

11-18-1999

002/003

FORM PTO-1595  
(Rev. 6-93)

OMB No. 0851-0011 (exp. 4/94)

RECORD

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Tab settings 000

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To the Honorable Commissioner of Patents and

Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Endeavor Lease Fund, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

## 3. Nature of conveyance:

☐ Assignment☐ Merger☐ Security Agreement☐ Change of Name☒ Other Assignment & Transfer Agreement

Execution Date: \_\_\_\_\_

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

Name: Ramdrill, LLC

Internal Address: \_\_\_\_\_

Street Address: 1011 Hwy 6 South, Ste. 306City: Houston State: TX ZIP: 77077Additional 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)

B. Patent No.(s)

5540295

5488999

Additional numbers attached? ☐ Yes ☐ No

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

Name: United Petro Services, LLC

Internal Address: \_\_\_\_\_

Street Address: 1011 Hwy 6 South, Ste 306City: Houston State: TX ZIP: 770776. Total number of applications and patents involved: 2

## 7. Total fee (37 CFR 3.41).....\$80.00

☒ 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

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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.

Pat D. Cooper

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 7

11/18/1999 TTON11 00000181 5540295

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

01 FC:581

80.00 OP

③  
Excl. to Ram drill

**TECHNOLOGY AND PATENT RIGHTS LIMITED**  
**ASSIGNMENT AND TRANSFER AGREEMENT**

This agreement (the "Agreement") is made the date specified below, by and between Endeavor Lease Fund, Inc., a Texas corporation (collectively "Assignor"), and Ramdrill, LLC, a Texas limited liability company ("Assignee").

WHEREAS, Assignor is the rightful owner of the Patent Rights and Technology (defined below);

WHEREAS, Assignor wishes to assign all of their right, title and interest in and to the Patent Rights and Technology to Assignee subject to the terms and conditions herein stated;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration set forth below, the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound, hereby agree as follows:

1. Assignment and Transfer. Assignor does hereby irrevocably sell, assign, grant, convey, transfer and deliver to Assignee all of Assignor's right, title and interest in and to the Patent Rights, Technology, Future Technology and Commercially-Feasible Products (all as hereinafter defined). This assignment and transfer is self-effecting.

(a) Patent Rights. Patent Rights are defined as:

- i. any United States Patent and any other rights arising under or based on United States Patent entitled "Vibrator for Drill Stems," issued on

July 30, 1996, U.S. Patent No. 5,540,295, by or any divisions or continuations thereof and any reissues of said patent, relating to the invention;

- ii. any United States Patent and any other rights arising under or based on United States Patent entitled "Drill Bit for Geological Exploration," issued on February 6, 1996, U.S. Patent No. 5,488,999, by or any divisions or continuations thereof and any reissues of said patent, relating to the invention; and
- iii. patents of foreign countries to the extent that such patents correspond to the above-referenced United States Patents and any divisions or continuations thereof or reissues of such patents.

(b) Inventions. Inventions is defined as: the above-described inventions on a collective basis.

(c) Technology. Technology is defined as:

The Inventions, and the research and development activities and experimentation related to the development or enhancement related to the Inventions and proprietary information, designs and processes subject to or included within the Patent Rights, including any and all other inventions, products, designs, processes, improvements, know-how developed or in the process of development by or on behalf of Assignor relating to the Inventions and

proprietary information, designs and processes  
subject to or included within the Patent Rights.

(d) Future Technology. Future Technology is defined as:

products, processes, formulas, designs,  
inventions, programs, know-how, or other  
proprietary information or property which may  
arise or be developed in addition to or form an  
integral part of existing Technology.

(e) Commercially-Feasible Products. Commercially-Feasible Products is  
defined as:

any and all products put into or capable of being  
put into the general stream of commerce for the  
purchase, lease, use, acquisition or consumption  
by consumers, commercial or otherwise, which  
products are covered by or relate to the Patent  
Rights or are developed as a result of or arise  
from the Technology or Future Technology.

2. Consideration. For each drilling rig built by Ramdrill and used in Ramdrill's  
operations or sold by Ramdrill, the Assignor (in their relative percentage undivided  
interests) will receive a royalty payment of \$10,000. Once Assignor is paid royalties  
totally \$125,000, plus applicable interest, Assignor agrees to assign to Assignee  
unconditionally and absolutely and without any limitation or restriction all of Assignor's  
right, title and interest in and to the Patent Rights, Technology, Future Technology and  
Commercially-Feasible Products. Upon such absolute assignment, Assignor will have no

further rights, titles, or interests in or to the Patent Rights, Technology, Future Technology and Commercially-Feasible Products.

