

10-19-1999

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VERVE L.L.C.

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To the Honorable Commissioner of Patents and T

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documents or copy thereof.

<p>1. Name of conveying party(ies): William S. Strange, Jr.</p> <p>Additional names of conveying party(ies) attached? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no</p> <hr/> <p>3. Nature of Conveyance</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: April 7, 1999</p>	<p>2. Name and address of receiving party(ies): Name: <u>VERVE, L.L.C.</u></p> <p>Internal Address: PMB 67 8127 Mesa Drive #B-206 Austin, Texas 78759</p> <p>Street Address: <u>Same as Above</u> City _____ State _____ Zip _____</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no</p>
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4. Application number(s) or patent number(s):
Title: DRILL BIT WITH FORWARD SWEEP CUTTING ELEMENTS
If this document is being filed together with a new application, the execution date of the application is _____

<p>A. Patent Application No(s). USSN 08/272,559 filed 07/11/1994</p>	<p>B. Patent No(s). USPN 5,443,565 issued 08/22/1995</p>
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Additional numbers attached? ☐ Yes ☒ No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Raymond M. Galasso Verve, L.L.C. PMB 67 8127 Mesa Drive #B-206 Austin, TX 78759</p>	<p>6. Total number of applications and patents involved: <u>1</u></p> <p>7. Total fee (37 CVF 3.41): <u>\$ 40.00</u></p> <p><input checked="" type="checkbox"/> Enclosed Check</p> <p>8. Deposit account number: _____</p>
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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.

<p><u>Raymond M. Galasso</u> Name of Person Signing Tel.: (512) 231-0525</p>	<p><i>[Signature]</i> Signature</p>	<p><u>10/11/99</u> Date</p>
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Total number of pages comprising cover sheet: 1

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PATENT
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LAW OFFICES
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TROY, MICHIGAN 48063

NO PHONE CALLS PLEASE.

April 7, 1999

William S. Strange, Jr.

PO Box 1298

Waskom, TX 75692-1298

Dear William S. Strange, Jr.

I am the General Counsel of Verve L.L.C. ("Verve"), Verve is interested in buying your patent(s), United States Patent Number(s) 5,443,565 ("Patent(s)"). Verve's offer is as follows:

If you agree to assign all of your rights to the Patent(s) to Verve, Verve agrees, subject to approval by Verve's patent counsel, to:

- 1) pay the upcoming United States Patent and Trademark Office maintenance fee due for the Patent(s) to avoid expiration of the Patent(s);
- 2) pay you a royalty of 5% of net sales derived from the sale of any product sold by Verve which includes the patentable invention(s) defined by the claims of the Patent(s); and
- 3) pay you 30% of all amounts Verve obtains (by payment, settlement, license, collection or otherwise) from enforcement of the rights in the Patent(s) less all reasonable and necessary costs and expenses relating to the enforcement. By way of example, but not intended as a complete list, expenses include legal fees paid to attorneys and experts employed for the enforcement.

4) WILLIAM SCOTT STRANGE RETAINS RIGHT TO PRODUCE UP TO 1,000 UNITS PER YEAR

As indicated above Verve's offer and your acceptance ("Agreement") is subject to approval by Verve's patent counsel who will, among other things, examine the Patent(s), the file history for the Patent(s) and assignment records of the Patent(s) and based upon such examination either approve or disapprove the Agreement. If Verve's patent counsel disapproves of the Agreement, then Verve reserves the right to cancel and void the Agreement without obligation to you. Also, if you no longer own the Patent(s), have already exclusively licensed rights to the Patent(s) to a third party, or the Patent(s) is/are currently being infringed upon by a third party as determined by a patent attorney, then Verve's offer set forth above does not apply and is hereby withdrawn without obligation to you. Therefore, by accepting Verve's offer you are warranting that you still own the Patent(s), that the Patent(s) has/have not been exclusively licensed to a third party and that, to the best of your knowledge, the Patent(s) is/are not being infringed upon by any third parties.

Agreed
A.M.G.
For Verve L.L.C.

Please indicate your acceptance of Verve's offer set forth above by signing below and returning this letter to me. We have enclosed a self-addressed envelope for your convenience in returning your acceptance to me.

RE: Patent Number 5,443,565

Signature(s): William S. Strange, Jr.

Patent Owner(s): William S. Strange, Jr.

Address: PO Box 1298 Waskom TX 75692

Phone No.: 903-687-3822

E-mail address: BIT-TECH@PRYSM-NET

General Counsel

Verve L.L.C.

Sincerely,

Frank R. Simon

Frank R. Simon