

02-28-2002

EET



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To the Honorable Commission

ched original document or copy thereof.

1. Name of conveying party(ies):

Halliburton Energy Services, Inc.
Legal, Intellectual Property Department
P.O. Box 819052
Dallas, Texas 75381

2-8-02

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

Name: Welldynamics Inc.
Internal Address: Legal, Intellectual Property Department
Street Address: 445 Woodline Drive

City: Spring State: Texas ZIP: 77386

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date: May 3, 2001

4. Application number(s) or patent number(s): 6,179,052

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

A. Patent Application No.(s)
6,179,052

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: William M. Imwalle
Internal Address: Legal, Intellectual Property Department
Halliburton Energy Services, Inc.
Mail Code I-B-121
Street Address: P.O. Box 819052
City: Dallas State: Texas ZIP: 75381

6. Number of applications and patents involved: 1

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

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:
08-0300

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

DO NOT USE THIS SPACE

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.

PAUL I. HERMAN
Name of Person Signing

Signature

2/5/02
Date

Total number of pages including cover sheet, attachments, and document: 8

02/21/2002 TDIAZ1 00000020 080300 6179052

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ASSIGNMENT OF INTELLECTUAL PROPERTY

PARTIES

1. **HALLIBURTON ENERGY SERVICES, INC.**, a Delaware Corporation having a principal place of business at 2601 Beltline Road, Carrollton, Texas 75006 (“Assignor”); and
2. **WELLDYNAMICS, INC.**, a Texas Corporation (Charter No. 01335241-00) having a principal place of business 445 Woodline Drive, Spring Texas 77386 (“Assignee”).

RECITAL

1. The “Intellectual Property” is the following:

U.S. Patent No. 6,093,262

Title: Corrosion Resistant Solenoid Valve
Issued: July 25, 2000
Appl. No.: 09/103,673
Filed: June 23, 1998
Inventor: Bouldin; Brett (Spring, TX)

Patent Application PCT/GB99/01971

Title: Corrosion Resistant Solenoid Valve
Filed: June 23, 1999
Inventor: Bouldin, Brett, 707 Creek Forest Circle, Spring, TX
Priority: U.S. 09/103,673; filed June 23, 1998

Patent Application Brazil (PCT) P9911486-0

Title: Corrosion Resistant Solenoid Valve
Filed: June 23, 1999
Inventor: Bouldin, Brett, 707 Creek Forest Circle, Spring, TX
Based on: PCT/GB99/01971
Priority: U.S. 09/103,673; filed June 23, 1998

Patent Application Norway (PCT) 20006636

Title: Corrosion Resistant Solenoid Valve
Filed: June 23, 1999
Inventor: Bouldin, Brett, 707 Creek Forest Circle, Spring, TX
Based on: PCT/GB99/01971
Priority: U.S. 09/103,673, filed June 23, 1998

Patent Application UK (PCT) 31407

Title: Corrosion Resistant Solenoid Valve
Filed: June 23, 1999

Inventor: Bouldin, Brett, 707 Creek Forest Circle, Spring, TX
Based on: PCT/GB99/01971
Priority: U.S. 09/103,673, filed June 23, 1998

U.S. Patent No. 6,179,052

Title: Digital-Hydraulic Well Control System
Issued: January 30, 2001
Appl. No.: 09/133,747
Filed: August 13, 1998
Inventors: Purkis; Daniel (Cruden Bay, GB); Bouldin; Brett (Spring, TX)

Patent Application PCT/GB99/02694

Title: Hydraulic Well Control System
Filed: August 13, 1999
Inventors: Bouldin, Brett, 707 Creek Forest Circle, Spring, TX US);
Purkis, Dan 10 Whinnyfold, Cruden Bay,
Aberdeenshire (GB)
Priority: U.S. 09/133,747 filed August 13, 1998

Patent Application U.S. 09/510,701

Title: Digital Hydraulic Well Control System
Filed: February 22, 2000
Inventors: Purkis, Daniel G; Bouldin, Brett W.
Priority: CIP of U.S. 09/133,747; filed August 13, 1998

Patent Application PCT/US00/10116

Title: Sequential Hydraulic Well Control System For Use In
A Subterranean Well
Filed: April 14, 2000
Inventors: Purkis, Daniel G.; Reid, Michael A.
Priority: U.S. 09/510,701; filed February 22, 2000

Patent Application Venezuela PCT/US00/10116

Title: Sequential Hydraulic Control System For Use In a
Subterranean Well
Inventors: Purkis, Daniel G.; Reid, Michael A.
Based on: PCT/US00/10116

Patent Application PCT/US00/14027

Title: Hydraulically Operated Fluid Metering Apparatus For
Use In A Subterranean Well
Filed: May 22, 2000
Inventors: Reid, Michael A.; Purkis, Daniel G.; Williamson,
Jimmie Robert