3. Development of Technology. The parties agree to jointly develop the Technology and Future Technology to further improve and refine the Inventions and to develop (i) additional applications for its use and (ii) other Commercially-Feasible Products. The parties acknowledge that Commercially-Feasible Products other than those currently utilized may be developed. If this occurs, the parties recognize that Assignor will be entitled to a royalty upon the construction or sale or other commercial use of any such Commercially-Feasible Product. The parties agree to negotiate in good faith to arrive at a fair and reasonable royalty to be payable to Assignor as a result the sale or other commercial use of any such Commercially-Feasible Product not provided for in Section 2 above.

4. Warranty of Title. Assignor warrants that he is the sole owner of the Patent Rights and Technologically (including specifically the Inventions), free of any claims or encumbrances, with the full and absolute authority to assign and transfer the Patent Rights and Technology (including specifically the Invention), as well as the Future Technology and Commercially-Feasible Products.

5. Term. This Agreement is for a period of three years and shall be automatically renewed in five consecutive two year renewal intervals unless the Agreement is terminated by either party, effective only as of the expiration of the initial term or any

renewal period, with written notice to the other party within six months of the expiration of the initial term or any renewal term, whichever the case may be. Under no circumstances will the term of this Agreement be less than three years.

6. Accounting. Assignee agrees to keep accurate records and books of account in accordance with good accounting practice showing all information necessary for the accurate determination of royalties. Within thirty days following the end of each calendar quarter, Assignee shall send Assignor a report in writing, certified by a representative of Assignee, setting forth the computation of royalties in accordance with this Agreement. If no royalties are due and payable, Assignor shall nonetheless render a statement to reflect such fact.

7. Litigation. The parties agree to use all reasonable measures to enforce the Patent Rights and Technology against infringers. Upon learning of any infringement of the Patent Rights, each party shall promptly notify the other party of the infringement and available information concerning such infringement. If Assignee brings suit against an infringer of the Patent Rights it shall give notice of such suit to Assignor and Assignor shall have sixty days in which to elect to join Assignee in the prosecution of the suit. If Assignor so elects, the parties shall share equally in the expenses, costs, attorneys' fees and damages obtained with respect to such suit for past infringement. If Assignor elects not to join Assignee, Assignee shall be responsible for all expenses and shall receive all damages obtained for past infringement; however, Assignor agrees to assist Assignee in

any respect that may be necessary or requested by Assignee (including being named as a party) to enable Assignee to conduct the litigation. If Assignor elects not to join Assignee, Assignee shall keep Assignor reasonably informed of the status of any such litigation. Assignor hereby appoints Assignee its true and lawful attorney and agent, with full power of substitution, in the name of such Assignor to institute and prosecute in the name of Assignor, or otherwise, any and all proceedings which Assignee may deem proper to collect, assert or enforce any claim, right, title, debt or account relating to the Patent Rights, Technology (including specifically the Inventions), Future Technology and Commercially-Feasible Products. Assignor hereby agrees that the foregoing powers are coupled with an interest and shall not be revocable by it in any manner or for any reason.

8. Ownership of Technology. Assignee will have the sole and exclusive right, title and interest in and to the Patent Rights, Technology (including the Inventions) and any Future Technology and any Commercially-Feasible Products conceived or developed therefrom, and all confidential information in connection therewith, including, without limitation, the knowledge, techniques, processes, programs, patents and inventions developed by Assignor. Assignee will have the sole right, title and ownership in and to any pilot or prototype models of any Commercially-Feasible Product or any other physical manifestations or embodiments of the Patent Rights, Technology (including the Inventions) or any Future Technology, all products, component parts, equipment, notes, drawings, schematics, sketches, research material and such and similar items acquired or developed,

and Assignee agrees that upon the termination of this Agreement it will deliver all of the foregoing to Assignor. The foregoing notwithstanding, Assignee will be entitled to retain archival copies of any such notes, drawings, schematics, sketches and research materials; provided, however, that such copies shall remain subject to the confidentiality provisions of Section 9 hereof. All of the Patent Rights and Technology (including the Inventions) in a tangible form, such as designs, drawings, equipment, parts, models and other physical manifestations or embodiments of the Patent Rights and Technology (including the Inventions) will be physically delivered to Assignee immediately after the execution of this Agreement.

