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T U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Frederic M. Newman

7-17-02

2. Name and address of receiving party(ies)

Name: UniTrak Services, L.P.

Internal Address: _____

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

3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other _____

Street Address: 203 West Wall Street

City: Midland State: TX Zip: 79701

Execution Date: 07/15/2002

Additional name(s) & address(es) attached? ☐ 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) 09/838,857

B. Patent No.(s) 6,374,706

Additional numbers attached? ☒ Yes ☐ No

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

Name: John E. McStravick

Internal Address: Suite 3500

Street Address: 700 Louisiana Street

City: Houston State: TX Zip: 77002

6. Total number of applications and patents involved: 17

7. Total fee (37 CFR 3.41).....\$ 680.00



Enclosed



Authorized to be charged to deposit account

8. Deposit account number:

OFFICE OF PATENT RECORDS
JUL 17 AM 8:34
FINANCE SECTION

DO NOT USE THIS SPACE

9. Signature.

John E. McStravick

Name: 09/838,857 Signing

Signature

Date

7/17/02

Number of pages including cover sheet, attachments, and documents: 10

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

07/23/2002 DBYRNE

00000153-09838857

01 FC:581

PATENT
REEL: 013101 FRAME: 0796

Continuation of Item 4A - Additional Patent Application Numbers:

09/839,080

09/839,103

09/839,411

09/839,444

09/945,924

10/046,688

10/113,609

Continuation of Item 4B - Additional Patent Numbers:

6,377,189

6,276,449

6,253,849

6,421,020

6,213,207

6,212,763

6,209,639

6,079,490

ASSIGNMENT AND BILL OF SALE

This Assignment and Bill of Sale (the "**Assignment**") is from FREDERIC M. NEWMAN, a/k/a Fred M. Newman ("**Assignor**"), whose address for purposes hereof is 203 West Wall Street, Midland, Texas 79701, to UNITRAK SERVICES, L.P., a Texas limited partnership ("**Assignee**"), whose address is 203 West Wall Street, Midland, Texas 79701.

WHEREAS, Assignor (using his full name of Frederic M. Newman) has made applications for United States patents; and

WHEREAS, Assignor (using the abbreviated name Fred M. Newman) assigned certain applications and issued patents to the Newman Family Partnership, Ltd. (the "**Family Partnership**") pursuant to that certain (i) Assignment dated February 26, 2001, recorded at Reel 011658, Frame 0017 in the Patent Records of the United States Patent and Trademark Office (the "**PTO**") and (ii) Assignment dated March 2, 2001, recorded at Reel 011658, Frame 0024 in the Patent Records of the PTO (collectively, the "**Partnership Assignments**"); and

WHEREAS, the Family Partnership, contemporaneously herewith, is assigning its rights in certain applications and patents described in the Partnership Assignments to Assignee, which applications and patents are more particularly described on **Exhibit A** attached thereto (the "**Partnership Patents**"); and

WHEREAS, Assignor and Assignee desire that this Assignment be executed and recorded, in part, in order to (i) clarify that Assignor is the Frederic M. Newman designated as the inventor on the Partnership Patents and is the Fred M. Newman who executed the Partnership Assignments and (ii) ensure that Assignee acquires any residual rights still vested in Assignor with respect to the Partnership Patents; and

WHEREAS, contemporaneously herewith, Assignor entered into that certain Asset Purchase Agreement between Assignee and Assignor, et al (the "**Purchase Agreement**") wherein Assignor agreed to assign to Assignee the patents and applications more particularly described on **Exhibit B** attached hereto.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100ths Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor has SOLD, ASSIGNED and TRANSFERRED, and by these presents does hereby SELL, ASSIGN and TRANSFER, unto Assignee the following assets of the Assignor, whether real, personal, tangible or intangible (all of such assets being sold hereunder are referred to collectively herein as the "**Transferred Assets**"):

