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FORM PTO-1595

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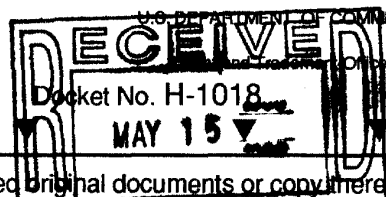
(Rev. 8-33)

OMB No. 0651-0011 (exp. 4/94)

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100726511



To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Mark V. Patton  
9611 S. New Haven  
Tulsa, Oklahoma 74137

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment ☐ merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: March 1, 1996

2. Name and address of receiving party(ies)

Name: Patton Enterprises, Inc.  
Internal Address: 7136 South Yale, Suite 200  
Tulsa, Oklahoma 74136

Street Address: 7136 South Yale, Suite 200

City: Tulsa State: Oklahoma Zip: 74136

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent application No.(s)  
09/015,744

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Al Harrison  
Internal Address: Harrison & Egbert  
1018 Preston Street #100  
Houston, Texas 77002  
Street Address: 1018 Preston Street  
Suite 100  
City: Houston State: TX ZIP: 77002

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Al Harrison  
Name of Person Signing

[Signature]  
Signature

May 13, 1998  
Date

Reg. No. 31,708

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

PATENT  
REEL: 9200 FRAME: 1156

06/01/1998 JSB/BAZ 000002134 02/FC:581

## CONFIDENTIALITY & EMPLOYMENT AGREEMENT

*CONFIDENTIAL*  
This Agreement is entered into on March 1, 1996, between Patton Enterprises, Inc ("PATTON"), an Oklahoma corporation, with its principal place of business in Tulsa, Oklahoma, and Mark V. Patton ("MVP"), and individual residing in the USA.

### 1.0 Purpose

MVP is an engineer specializing in design and implementation of engineered systems related to pump technology. Based upon MVP's special knowledge and expertise, MVP will assist PATTON in creating and implementing the Progressing Cavity Pump Optimization System ("PCPOS"). Accordingly, PATTON and MVP agree as follows:

### 2.0 Nature of Relationship

**2.1 Employment:** MVP is an employee of PATTON.

**2.2 Compensation:** PATTON shall pay to MVP and MVP accepts as full compensation for all services to be rendered to PATTON his normal monthly salary.

**3.0 Ownership:** PATTON exclusively owns and shall continue to exclusively own all rights and interest in PCPOS including all proprietary information and trade secrets which provide PATTON a competitive advantage, copyright, inventions (regardless of whether or not patentable), and trademarks and related good will. MVP further agrees that PATTON owns all rights and interest in all technology, computer programs and documentation related to the development, enhancements and improvements to PCPOS.

### 4.0 Confidential and Proprietary Information

**4.1 Non-Disclosure:** PATTON's customers, business, products, pump technology and operating processes, pump design and procedures, PCPOS computer object and source code, and other aspects of the specialty pump business, are established at great expenses and protected as confidential information and trade secrets, providing PATTON with a substantial competitive advantage of selling pump products and related PCPOS technology. In the course of developing PCPOS for PATTON, MVP shall have access to and entrusted with trade secrets, confidential and proprietary information; MVP agrees that PATTON would suffer significant loss and injury if MVP discloses such confidential and proprietary information or use it to compete with PATTON. Accordingly, MVP agrees not to use or disclose any of PATTON's confidential and proprietary information or trade secrets except as necessary to perform the duties to complete the PCPOS project.

**4.2 Return of Materials:** When requested by PATTON, MVP shall promptly provide PATTON with all materials including notes, records, drawings, manuals, disks, or other forms of media relating to the PCPOS project or generally to PATTON's business.

**5.0 Non Competition:** During the term of MVP's employment by PATTON and for three years thereafter, MVP shall not, directly or indirectly, as an employee, employer, consultant, advisor, agent, principal, partner officer, director or in any other individual or representative capacity, engage or participate in any business or activity that competes with PATTON's PCPOS-related activities and business.

### 6.0 Assignment

**6.1 Rights:** MVP agrees, without any additional compensation, to assign or otherwise convey any copyright, patent or trademark rights he may acquire while rendering his work for hire to develop PCPOS for PATTON. MVP further agrees to assist PATTON in any manner reasonably necessary to obtain international copyright or trademark registration or to obtain international patent rights, and to protect such international copyright, trademark or patent rights.

**6.2 Agreement:** MVP shall not have the right to assign this Agreement or any rights or obligations contained in this Agreement without the prior written consent of PATTON.

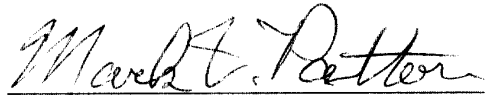
**7.0 Entire Agreement:** This Agreement states the entire agreement between PATTON and MVP regarding the PCPOS project and may not be changed orally, but only by an agreement in writing executed by both PATTON and MVP.

PATTON  
Patton Enterprises, Inc.

MVP  
Mark V. Patton

A handwritten signature of Mark V. Patton in cursive script, written over a horizontal line.

By: Mark V. Patton  
President

A handwritten signature of Mark V. Patton in cursive script, written over a horizontal line.

Date: 3/1/96

Date: 3/1/96