

10-25-2000



101496425  
RECORDATION FORM COVER SHEET  
**PATENTS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

☒ New  
☐ Resubmission (Non-Recordation)  
Document ID#   
☐ Correction of PTO Error  
Reel #  Frame #   
☐ Corrective Document  
Reel #  Frame #

**Conveyance Type**

☒ Assignment ☐ Security Agreement  
☐ License ☐ Change of Name  
☐ Merger ☐ Other   
**U.S. Government**  
(For Use ONLY by U.S. Government Agencies)  
☐ Departmental File ☐ Secret File

**Conveying Party(ies)**

☐ Mark if additional names of conveying parties attached  
Execution Date  
Month Day Year  
10022000

Name (line 1) Continental Emsco Company

Name (line 2)

**Second Party**

Name (line 1)

Name (line 2)

Execution Date  
Month Day Year

**Receiving Party**

☐ Mark if additional names of receiving parties attached

Name (line 1) Oil States Industries, Inc.

Name (line 2)

Address (line 1) 7701-A S. Cooper St.

Address (line 2)

Address (line 3) Arlington Texas 76001  
City State/Country Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**FOR OFFICE USE ONLY**

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

**PATENT**  
REEL: 011170 FRAME: 0181

**Correspondent Name and Address**

Area Code and Telephone Number

817-548-4896

Name Sherry Horton

Address (line 1) Oil States Industries, Inc.

Address (line 2) 7701-A S. Cooper St.

Address (line 3) Arlington, Texas 76001

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

# 2

**Application Number(s) or Patent Number(s)**

☒ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

**Patent Application Number(s)**

**Patent Number(s)**


4593941	5101905	5299790
4627885	5133578	5366324
4913411	5160219	5433423

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

**Patent Cooperation Treaty (PCT)**

Enter PCT application number  
only if a U.S. Application Number  
has not been assigned.

PCT PCT PCT  
PCT PCT PCT

**Number of Properties**

Enter the total number of properties involved.

# 33

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$ 1,320.00

Method of Payment:  
Deposit Account

Enclosed ☒ Deposit Account ☐

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

# 122256

Authorization to charge additional fees:

Yes ☒ No ☐

**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. Charges to deposit account are authorized, as indicated herein.

Howard Hughes

Name of Person Signing

Signature

10022000

Date

**RECORDATION FORM COVER SHEET  
CONTINUATION  
PATENTS ONLY**

U.S. Department of Commerce  
Patent and Trademark Office  
**PATENT**

**Conveying Party(ies)**

☐ Mark if additional names of conveying parties attached

Enter additional Conveying Parties

Name (line 1)	<input type="text"/>	Execution Date Month Day Year	<input type="text"/>
Name (line 2)	<input type="text"/>		
Name (line 1)	<input type="text"/>	Execution Date Month Day Year	<input type="text"/>
Name (line 2)	<input type="text"/>		
Name (line 1)	<input type="text"/>	Execution Date Month Day Year	<input type="text"/>
Name (line 2)	<input type="text"/>		

**Receiving Party(ies)**

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Enter additional Receiving Party(ies)

Name (line 1)	<input type="text"/>	<input type="checkbox"/> If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)		
Name (line 2)	<input type="text"/>			
Address (line 1)	<input type="text"/>			
Address (line 2)	<input type="text"/>			
Address (line 3)	<input type="text"/>	<input type="text"/>	<input type="text"/>	
	City	State/Country	Zip Code	
Name (line 1)	<input type="text"/>	<input type="checkbox"/> If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)		
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Address (line 2)	<input type="text"/>			
Address (line 3)	<input type="text"/>	<input type="text"/>	<input type="text"/>	
	City	State/Country	Zip Code	

**Application Number(s) or Patent Number(s)**

☒ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)			Patent Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="5457841"/>	<input type="text" value="5641248"/>	<input type="text" value="5905212"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="5482406"/>	<input type="text" value="5658095"/>	<input type="text" value="5951061"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="5573463"/>	<input type="text" value="5716166"/>	<input type="text" value="4475163"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="5615977"/>	<input type="text" value="5628586"/>	<input type="text" value="5791695"/>
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RECORDATION FORM COVER SHEET  
CONTINUATION  
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Patent and Trademark Office  
**PATENT**

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Month Day Year

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Name (line 2)

Execution Date  
Month Day Year

Name (line 1)

Name (line 2)

Execution Date  
Month Day Year

Name (line 1)

Name (line 2)

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Address (line 2)

Address (line 3)  City  State/Country  Zip Code

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**Application Number(s) or Patent Number(s)**

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**Patent Application Number(s)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>

**Patent Number(s)**

4421139	4661020	<input type="text"/>
4432419	4826356	<input type="text"/>
4470726	4902170	<input type="text"/>
4549580	4968184	<input type="text"/>
4552486	<input type="text"/>	<input type="text"/>

## PATENT ASSIGNMENT

WHEREAS, Continental Emsco Company, (hereinafter "Assignor") a corporation of Delaware, having a place of business at 7701A S. Cooper St., Arlington, Texas, is the owner of certain United States and foreign patents and patent applications; and

WHEREAS, Oil States Industries, Inc., (hereinafter "Assignee") a corporation of Delaware, having a place of business at 7701A S. Cooper St., Arlington, Texas, desires to acquire all right, title and interest in and to the United States and foreign patents and patent applications;

