

06-05-2000

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

5.23.00



Patent and Trademark Office

101373863

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101373863  
06/05/2000  
05/23/00

1. Name of conveying party(ies):

Robert E. Smith III

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: May 22, 2000

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

Name: National Coupling Company, Inc.

Internal Address:

Street Address: 1316 Staffordshire Road

City: Stafford State: TX Zip: 77477

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

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

09 578051

If this document is being filed together with a new application, the execution date of the application is: May 23, 2000

A. Patent Application No.(s):

UNKNOWN

B. Patent No.(s):

UNKNOWN

Additional numbers attached?  Yes  No

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

Name: STEPHEN D. DELLETT

Fulbright & Jaworksi

600 Congress Avenue, #1900

City: Austin State: Texas Zip: 78701

6. Total number of applications and patents involved: 1

7. Total fee (37 C.F.R. 3.41)----- \$ 40.00

Enclosed

Authorized to be charged to deposit account

if check insufficient or inadvertently omitted

8. Deposit account number: 50-1212/NATT:054US0/DEL

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

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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.

05/31/2000  
02 FC:581  
0000036-09578051  
10.00 OP

Stephen D. Dellett

Name of Person Signing, Reg. No. 32,564

Signature

5.23.00

Date

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

EXPRESS MAIL MAILING LABEL  
 NUMBER EL548524133US  
 DATE OF DEPOSIT May 23, 2000

ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency and adequacy of which are hereby acknowledged, the undersigned, does hereby:

SELL, ASSIGN AND TRANSFER to NATIONAL COUPLING COMPANY, INC. (the "Assignee"), having a place of business at 1316 Staffordshire Road, Stafford, Texas 77477, the entire right, title and interest for the United States and all foreign countries in and to any and all improvements which are disclosed in the application for United States Letters Patent, which has been executed by the undersigned concurrently herewith and is entitled "**UNDERSEA HYDRAULIC COUPLING WITH GUIDE FOR VALVE ACTUATOR**" such application and all divisional, continuing, substitute, renewal, reissue and all other applications for patent which have been or shall be filed in the United States and all foreign countries on any of such improvements; all original and reissued patents which have been or shall be issued in the United States and all foreign countries on such improvements; and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on such application in the United States;

AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and foreign patents granted on such improvements to the Assignee;

WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or will be made to others by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned;

COVENANT, when requested and at the expense of the Assignee, to carry out in good faith the intent and purpose of this assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all such improvements; execute all rightful oaths, declarations, assignments, powers of attorney and other papers; communicate to the Assignee all facts known to the undersigned relating to such improvements and the history thereof; and generally do everything possible which the Assignee shall consider desirable for vesting title to such improvements in the Assignee, and for securing, maintaining and enforcing proper patent protection for such improvements;

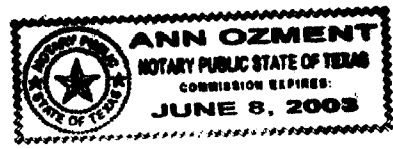
TO BE BINDING on the heirs, assigns, representatives and successors of the undersigned and extend to the successors, assigns and nominees of the Assignee.

Signature: [Handwritten Signature]  
Name: Robert E. Smith III

Date: 22 MAY 00

STATE OF TEXAS )  
 ) ss.  
COUNTY OF FT. BEND )

BEFORE ME, the undersigned authority, on this 22<sup>nd</sup> day of May, 2000, personally appeared Robert E. Smith III, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed.



[SEAL]

[Handwritten Signature]  
Notary or Consular Officer

FULBRIGHT & JAWORSKI L.L.P.  
600 Congress Avenue, Suite 1900  
Austin, Texas 78701