

01-23-2002

Form PTO-1595

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U.S. DEPARTMENT OF COMMERCE

(Rev. 6-93)

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

Patent and Trademark Office



101955457

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

1. Name of conveying party (ies):

David N. Harry
Lester E. Matthews

1-10-00

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

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ OtherExecution Date: September 20, 2001

2. Name and address of receiving party (ies)

Name: BENCHMARK RESEARCH and TECHNOLOGY, INC.

Internal Address: _____

Street Address: 4113 West IndustrialCity: Midland State: Texas ZIP: 79703Additional name(s) & address (es) attached? ☐ NO ☐ Yes/ No

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

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

A. Patent Application No.(s)

B. Patent No.(s) 5,614,475Additional numbers attached? ☐ NO ☐ Yes/ No

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

Name: CHRISTOPHER L. MAKAYInternal Address: 1634 Milam BuildingStreet Address: 115 East Travis StreetCity: San Antonio State: TX ZIP: 782056. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41) \$ 40.00☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

(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.*Christopher L. Makay

Name of Person Signing

Signature

11 December 2001

Date

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

Mail documents to be recorded with required coversheet information to:

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

DOCKET#: B-0103.05

PATENT

REEL: 012463 FRAME: 0977

ASSIGNMENT

WHEREAS, WE, DAVID N. HARRY and LESTER E. MATTHEWS, citizens of the United States, having an address of 1102 Burchton Court, Sugarland, Texas 77479 and 3700 Dentcrest, Midland, Texas 79707, respectively, (hereinafter referred to as "Assignors") have invented certain new and useful improvements in CARBOXYALKYL SUBSTITUTED PLYGALACTOMANNAN FRACTURING FLUIDS, for which U.S. Patent No. 5,614,475 was issued on March 27, 1997; and

WHEREAS, BENCHMARK RESEARCH AND TECHNOLOGY, INC. a Texas Corporation whose address is 4113 WEST INDUSTRIAL, MIDLAND, TEXAS 79703, is desirous of obtaining the entire right, title and interest in, to and under the said U.S. Patent No. 5,614,475.


NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said Assignors, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said Assignee, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said U.S. Patent No. 5,614,475 and all divisions, renewals and continuations thereof, and all reissues and extensions thereof, and all applications for Letters Patent which may hereafter be filed for said improvements in any country or countries foreign to the United States, and all extensions, renewals and reissues thereof; and we hereby authorize and request the Commissioner for Patents of the United States, and any official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patents for said improvements to the said Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

Assignors further assign to Assignee, its successors, assigns or other legal representatives, any and all claims for damages by reason of past and continuing infringement of said patents, and the right to sue for and collect the same for its own use and benefit and that of its successors, assigns or other legal representatives.

WE HEREBY covenant that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

WE HEREBY further covenant and agree that we will communicate to the said Assignee, its successors, legal representatives and assigns, any facts known to me respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths, and generally do everything possible to aid the said Assignee, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said improvements in all countries.

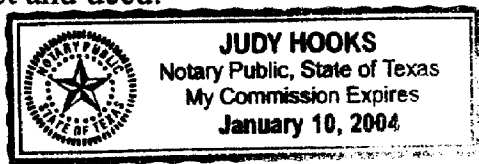
IN TESTIMONY WHEREOF, I hereunto set my hand this 19th day
of September, 2001.

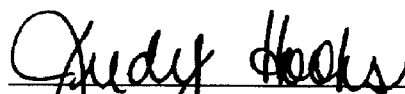


DAVID N. HARRY

STATE OF TEXAS §
COUNTY OF Braxoria §

On this 19th day of September, 2001, before me, a Notary
Public, personally appeared DAVID N. HARRY, to me known to be the person of that
name, who signed the foregoing instrument, and he acknowledge the same to be his free
act and deed.





Notary Public, State of Texas
My Commission Expires: 1/10/04

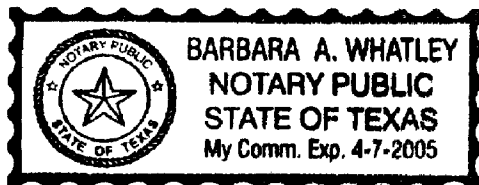
IN TESTIMONY WHEREOF, I hereunto set my hand this 20th day of
September, 2001.

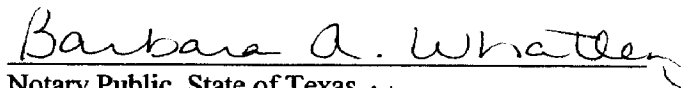


LESTER E. MATTHEWS

STATE OF TEXAS §
COUNTY OF Midland §

On this 20th day of September, 2001, before me, a Notary
Public, personally appeared LESTER E. MATTHEWS, to me known to be the person of
that name, who signed the foregoing instrument, and he acknowledge the same to be his
free act and deed.





Notary Public, State of Texas
My Commission Expires: 4-7-05