9. Confidentiality. Assignor and Assignee agree to maintain the confidential nature of the Patent Rights, Technology (including the Inventions), Future Technology and all confidential information respecting the Commercially-Feasible Products. Assignor and Assignee shall not reveal, and shall not permit any of their respective employees, consultants, agents or representatives to reveal, any such information in connection with the Patent Rights, Technology (including the Inventions), Future Technology, or any Commercially-Feasible Product to any person, firm, corporation or other entity except and to the extent necessary in the implementation of the intent of this Agreement and then only after such other person's written agreement to the confidentiality provisions hereof and the approval of both Assignor and Assignee.



10. Ownership of Patent Applications and Patents. The Patent Applications and Patents shall remain in the name of Assignor, subject to the specific terms and conditions of this Agreement.

11. Mutual Representations. Each party represents and warrants to the other party that (i) it has full power and authority and legal right to execute and delivery this Agreement and to perform and observe the terms hereof, (ii) it has taken all necessary legal and corporate action to authorize the execution and delivery of this Agreement and the performance and observance of the terms and conditions hereof, and (iii) this Agreement constitutes its legal, valid and binding obligations enforceable in accordance with its terms.

12. Further Assurances. Assignor shall execute and delivery, for no additional consideration and at no additional cost to Assignee, any further instruments which may be necessary or which may be deemed necessary by Assignee to fully vest in Assignee all right, title and interest of such Assignee in and to the Patent.

13. Warranties (other than as to title). Except as otherwise expressly provided herein, Assignee and Assignor hereby disclaim any and all warranties or guarantees of performance including, without limitation, any warranties, express or implied, that the Patent Rights, Technology (including the Inventions) and Future Technology to be transferred hereunder or the services to be rendered as provided herein shall be merchantable or fit for a particular purpose.

14. Notices. All notices required or provided for use in this Agreement shall be in writing and shall be given by certified mail prepaid and properly addressed to the address of the party to be served as shown below. Notice shall be effective on the date such notice was mailed.

**If to Assignor:**

**Name:** % Rod Kelley

**Address:** 2400 Baker Road  
Houston, Texas 77094

**If to Assignee:**

**Name:** Rod Kelley, Sole Manager  
Ramdrill, LLC

**Address:** 2400 Baker Road  
Houston, Texas 77094

15. Severability. The parties hereto do not intent to violate any public policy, statutory or common law. However, if any sentence, paragraph, clause or combination of this Agreement is in violation of any state or federal law or is found to be otherwise unenforceable by a court from which there is no appeal, or no appeal is taken, such sentences, paragraphs, clauses, or combinations of the same shall be reformed or deleted and the remainder of this Agreement shall be binding.

16. Entire Agreement. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior

communications, understandings and agreements. It shall not be modified except by a subsequently dated written amendment of the Agreement, signed on behalf of the parties by their duly authorized representatives.

17. No Waiver. No term or provision hereof shall be deemed waived and no breach consented to or excused, unless such waiver, consent or excuse shall be in writing and signed by the party claimed to have waived or consented. Should either party consent, waive or excuse a breach by the other party, such consent, waiver or excuse shall not constitute a consent to, waiver of, or excuse of any other different or subsequent breach whether or not of the same kind as the original breach.

18. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.

19. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall be for all purposes deemed an original and all such counterparts together shall constitute but one and the same instrument.

20. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to choice of law principles. The applicable venue shall be exclusively Harris County, Texas.

21. Effective Date. This Agreement shall be effective as of the date of execution of the Agreement.

In witness whereof, this Agreement has been executed this 1<sup>st</sup> day of March, 1998.

**"ASSIGNEE"**

**RAMDRILL, LLC**

By: Rod Kelley

Rod Kelley, Sole Manager

**"ASSIGNOR"**

**ENDEAVOR LEASE FUND, INC.**

By: Rod Kelley

Rod Kelley, President

THE STATE OF TEXAS

§

COUNTY OF HARRIS

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BEFORE ME, the undersigned authority, on this day personally appeared Rod Kelley, Sole Manager of Ramdrill, LLC, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23<sup>rd</sup> day of March, 1998.



My Commission Expires:

9-15-2000

A handwritten signature of Lisa Michelle Thompson in cursive script.

Notary Public in and for  
the State of Texas

THE STATE OF TEXAS

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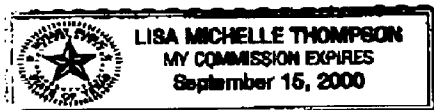
COUNTY OF HARRIS

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BEFORE ME, the undersigned authority, on this day personally appeared Rod Kelley, President of Endeavor Lease Fund, Inc., known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23<sup>rd</sup> day of March, 1998.



My Commission Expires:

9-15-2000

A handwritten signature of Lisa Michelle Thompson in cursive script.

Notary Public in and for  
the State of Texas

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