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07-27-1999



Docket No.: Newtech-General

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings → → →

To the Honorable Commissioner of Patents and T

101102094

original documents or copy thereof.

1. Name of conveying party(ies):
Bricsoe Tool Company

2. Name and address of receiving party(ies):

Name: **West Powderly Corp. d/b/a New Tech Rock Bit Co.**

Internal Address:

Additional names(s) of conveying party(ies) ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

Street Address: **4201 Park Avenue S.W.**

City: **Birmingham** State: **AL** ZIP: **35228**

Execution Date: **July 1, 1999**

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

4. Application number(s) or registration numbers(s):

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

A. Patent Application No.(s)

B. Patent No.(s)

5,099,932

5,189,932

5,490,570

Additional numbers attached? ☐ Yes ☒ No

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

Name: **WALTER R. BROOKHART**

Internal Address: **BROWNING BUSHMAN,**

Street Address: **5718 WESTHEIMER, SUITE 1800**

City: **HOUSTON**

State: **TX**

ZIP: **77057**

6. Total number of applications and patents involved: **3**

7. Total fee (37 CFR 3.41):.....\$ **120.00**

☒ Enclosed - Any excess or insufficiency should be credited or debited to deposit account

☐ Authorized to be charged to deposit account

8. Deposit account number:

02-4345

01 FC:581

120.00 OP

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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.

WALTER R. BROOKHART

Name of Person Signing

Signature

JULY 20, 1999

Date

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

4

ASSIGNMENT

Whereas, Briscoe Tool Company, Inc., an Oklahoma corporation having a principal place of business at 406 N. Main St., Kingfisher, OK 73750 (hereinafter "Assignor") is the owner by Assignment of the patents listed in Schedule A attached hereto and made a part hereof and of the inventions described and claimed therein and of all rights associated therewith (hereinafter "the Patent Rights");

Whereas West Powderly Corp. d/b/a New Tech Rock Bit Company, an Alabama corporation having a principal place of business at 4201 Park Avenue, S.W., Birmingham, Alabama 35228 (hereinafter "Assignee") acquired from Assignor on or about March 29, 1999, the assets, including the Patent Rights, and business operated by Assignor as New Tech Rock Bit Company; and

Whereas Assignee wishes to formally acquire those Patent Rights by Assignment.

Now, therefore, for and in consideration of \$10.00 (Ten Dollars) and other good and valuable consideration paid by Assignee to Assignor in connection with the acquisition of New Tech Rock Bit Company, including the Patent Rights, on or about March 29, 1999, the receipt and sufficiency of which is hereby acknowledged by Assignor;

Assignor does hereby convey, sell, assign, transfer and set over to Assignee and its successors, assigns and legal representatives, all its right, title and interest in and to said patents, inventions and the Patent Rights including all rights therein in the United States and throughout the world, including without limitation, all improvements; all foreign counterparts; all continuations, divisions, continuations-in-part, substitutions, reissues, reexaminations, renewals and extensions that may be made or granted thereon; the right to apply for additional United States and foreign patents on said inventions; the right to register patent rights on said inventions from one jurisdiction in other jurisdiction(s) that accept and honor such registrations; and the right to sue, counterclaim and recover for past, present and future infringements, the same to be held and enjoyed by Assignee, its successors, assigns and legal representatives to the full end of the terms for which the Patent Rights are granted, as fully and entirely as the same would have been held by Assignor had this Assignment and sale not been made;

Assignor does 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

Assignor does hereby covenant and agree that it will at any time, and without requiring further remuneration, upon the request of Assignee, its successors or assigns execute and deliver any and all papers and do all lawful acts that may be necessary or desirable, in the opinion of Assignee,

to enable and assist Assignee to obtain letters patent, both domestic and foreign; to establish, maintain and secure title in Assignee, its successors and assigns to the property conveyed herein, including making such title of lawful public record; and to defend, establish or otherwise preserve the validity of the Patent Rights against any and all infringers, and to perform such other acts as are necessary to give full force and effect to this Assignment.

Briscoe Tool Company, Inc.

Date: July 1, 1999

By: Lenard Briscoe
Lenard Briscoe, President

STATE OF OKLAHOMA §
 §
COUNTY OF Kingfisher §

BEFORE me, the undersigned authority, on this day personally appeared Lenard Briscoe, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 1st day of July, 1999.

Ronald Clough
Notary Public in and for the State of Oklahoma

[Stamp or Seal]

SCHEDULE A

United States Patent No.	Title	Issue Date
5,099,932	Rock Drill Bit Lubricant Circulating System	3/31/92
5,189,932	Rock Bit Manufacturing Method	3/2/93
5,490,570	Earth Boring Bit and Lubricator/Compensator Therefor	2/13/96

Canadian Patent No.	Title	Issue Date
1,294,800	Method of Remanufacturing a Rock Drill Bit	1/28/92