A STEERABLE DRILL STRING, AND A METHOD	GRANTED	103439.000044
United States	09/453,003	12/2/1999	6,507,401	1/14/2003	OF USING SAME APPARATUS AND METHOD FOR ANALYZING FLUIDS	GRANTED	103439,000006
United States	09/676,379	9/29/2000	6,714,138	3/30/2004	METHOD AND APPARATUS FOR TRANSMITTING INFORMATION TO THE SURFACE FROM A DRILL STRING DOWN HOLE IN A WELL	GRANTED	103439.000048
United States	09/734,983	12/12/2000	6,547,016	4/15/2003	APPARATUS FOR MEASURING WEIGHT AND TORQUE ON A DRILL BIT OPERATING IN A WELL	GRANTED	103439.000054
United States	09/896,020	6/29/2001	6,622,803	9/23/2003	IMPROVED STABILIZER FOR USE IN A DRILL STRING	GRANTED	103439.000129
United States	10/062,118	1/31/2002	6,916,248	7/12/2005	FLEXIBLE COUPLING	GRANTED	103439.000060
United States	10/095,174	3/11/2002	6,634,427	10/21/2003	DRILL STRING SECTION WITH INTERNAL PASSAGE	GRANTED	103439.000059
United States	10/247,192	9/19/2002	6,707,556	3/16/2004	APPARATUS AND METHOD FOR ANALYZING FLUIDS	GRANTED	103439.000067
United States	10/439,078	5/15/2003	6,896,050	5/24/2005	LATCHING SYSTEM FOR MAINTAINING	GRANTED	103439.000068

Country	Application	Application	Patent	Grant	Title	Status	Docket
	Number	Date	Number	Date			Number
					POSITION OF		
					COMPONENT		
					WITHIN A		
					DOWNHOLE		
					DRILL STRING SECTION		
United	10/837,727	5/3/2004	7,201,239	4/10/2007	POWER-	GRANTED	103439.000077
States	10/857,727	3/3/2004	7,201,237	4/10/2007	GENERATING	GRANTED	103437,000077
Sucs					DEVICE FOR USE		
					IN DRILLING		
					OPERATIONS		
United	10/888,312	7/9/2004	7,327,634	2/5/2008	ROTARY PULSER	GRANTED	103439.000080
States					FOR		
					TRANSMITTING		
					INFORMATION TO		
					THE SURFACE		
					FROM A DRILL		
					STRING DOWN		
	40/040 654	0.14 5 12 0.0 1			HOLE IN A WELL	Sp. ()	
United	10/919,633	8/16/2004	7,249,968	7/31/2007	ELECTRICAL	GRANTED	103439.000081
States					CONNECTIONS		
					FOR HARSH CONDITIONS		
United	10/983,486	11/8/2004	7,219,752	5/22/2007	SYSTEM AND	GRANTED	103439.000083
States	10/303,400	11/6/2004	7,219,732	312212007	METHOD FOR	GRANTED	103439.000083
States					DAMPING		
					VIBRATION IN A		
					DRILL STRING		
United	11/117,802	4/29/2005	7,389,830	6/24/2008	ROTARY	GRANTED	103439.000072
States					STEERABLE		
					MOTOR SYSTEM		
					FOR		
					UNDERGROUND		
					DRILLING		
United	11/416,009	5/1/2006	7,681,663	3/23/2010	METHOD AND	GRANTED	103439.000091
States					SYSTEMS FOR		
					DETERMINING ANGULAR		
					ORIENTATION OF		
					A DRILL STRING		
United	11/737,400	4/19/2007	7,377,339	5/27/2008	SYSTEM AND	GRANTED	103439.000106
States	11/15/,400	1/17/2007	,,5,1,,55,	3/2//2000	METHOD FOR		100100.000100
					DAMPING		
					VIBRATION IN A		
					DRILL STRING		
United	12/109,328	4/24/2008	7,997,357	8/16/2011	SYSTEM AND	GRANTED	103439.000113
States					METHOD FOR		
					DAMPING		
					VIBRATION IN A		
					DRILL STRING		

