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

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RECORDATION FORM COVER SHEET

U. S. DEPARTMENT OF COMMERCE

**PATENTS ONLY**

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying parties(ies):  
  
Jerry L. Harmon  
William T. Bell  
  
Additional name(s) of conveying party(ies):  
  
Attached?  Yes  No

2. Name and address of receiving party(ies):  
  
Geo-X Systems Ltd.  
900, 425 First Street S.W.  
Calgary, Alberta  
Canada, T2P 3L8  
  
Additional name(s) & address(es)  
  
Attached?  Yes  No

jc836 U.S. PTO  
09/595384  
06/15/00

3. Nature of conveyance:  
  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_  
  
Execution Date: June 6, 2000

4. Application number(s) or patent number(s): \_\_\_\_\_ *09595384*  
  
If this document is being filed together with a new application, the execution date of the application is : June 6, 2000  
  
A. Patent Application No.(s). \_\_\_\_\_  
B. Patent No.(s). \_\_\_\_\_  
  
Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
  
Robert Gray  
Conley, Rose & Tayon, P.C.  
P. O. Box 3267  
Houston, Texas 77253-3267

6. Total number of application and patents involved: 1  
  
7. Total fee (37 CFR 3.41) .....\$ 40.00  
 See Application Transmittal Form  
 Enclosed  
 Authorized to be charged to deposit account  
  
8. Deposit account number: 03-2769  
  
(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 if a true copy of the original document  
  
\_\_\_\_\_  
Name of Person Signing  
  
*Robert Gray*  
Signature  
  
\_\_\_\_\_  
Date  
*June 15, 2000*

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

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**ASSIGNMENT**

SUBJECT TO THE TERMS CONTAINED IN "AGREEMENT TO COOPERATE IN DEVELOPMENT AND MARKETING OF A DOWNHOLE PROCESS CONTROL METHOD UTILIZING SEISMIC COMMUNICATION" ("AGREEMENT") BETWEEN JERRY L. HARMON, WILLIAM T. BELL AND GEO-X SYSTEMS LTD AND IN CONSIDERATION OF TEN DOLLARS (\$10.00) cash in hand paid to us by GEO-X SYSTEMS LTD, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, Jerald L. Harmon and William T. Bell ("ASSIGNORS"), having made an invention entitled DOWNHOLE PROCESS CONTROL METHOD UTILIZING SEISMIC COMMUNICATION while in the employ of GEO-X SYSTEMS LTD, a corporation organized and existing under the laws of Canada, (sometimes hereinafter called "ASSIGNEE"), do hereby ASSIGN, SELL and CONVEY to said ASSIGNEE, its successors and assigns, the entire right, title and interest throughout the world in and to:

1. Said invention in DOWNHOLE PROCESS CONTROL METHOD UTILIZING SEISMIC COMMUNICATION;
2. United States of America patent application on said invention, Attorney's File No. 1774-00200, executed by me concurrently herewith, entitled DOWNHOLE PROCESS CONTROL METHOD UTILIZING SEISMIC COMMUNICATION;
3. All applications for patent or like protection on said invention that have now been or may in the future be made by me or my legal representatives, whether in the United States of America or any other place anywhere in the world;
4. All patents and like protection that have now been or may in the future be granted on said invention to me or my legal representatives, whether in the United States of America or in any other country or place anywhere in the world;
5. All substitutions for and divisions, continuations, continuations-in-part, renewals, reissues, extensions, and the like of said applications and patents and like grants, including without limitations, those obtained or permissible under past, present and future law and statutes;
6. All rights of action on account of past, present and future unauthorized use of said invention for infringement of said patents and like protection;
7. The right to ASSIGNEE to file in its name applications for patents and like protection for said invention in any country or countries foreign to the United States; and

8. All international rights of priority associated with said invention, applications, patents and like protection;

and we covenant that we, our heirs, legal representatives, assigns, administrators, and executors will at the expense of ASSIGNEE, its successors and assigns, execute all papers and perform such other acts as may be reasonably necessary to give ASSIGNEE, its successors and assigns, the full benefit of this Assignment. If any term of this Assignment conflicts with any term of AGREEMENT, said AGREEMENT shall control.

EXECUTED on the date indicated below, opposite our signatures.

June 6, 2000  
Date

Jerald L. Harmon  
Jerald L. Harmon

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

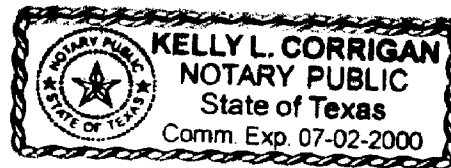
BEFORE ME, the undersigned authority, on this day personally appeared Jerald L. Harmon known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 6 day of June, 2000.

Kelly L. Corrigan  
Notary Public in and for  
the State of TEXAS

[S E A L]

My Commission Expires:  
\_\_\_\_\_



JUNE 6, 2000  
Date

William T. Bell  
William T. Bell

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

BEFORE ME, the undersigned authority, on this day personally appeared William T. Bell 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 the 6 day of June, 2000.

Kelly L. Corrigan  
Notary Public in and for  
the State of TEXAS

[SEAL]

My Commission Expires:

\_\_\_\_\_

