FORM PTO-1619A Expires 06/30/99 OMB 0651-0027

04-05-1999

U.S. Department of Commerce Patent and Trademark Office PATENT



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÷	Name (line 1)	Neil DeGuzman			03 09 99				
2	Name (line 2)		Execution Date						
$\dot{\infty}$	Second Party Name (line 1) Thomas W. McIntyre Month Day Y 03 09 99								
	Name (line 2)								
	Receiving P	artv	Mar	rk if additional names of re	eceiving parties attached				
7	Receiving Party Mark if additional names of receiving parties attact Name (line 1) Intelligent Inspection Corporation If document to								
Name (line 2)					is an assignment and the receiving party is not domiciled in the United States, an appointment				
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FORM PTO Expires 06/30/99 OMB 0651-0027	-1619B	Page 2		U.S. Department of Commerce Patent and Trademark Office PATENT					
Correspondent Name and Address Area Code and Telephone Number (978) 526-8111									
Name [George A. Herbster,	, Esq.	OPR/FINAMOE))					
Address (line 1)	Pearson & Pearson								
Address (line 2)	10 George Street			:					
Address (line 3)	Lowell, Massachuset	tts 01852							
Address (line 4)									
Pages Enter the total number of pages of the attached conveyance document including any attachments. # 3									
Application Number(s)									
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	being filed together with a <u>new</u> Patent named executing inventor.	Application, enter the date	the patent application was	s <u>Month Day Year</u>					
Patent Coope	eration Treaty (PCT)								
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has n	ot been assigned.	TOI	F01						
Number of Properties Enter the total number of properties involved. # 1									
Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 40.00									
Method of Payment: Enclosed X Deposit Account Deposit Account									
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Statement and	d 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. Charges to deposit account are authorized, as indicated herein.									
George A. He		Sills	ull	March 15, 1999					
Name of	f Person Signing	Signature		Date					

PATENT REEL: 9854 FRAME: 0687

D30-005

ASSIGNMENT

WHEREAS We, Neil DeGuzman of 76 Rolling Lane, Weston,
Massachusetts 02193 and Thomas W. McIntyre of 6 Cameron Road, Harvard,
Massachusetts 01451, citizens of the United States of America and the United
States of America, respectively (hereinafter called Assignors) have invented certain
new and useful improvements in AN APPARATUS AND METHOD FOR WELL
MANAGEMENT for which an application for United States Letters Patent was filed
on November 19, 1998, Serial No. 09/195,879; and

WHEREAS Intelligent Inspection Corporation, a corporation duly organized under the Laws of the Commonwealth of Massachusetts, located at 313 Washington Street, Newton, County of Suffolk, Massachusetts, is desirous of acquiring the entire right, title and interest in and to said invention and in and to any Letters Patent that may be granted therefor in the United States and in any and all foreign countries;

NOW, THEREFORE, in consideration of Ten (\$10.00) Dollars, the receipt of which is hereby acknowledged, and other good and valuable consideration, Assignors have sold, assigned and transferred and by these presents do sell, assign and transfer unto the said Intelligent Inspection Corporation, its successors and assigns the full and exclusive right, title and interest in and to said invention and in and to said patent application in the United States of America and its territorial possessions and in any and all foreign countries and the entire right, title and interest in and to any and all Letters Patent which may be granted therefor in the United States of America or in any and all said foreign countries and in and to any and all divisions, continuations, renewals, substitutions or reissues and extensions thereof for the full term or terms for which the same may be granted;

PATENT REEL: 9854 FRAME: 0688

D30-005

Assignors hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale;

Assignors hereby authorize and request the Patent and Trademark Office officials in the United States of America and any and all foreign countries to issue any and all of said Letters Patent, when granted, to said Intelligent Inspection

Corporation as the assignee of Assignors' entire right, title and interest in and to the same for the sole use and behoof of said Intelligent Inspection Corporation, its successors and assigns to the full end of the term for which any of said Letters Patent may be granted as fully and entirely as the same would have been held by Assignors had this assignment and sale not been made;

Further, Assignors agree to communicate to Intelligent Inspection

Corporation or its representatives any facts known to Assignors respecting said invention, to testify in any legal proceeding, to sign all lawful papers, to execute all divisional, continuation, substitution, renewal and reissue applications, to execute all necessary assignment papers to cause any and all of said Letters Patent to be issued to said Intelligent Inspection Corporation, to make all rightful oaths and generally to do everything possible to aid said Intelligent Inspection Corporation, its successors and assigns to obtain and enforce proper protection for said invention in the United States of America and in any and all foreign countries without further compensation, but at the expense of Intelligent Inspection Corporation, its successors, assigns or other legal representatives; and

Assignors hereby appoint the Secretary or any other officer of Intelligent
Inspection Corporation as Assignors' attorney-in-fact and agent to execute all
documents required or appropriate to perfect or enforce all rights assigned under this
Agreement and further authorizes Assignors' attorney and attorneys and the attorney

D30-005

and attorneys for Intelligent Inspection Corporation to register this assignment in any and all countries.

IN TESTIMONY WHEREOF Neil DeGuzman and Thomas W. McIntyre have hereunto set their hands and seals this 9th day of January, 1999.

Neil DeGuzman

Thomas W. McIntyre

Commonwealth of Massachusetts)

ss:

Suffolk County

Before me personally appeared the above named Neil DeGuzman and Thomas W. McIntyre on the date aforesaid, known to me to be the persons described herein, who executed the foregoing instrument before me and acknowledged the same to be their free acts and deeds.

(Notarial Seal)

RECORDED: 03/19/1999

My commission expires:

Tude L. Shud .

Notary Public

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NOTAR: ALD B

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