Country	Application Number	Application Date	Patent Number	Grant Date	Title	Status	Docket Number
United States	12/125,747	5/22/2008	7,762,356	7/27/2010	ROTARY STEERABLE MOTOR SYSTEM FOR UNDERGROUND DRILLING	GRANTED	103439,000109
United States	12/389,950	2/20/2009	8,525,690	9/3/2013	SYNCHRONIZED TELEMETRY FROM A ROTATING ELEMENT	GRANTED	103439.000114
United States	12/398,983	3/5/2009	8,087,476	1/3/2012	SYSTEM AND METHOD FOR DAMPING VIBRATION IN A DRILL STRING USING A MAGNETORHEOL OGICAL DAMPER	GRANTED	103439.000103
United States	12/512,740	7/30/2009	8,397,562	3/19/2013	APPARATUS FOR MEASURING BENDING ON A DRILL BIT OPERATING IN A WELL	GRANTED	103439,000116
United States	12/563,007	9/18/2009	8,666.908	3/4/2014	SYSTEM AND METHOD FOR ACQUIRING INFORMATION DURING UNDERGROUND DRILLING OPERATIONS	GRANTED	103439.000122
United States	12/698,125	2/1/2010	8,453,764	6/4/2013	SYSTEM AND METHOD FOR MONITORING AND CONTROLLING UNDERGROUND DRILLING	GRANTED	103439.000105
United States	13/041,863	3/7/2011	9,458,679	10/4/2016	Apparatus and Method for Damping Vibration in a Drill String	GRANTED	103439.000133
United States	13/098,246	4/29/2011	8,919,457	12/30/2014	APPARATUS AND METHOD FOR DETERMINING AXIAL FORCES ON A DRILL STRING DURING	GRANTED	103439.000143

Country	Application Number	Application Date	Patent Number	Grant Date	Title	Status	Docket Number
					UNDERGROUND DRILLING		
United States	13/206,445	8/9/2011	8,240,401	8/14/2012	SYSTEM AND METHOD FOR DAMPING VIBRATION IN A DRILL STRING	GRANTED	103439.000145
United States	13/228,376	9/8/2011	9,976,360	05/22/2018	SYSTEM AND METHOD FOR DAMPING VIBRATION IN A DRILL STRING USING A MAGNETORHEOL OGICAL DAMPER	GRANTED	103439.000146
United States	13/283,518	10/27/2011	9,057,245	6/16/2015	METHODS FOR OPTIMIZING AND MONITORING UNDERGROUND DRILLING	GRANTED	103439.000152
United States	13/427,593	3/22/2012	9,238,965	1/19/2016	Rotary Pulser and Method for Transmitting Information to the Surface from a Drill String Down Hole in a Well	GRANTED	103439.000158
United States	13/557,072	7/24/2012	8,662,205	3/4/2014	SYSTEM AND METHOD FOR DAMPING VIBRATION IN A DRILL STRING	GRANTED	103439.000175
United States	13/646,505	10/5/2012	8,684,108	4/1/2014	SYSTEM AND METHOD FOR MONITORING AND CONTROLLING UNDERGROUND DRILLING	GRANTED	103439.000176
United States	13/646,540	10/5/2012	8,640,791	2/4/2014	SYSTEM AND METHOD FOR MONITORING AND CONTROLLING UNDERGROUND DRILLING	GRANTED	103439.000177
United States	13/674,872	11/12/2012	9,500,031	11/22/2016	ROTARY STEERABLE DRILLING APPARATUS	GRANTED	103439.000144

Country	Application Number	Application Date	Patent Number	Grant Date	Title	Status	Docket Number
United States	13/776,705	2/26/2013	9,279,903	3/8/2016	Apparatus For Measuring Bending On A Drill Bit Operating In A Well	GRANTED	103439.000184
United States	29/460,812	7/15/2013			Display Screen or Portion Thereof with a Graphical User Interface for Analyzing and Presenting Drilling Data	FILED	103439.000189
United States	14/026,332	9/13/2013			Drilling System and Method for Monitoring and Displaying Drilling Parameters for a Drilling Operation of a Drilling System	FILED	103439.000191
United States	14/036,486	9/25/2013			Drilling System and Associated System and Method for Monitoring, Controlling, and Predicting Vibration in an Underground Drilling Operation	FILED	103439.000190
United States	14/036,577	9/25/2013			Drilling System and Associated System and Method for Monitoring, Controlling, and Predicting Vibration in an Underground Drilling Operation	FILED	103439.000192
United States	14/087,637	11/22/2013			System, Apparatus, and Method for Drilling	FILED	103439.000201
United States	14/155,220	1/14/2014	8,944,190	2/3/2015	SYSTEM AND METHOD FOR DAMPING VIBRATION IN A DRILL STRING	GRANTED	103439.000207
United States	14/171,261	2/3/2014	9,927,310	03/27/2018	Strain Sensor Assembly	GRANTED	103439.000179
United States	14/186,928	2/21/2014	9,969,198	7/4/2017	System and Method for Monitoring and Controlling Underground Drilling	GRANTED	103439.000214
United States	14/195,217	3/3/2014	9,765,613	09/19/2017	Drilling System and Electromagnetic	GRANTED	103439.000200