NOW, THEREFORE, pursuant to the attached General Conveyance, Assignment, Bill of Sale and Assumption Agreement entered into as of July 31, 1995 between Assignor and Assignee, and for good and valuable consideration, the full receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby SELL, ASSIGN AND TRANSFER to Assignee, the entire right, title and interest for the following patents, patent applications, and improvements therein:

<u>Country</u>	<u>Patent No.</u>	<u>Country</u>	<u>Patent No.</u>
U.S.	4593941	U.S.	5628586
U.S.	4627885	U.S.	5984586
U.S.	4913411	U.S.	5905212
U.S.	5101905	U.S.	5951061
U.S.	5133578	U.S.	4475163
U.S.	5160219	U.S.	5791695
U.S.	5299790	U.S.	4367983
U.S.	5366324	U.S.	4421139
U.S.	5433423	U.S.	4432419
U.S.	5457841	U.S.	4470726
U.S.	5482406	U.S.	4549580
U.S.	5573463	U.S.	4552486
U.S.	5615977	U.S.	4661020
U.S.	5873678	U.S.	4826356
U.S.	5641248	U.S.	4902170
U.S.	5658095	U.S.	4968184
U.S.	5716166		

The Assignor does hereby 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 Assignor, and that the full right to convey the same as herein expressed is possessed by the Assignor;

The Assignor does hereby 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, and assignments; execute all powers of attorney and other papers; communicate to the Assignee all facts known to the undersigned relating to such patents 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.

IN WITNESS THEREOF Assignor has executed this Assignment on the date stated below, to be effective July 31, 1995.

CONTINENTAL EMSCO COMPANY ("Assignor")

BY:

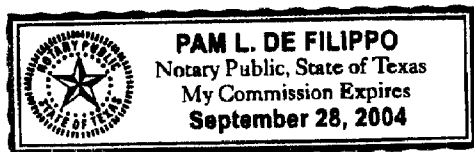
Signature: *Howard Hughes* Date: 10022000  
Name: Howard Hughes  
Title: President

STATE OF Texas §  
§ ss.  
COUNTY OF Tarrant§

BEFORE ME, the undersigned authority, on this 2nd day of October, 2000, personally appeared Howard Hughes known to me to be the person whose name 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.

*P. L. De Filippo*  
Notary or Consular Officer

[SEAL]



GENERAL CONVEYANCE,  
ASSIGNMENT, BILL OF SALE AND ASSUMPTION AGREEMENT

THIS GENERAL CONVEYANCE, ASSIGNMENT, BILL OF SALE AND ASSUMPTION AGREEMENT (this "Agreement") is entered into as of July 31, 1995 between Continental Emsco Company, a Delaware corporation ("Grantor"), and Oil States Industries, Inc., a Delaware corporation ("Grantee").

W I T N E S E T H:

WHEREAS, Grantor currently transacts business through its unincorporated division known as the "Oil States Industries" division (the "Division");

WHEREAS, Grantor has maintained separate books and records for the Division (the "Division Books and Records") and separately has accounted for the income and expenses attributable to the Division; and

WHEREAS, Grantor wishes to assign its assets, properties and rights relating to the Division to Grantee, its wholly owned subsidiary;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Conveyance and Assignment of Assets. Grantor hereby grants, conveys, assigns, transfers, bargains and delivers unto Grantee all of its right, title and interest in and to the assets, properties and rights (real, personal and mixed) of the Division including, but not limited to, the following: (i) the real property of the Division; (ii) all of the tangible personal property of the Division, which tangible personal property includes the entire operating assets of the Division within the meaning of Texas Tax Code §151.304(b)(2); (iii) the accounts receivable of the Division; (iv) the business good will of the Division; (v) Grantor's rights against manufacturers and prior owners of any of such assets, properties and rights described in this Paragraph 1; and (vi) the Division Books and Records, SAVE AND EXCEPT (x) any equity interest in any person (including any shares of stock and any partnership interests) and (y) any intangible property to the extent the transfer thereof requires the consent of any person that has not been obtained as of the date hereof (the "Excluded Intangible Property") (the foregoing, other than the excluded items described in clauses (x) and (y) above, being collectively referred to as the "Conveyed Assets").

TO HAVE AND TO HOLD the Conveyed Assets unto Grantee and its successors and assigns forever, together with all and singular the rights and appurtenances belonging or pertaining thereto.

2. Subsequent Actions. As it is the parties' intent that all assets, properties and rights of the Division (other than those described in clause (x) of Paragraph 1) be assigned to Grantee, Grantor hereby covenants to and with Grantee to use commercially reasonable efforts to obtain such

consents as may be required to effectively transfer to Grantee the Excluded Intangible Property and to execute and deliver to Grantee and its successors and assigns, all such other and further instruments of conveyance, assignment and transfer that would more fully and specifically convey, assign, and transfer to and vest in Grantee the title of Grantor in and to the Conveyed Assets and the Excluded Intangible Property.

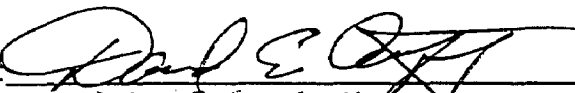
3. Assumption. Grantee has and by these presents does hereby fully assume all liabilities and obligations of the Division existing as of the date of this Agreement.

4. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED, PERFORMED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF TEXAS.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.


GRANTOR:

Continental Emsco Company

By:   
Name: DAVID E. ALTHOFF  
Title: PRESIDENT

GRANTEE:

Oil States Industries, Inc.

By:   
Name: DAVID E. ALTHOFF  
Title: PRESIDENT

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