

01-17-2001

FORM PTO-1595 (Modified)  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)  
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P08/REV02

12-14-00



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Tab settings

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

1. Name of conveying party(ies):

**HERBERT L. JUPPE  
ROBERT P MARCHANT  
MOHAND MELBOUCI**

Additional names(s) of conveying party(ies)  Yes  No

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

Name: **HERCULES INCORPORATED**

Internal Address: **LAW DEPARTMENT**

Street Address: **1313 N. MARKET STREET**

City: **WILMINGTON** State: **DE** ZIP: **19894**

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

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other

Execution Date: **6th, 13th & 15th OF NOVEMBER, 2000**

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

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)

09/717,884

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: **DAVID EDWARDS**

Internal Address: **LAW DEPARTMENT**

Street Address: **1313 N. MARKET STREET**

**HERCULES PLAZA**

City: **WILMINGTON** State: **DE** ZIP: **19894**

6. Total number of applications and patents involved: **1**

7. Total fee (37 CFR 3.41):.....\$ **40.00**

- Enclosed - Any excess or insufficiency should be credited or debited to deposit account
- Authorized to be charged to deposit account

8. Deposit account number:

**08-1800**

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.

**David Edwards, Reg.No.:27,293**

Name of Person Signing

Signature

**12/12/00**

Date

Total number of pages including cover sheet, attachments, and document: **6**

PATENT

Serial No. 09/717,884

Filed NOVEMBER 21, 2000

Juppe, Marchant, and Melbouci DKT# 10070

**ASSIGNMENT**

WHEREAS, We, Herbert L. Juppe of 5210 Mariners Harbor, Houston, TX 77041, in the County of Harris and State of Texas; Robert P. Marchant of 407 Cottonwood Street, Kenedy, TX 78119, in the County of Karnes and State of Texas; Mohand Melbouci of 134 Shinn Circle, Wilmington, DE 19808, in the County of New Castle and State of Delaware; respectively; have invented certain new and useful improvements in Environmentally Acceptable Fluid Polymer Suspension For Oil Field services described in a patent application executed by us on the 6, 13+15 day of November, 2000; and identified as DKT# 10070, and of which improvements, in and for the United States, its territories, dependencies and possessions, and for all foreign countries, we are now the joint owners; and

*mm 11/13/00  
Wilmington  
HJ 11/15/00*

WHEREAS, **HERCULES INCORPORATED**, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and having its principal office and place of business in Wilmington, Delaware, is desirous of acquiring the entire right, title and interest, for the United States, its territories, dependencies and possessions, and for all foreign countries, in and to the said improvements, application, invention or inventions, and any Letters Patent that might be granted therefor or thereupon, the said HERCULES INCORPORATED, its successors and assigns, being hereinafter referred to as "HERCULES."

NOW, THEREFORE, be it known that for good and valuable consideration by us received from said HERCULES, the receipt of which is hereby acknowledged, we have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, to and unto HERCULES, our entire right, title and interest, for and in the United States, its territories, dependencies and possessions, and for and in all foreign countries, in and to:

- (1) Said invention or inventions, and, in, to and under the above-identified patent application, and

- (2) All improvements and modifications of said invention or inventions which we, solely or jointly have made or conceived, or shall make or conceive, while we are employed by HERCULES, and
- (3) All Letters Patent which may be granted by the United States of America, and countries foreign thereto, for or upon said application, invention or inventions, or said improvements or modifications, and in, to and under all reissues and extensions of said Letters Patent, and in, to and under all renewals, divisions, substitutes and continuations of the aforesaid application, and of any application filed in any country for any improvement or modification mentioned in clause (2) above; and we hereby authorize and request the Commissioner of Patents to issue all Letters Patent of the United States of America on the said invention or inventions to HERCULES as assignee of the entire interest therein.

The inventions and the improvements and modifications mentioned in clauses (1), (2), and (3), above, are hereinafter referred collectively as "said inventions".

And, for the above-mentioned considerations, we do hereby covenant and agree:


**First:** That we will promptly and fully disclose to HERCULES all such improvements and modifications invented by us, and we will freely, fully and promptly communicate (in writing if requested) to HERCULES, or its nominee, all facts, information and evidence possessed or known by or available to us which concern "said inventions", and, at the request of HERCULES, that we will testify in interferences and other legal proceedings which may involve "said inventions".

**Second:** That we will render HERCULES, at its expense, all assistance which in its sole opinion is necessary to obtain and enforce patent protection in the United States, its territories, dependencies and possessions, and countries foreign thereto, for "said inventions". If we are not employed by HERCULES, a reasonable per diem charge shall be paid by HERCULES for time spent by us in such connection.

**Third:** That we will, at the request and at the expense of HERCULES, but without further compensation therefor, execute - (a) any and all original, divisional, continuation, substitute, renewal or other applications for Letters Patent of the United States, its territories, dependencies and possessions, and of foreign countries, for "said inventions", (b) any and all applications for the reissue or extension

of any Letters Patent of the United States, its territories, dependencies and possessions, and of foreign countries that may be granted upon said application or for "said inventions", and (c) all assignments and other papers that HERCULES may deem necessary or expedient to secure the grant of each and all of said Letters Patent to HERCULES, or its nominee, and to protect and vest in HERCULES the entire right, title and interest, for the United States, its territories, dependencies and possessions, and for foreign countries, in and to "said inventions" and Letters Patent of the United States, its territories, dependencies and possessions, and for foreign countries.


IN TESTIMONY WHEREOF, we have hereunto set our hand respectively this 15 day of November, 2000.

  
\_\_\_\_\_  
Herbert L. Juppe (L. S.)

IN TESTIMONY WHEREOF, we have hereunto set our hand respectively this 6<sup>th</sup> day of November, 2000.

  
\_\_\_\_\_  
Robert P. Marchant (L. S.)

IN TESTIMONY WHEREOF, we have hereunto set our hand respectively this 13<sup>th</sup> day of November, 2000.

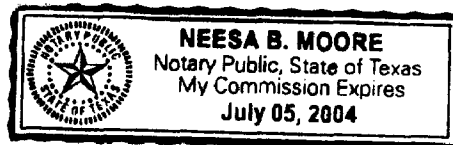
  
\_\_\_\_\_  
Mohand Melbouci (L. S.)

STATE OF Texas )  
 ) SS.  
COUNTY OF Harris )

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that Herbert L. Juppe, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he executed the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 15<sup>th</sup> day of November, 2000.

Neesa B. Moore  
Notary Public  
My commission expires 7/5/2004



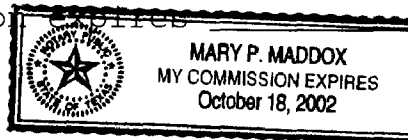
SEAL

STATE OF Texas )  
 ) SS.  
COUNTY OF Karnes )

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that Robert P. Marchant, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he executed the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 6<sup>th</sup> day of November, 2000.

Mary P. Maddox  
Notary Public  
My commission expires



SEAL

STATE OF Delaware )  
 ) SS.  
 COUNTY OF New Castle )

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that **Mohand Melbouci**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he executed the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 13<sup>th</sup> day of **November**, 2000.

Adele M Thorp  
 Notary Public  
 My commission expires 4/27/01

**ADELE M. THORP**  
**NOTARY PUBLIC-DELAWARE**  
 My Commission Expires April 27, 2001

SEAL

a:Jointasg.frm