1. The patents and patent applications described on **Exhibit B** and all of Assignor's right, title and interest in and to the Partnership Patents, together with the subject matter claimed and described therein and all patents, patent applications or like protection that have

been or may in the future be granted to or made by Assignor based, in whole or in part, on such subject matter, including all renewals and extensions thereof and reexamined and reissued patents, and all substitutions, continuations, continuations-in-part, divisional and foreign counterpart applications claiming priority to any such patents or applications and all U.S. or foreign patents or like protection issuing from any such patents or patent applications (including those obtained or permissible under past, present and future laws and statutes) (collectively, the "**Patents**");

2. The right in Assignee to file in its name applications for patents and like protection for the Patents; all international rights of priority associated with the Patents; and all claims, causes of action, rights of action and accounting for damages on account of past, present and future unauthorized use of the Patents, Know-How, Proprietary Information and Technology, including without limitation all rights and causes of action for patent infringement with respect to the Patents (collectively, the "**Additional Patent Rights**");

3. The concepts, information and ideas known by Assignor pertaining to making the subject matters of the Patents potentially marketable (collectively, the "**Know-How**");

4. The proprietary information pertaining to making the subject matters of the Patents potentially marketable, including, without limitation, specifications, drawings, test data, operating data, graphs, operating instructions, reports, software, blueprints and associated documentation (collectively, the "**Proprietary Information**");

5. The technology, whether developed by Assignor, its licensee or its or their employees, contractors or sublicensees, that uses, incorporates, is an extension of, is based upon or is derived from the Patents, the Know-How or the Proprietary Information (the "**Technology**");

6. The books, records, files and data (including patent, patent application or the like prosecution files) of Assignor relating to the Patents, the Know-How, the Proprietary Information and the Technology;

7. The goodwill and going concern values of the Assignor relating to any of the above; and

8. All other or additional privileges, rights, interests, properties and assets of the Assignor of every kind and description and wherever located that are used, intended for use, useful or necessary in connection with the Patents, the Know-How, the Proprietary Information and the Technology.

TO HAVE AND TO HOLD the Transferred Assets, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Assignee and Assignee's successors and assigns forever, and with respect to the Transferred Assets which are, or are to become, patents, to

the full end of the respective term of which any such patents are granted; *provided, however*, Assignor shall warrant and defend, all and singular, the Transferred Assets unto Assignee by, through and under Assignor but not otherwise. Notwithstanding the foregoing, this Assignment is made with full rights of substitution and subrogation of Assignee, its successors and assigns, in and to all warranties and covenants heretofore given by others in respect to the Transferred Assets or any part thereof. THIS ASSIGNMENT IS MADE AND ACCEPTED UPON THE UNDERSTANDING AND AGREEMENT THAT ALL PERSONAL PROPERTY CONVEYED HEREBY IS SOLD AND ASSIGNED AND ACCEPTED BY ASSIGNEE, IN THEIR "WHERE IS, AS IS" CONDITION WITHOUT ANY WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED OR STATUTORY, OF MARKETABILITY, QUALITY, CONDITION, MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE OR USE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

Assignor covenants and agrees, for itself, its assigns, representatives and heirs, to execute all papers and perform any further action as may be reasonably requested by Assignor, its successors or assigns, to give Assignee, its successors and assigns, the full benefit of this Assignment.

[ASSIGNOR'S SIGNATURE ON FOLLOWING PAGE]

EXECUTED as of the date set forth in the acknowledgment of Assignor's signature herein.

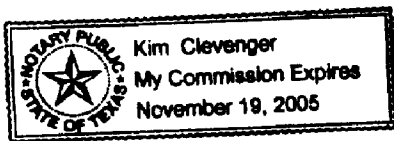
ASSIGNOR:


FREDERIC M. NEWMAN, Individually

ACKNOWLEDGMENT

THE STATE OF Texas §
COUNTY OF Midland §
§

This instrument was acknowledged before me this 15 day of July, 2002, by FREDERIC M. NEWMAN.