Country	Application	Application	Patent	Grant	Title	Status	Docket
	Number	Date	Number	Date	m.i		Number
					Telemetry Tool with an Electrical		
					Connector Assembly		
					and Associated		
					Methods		
United	14/282,262	5/20/2014	9,790,784	10/17/2017	Telemetry System,	GRANTED	103439.000213
States			.,,		Current Sensor, and		
					Related Methods for		
					a Drilling System		
United	14/529,899	10/31/2014	9,746,080	08/29/2017	HIGH PRESSURE	GRANTED	103439.000226
States					SEAL ASSEMBLY		
					FOR A MOVEABLE		
**	44/50 6 0 5 0	44/5/0044	10.110.00	10/00/00/0	SHAFT	GD 43 YEERS	102120000105
United	14/536,379	11/7/2014	10,113,363	10/30/2018	SYSTEM AND	GRANTED	103439.000196
States					RELATED METHODS FOR		
					CONTROL OF A		
					DIRECTIONAL		
					DRILLING		
					OPERATION		
United	14/613,342	2/3/2015			System, Apparatus	FILED	103439.000239
States					and Method for		
					Guiding a Drill Bit		
					Based on Forces		
					Applied to a Drill Bit,		
					and Drilling Methods		
T Inde d	14/627.906	2/20/2015	0.076.412	05/22/2019	to Same	CDANTED	102420 000202
United States	14/627,806	2/20/2015	9,976,413	05/22/2018	Pressure Locking Device for Downhole	GRANTED	103439.000202
States					Tools		
United	14/628,902	2/23/2015	9,540,926	1/10/2017	MUD-PULSE	GRANTED	103439.000241
States	11/020,702	2,23,2013	7,510,720	1/10/2017	TELEMETRY	Granville	103 137.0002 11
S4445					SYSTEM		
					INCLUDING A		
					PULSER FOR		
					TRANSMITTING		
					INFORMATION		
					ALONG A DRILL		
I Imita d	14/675 279	2/21/2015			STRING Described Desilies	EH ED	102420 000225
United	14/675,378	3/31/2015			Downhole Drilling Motor with an	FILED	103439.000235
States					Adjustment		
					Assembly		
United	14/849,490	9/9/2015	10,047,602	08/14/2018	Antennas For a	GRANTED	103439.000199
States					Drilling System and		
					Method of Making		
					Same		
Patent	PCT/US2016/	2/28/2016			Monitoring System	FILED	103439.000263
Cooperati	0199 96				With An		
on Treaty							

Country	Application	Application	Patent	Grant	Title	Status	Docket
	Number	Date	Number	Date	10.0		Number
					Instrumented Surface		
TT '4 1	15/152 570	5/10/2016	10 104 204	01/02/2010	Top Sub	CD ANTEED	102420.000245
United	15/153,579	5/12/2016	10,184,304	01/22/2019	Downhole Drilling	GRANTED	103439.000245
States					Tools and		
					Connection System		
TT '. 1	15/245 200	11/7/2016			for Same	EH ED	102420.000260
United	15/345,380	11/7/2016			Mud-Pulse Telemetry	FILED	103439.000268
States					System Including a		
					Pulser for		
					Transmitting		
					Information Along a		
	200000000000000000000000000000000000000	40/00/004			Drill String		40242000000
Patent	PCT/US2016/	12/30/2016			System And Method	FILED	103439.000284
Cooperati	069457				For Processing		
on Treaty					Downhole Data In A		
					Drilling Operation		
United	15/433,412	2/15/2017			Dual Rotor Pulser	FILED	103439.000167
States					For Transmitting		
					Information In A		
					Drilling System		
Patent	PCT/US2017/	5/12/2017			Downhole Drilling	FILED	103439.000288
Cooperati	032402				Tools and		
on Treaty					Connection System		
					for Same		
United	15/618,646	6/9/2017			System And Method	FILED	103439.000274
States					For Monitoring Mud		
					Flow In A		
					Component Of		
					Drilling System		
United	15/640,792	7/3/2017			System and Method	FILED	103439.000292
States					for Monitoring and		
					Controlling		
					Underground Drilling		
United	15/557,846	09/13/2017			MONITORING	FILED	103439.000300
States	,				SYSTEM WITH AN		
					INSTRUMENTED		
					SURFACE TOPO		
					SUB		
United	62/542,607	08/08/2017			Acoustic Logging	Expired	103439.000246
States	<u> </u>				Tool	*	
United	62/254,637	08/08/2017			Downhole	Expired	103439.000293
States					Measurement Tools		
					With Multiple		
					Welded Sections		
United	16/067,369	06/29/2018			SYSTEM AND	FILED	04840002.0030
States					METHOD FOR		4
					PROCESSING		
					DOWNHOLE DATA		
					IN A DRILLING		
					OPERATION		
		<u> </u>	<u> </u>		OLLIGITION	<u> </u>	<u> </u>

Country	Application	Application	Patent	Grant	Title	Status	Docket
	Number	Date	Number	Date			Number
United	16/057,863	08/08/2018			ACOUSTIC	FILED	04840002.0030
States					LOGGING TOOL		5
United	16/058,073	08/08/20108			Downhole Tool With	FILED	04840002.0030
States					Multiple Welded		6
					Section		
United	16/126,414	09/10/2018			BATTERY SYSTEM	FILED	04840002.0026
States					FOR DOWNHOLE		1
					DRILLING TOOLS		

4829-2664-8710, v. 1

**RECORDED: 02/07/2019**