Patent Application PCT/US01/00147

Title: Downhole Electrical Transmission System
Filed: January 3, 2001
Inventor: Owens, Steven Cratus
Priority: U.S. 09/484,081; filed January 18, 2000

Patent Application U.S. 09/484,081

Title: Downhole Electrical Transmission System
Filed: January 18, 2000
Inventor: Owens, Steven Cratus

Patent Application PCT/US01/02306

Title: Multiplier Digital-Hydraulic Well Control System
Filed: January 24, 2001
Inventors: Purkis, Daniel G.; Bouldin, Brett W.; Rubbo, Richard
Priority: U.S. 09/5-3,275; filed February 14, 2000

Patent Application Venezuela 2001-000312

Title: Multiplier Digital-Hydraulic Well Control System
Filed: February 12, 2001
Based on: PCT/US01/02306

OPERATIVE PROVISIONS

1. Assignment

- 1.1 Assignor hereby assigns, transfers and conveys to Assignee, free from all liens, charges and encumbrances, absolutely all of Assignor's right, title and interest in the Intellectual Property to the full extent of any such rights, title and interest of Assignor, including all statutory and common law rights of action, powers, and benefits arising from ownership of the Intellectual Property which include, without limitation, any and all contractual rights, licenses, and choses in action of every kind that now are, or that may at any time hereafter be, due or owing to or owned by Assignor based on the Intellectual Property, and the right to sue for damages and other remedies in respect of every act of infringement or misuse of the Intellectual Property assigned under this deed whether occurring prior to or after the date of this deed.
- 1.2 Assignor waives irrevocably and unconditionally any moral rights in the Intellectual Property.

1.3 Assignor covenants and agrees with Assignee to execute and deliver to Assignee any further documents, perform any further acts, provide any truthful and correct papers and testimony in any legal proceedings, and give any other reasonable assistance, all at the expense of Assignee, as Assignee may at any time reasonably request of Assignor:

1.3.1 to secure the vesting in Assignee absolutely of the right, title and interest in and to the Intellectual Property (to the extent that they are capable of assignment by Assignor);

1.3.2 to uphold and enforce Assignee's rights in respect of the Intellectual Property, whether pertaining to any past, present or future acts of third parties; and

1.3.3 to defeat any challenge to the validity of, and resolve any questions concerning, the Intellectual Property.

2. **Governing Law and Jurisdiction**

The construction, validity and performance of this deed shall be governed by and construed in accordance with Texas law and the parties submit to the non-exclusive jurisdiction of the Texas courts.

TO BE EFFECTIVE _____, 2001.

HALLIBURTON ENERGY SERVICES, INC.

By: [Signature]
(Written Signature)

Name: Andrew R. Lane
(Printed Name)

Address: 10200 Bellaire Boulevard
Houston, Texas 77072

Title: Vice President.

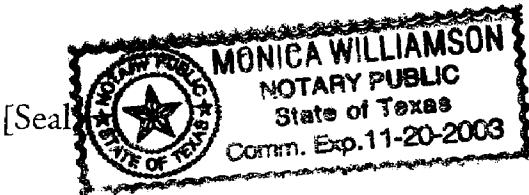
ATTEST:

STATE OF Texas §
COUNTY OF Harris §

BEFORE ME, a Notary Public, on this day personally appeared Andrew R. Lane, the Vice President of Halliburton Energy Services Inc. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Halliburton Company, a corporation, and that he has executed the same as the act of such corporation for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 3 day of May, 2001.

MONICA WILLIAMSON
Print Name of Notary Public



[Signature]
Notary Public in and for
the State of Texas

My commission expires: _____
WITNESS MY hand and seal this _____ day of _____, 2001.

WELLDYNAMICS, INC.

By: Michael Fleming
(Written Signature)

Name: Michael S. Fleming
(Printed Name)

Address: 445 Woodline Drive
Spring, Tx 77386

Title: President

ATTEST:

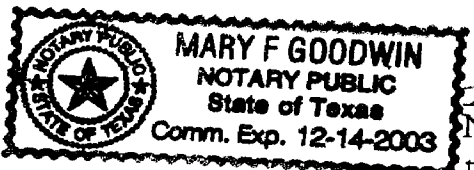
STATE OF Texas §
COUNTY OF Montgomery §

BEFORE ME, a Notary Public, on this day personally appeared Michael Fleming, the President of WellDynamics, Inc. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said WellDynamics Company, a corporation, and that he has executed the same as the act of such corporation for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 3 day of May, 2001.

MARY F GOODWIN
Print Name of Notary Public

[Seal]



Mary F Goodwin
Notary Public in and for
the State of Texas

My commission expires: _____