Notary Public in and for
The State of TEXAS
My commission expires: 11-19-05

EXHIBIT A**NEWMAN FAMILY PARTNERSHIP, LTD.****Issued Patents**

INVENTOR	PATENT NO. (SERIAL NO.)	TITLE (NEWMAN'S MONIKER)	PRESENT OWNER AS LISTED AT PTO (CONVEYANCE DOCUMENT)	PATENT EXPIRATION DATE
Newman, Frederic M.	US 6,377,189 (09/281,864)	Oil Well Servicing System (Same)	Newman Family Partnership, Ltd. (February 26, 2001 Assignment)	March 31, 2019
Newman, Frederic M.	US 6,276,449 (09/533,511)	Engine Speed Control For Hoist and Tongs (Same)	Newman Family Partnership, Ltd. (February 26, 2001 Assignment)	March 23, 2020
Newman, Frederic M.	US 6,253,849 (09/534,599)	Method of Distinguishing the Raising and Lowering of Tubing and Sucker Rods (Unitrak Distinguishes Between Raising/Lowering Rods)	Newman Family Partnership, Ltd. (February 26, 2001 Assignment)	April 10, 2018
Newman, Frederic M.	US 6,241,020 (09/535,555)	Method of Recording a Cross-Load on a Mobile Repair Unit for a Well (Unitrak Detects Gantry Tilting)	Newman Family Partnership, Ltd. (February 26, 2001 Assignment)	April 10, 2018
Newman, Frederic M.	US 6,213,207 (09/535,239)	Method of Distinguishing Between Installing Different Sucker Rods (Unitrak Distinguishes Between Steel/Fiberglass Rods)	Newman Family Partnership, Ltd. (February 26, 2001 Assignment)	April 10, 2018
Newman, Frederic M.	US 6,212,763 (09/342,564)	Torque-Turn System for a Three Element Sucker Rod Joint (Torque-Turns Tong Application)	Newman Family Partnership, Ltd. (February 26, 2001 Assignment)	June 29, 2019
Newman, Frederic M.	US 6,209,639 (09/534,601)	Method of Ensuring that Well Tubing Was Properly Stretched (Unitrak Detects Pump Is Properly Set)	Newman Family Partnership, Ltd. (February 26, 2001 Assignment)	April 10, 2018
Newman, Frederic M.	US 6,079,490 (09/058,477)	Remotely Accessible Mobile repair Unit for Wells (Original Unitrak Application)	Newman Family Partnership, Ltd. (February 26, 2001 Assignment)	April 10, 2018

Patent Applications

NONE

514660_1.DOC

EXHIBIT B**FREDERIC M. NEWMAN****U.S. ISSUED PATENTS**

INVENTOR	PATENT NO. (SERIAL NO.)	TITLE (NEWMAN'S MONIKER)	PRESENT OWNER AS LISTED AT PTO (CONVEYANCE DOCUMENT)	PATENT EXPIRATION DATE
Newman, Frederic M.	US 6,374,706 (09/768,551)	Sucker Rod Tool (Tong Switch Sensing Torque at Backup Wrench)	Newman, Frederic M.	January 25, 2021

CANADIAN ISSUED PATENTS

NONE

U.S. PATENT APPLICATIONS

INVENTOR	SERIAL NO.	TITLE	PRESENT OWNER AS LISTED AT PTO	APPLICATION FILING DATE
Newman, Frederic M.	09/838,857	Onsite Cohesive Reporting of Separate Service Units	Frederic M. Newman	April 23, 2001
Newman, Frederic M.	09/839,080	Work Order Management System at Well Site	Frederic M. Newman	April 23, 2001
Newman, Frederic M.	09/839,103	Vendors Invoice Well Owners' Books Directly Via Password	Frederic M. Newman	April 23, 2001
Newman, Frederic M.	09/839,411	Worker Management System at Well Site	Frederic M. Newman	April 23, 2001
Newman, Frederic M.	09/839,444	Inventory Monitor at Well	Frederic M. Newman	April 23, 2001

INVENTOR	SERIAL NO.	TITLE	PRESENT OWNER AS LISTED AT PTO	APPLICATION FILING DATE
Newman, Frederic M.	09/945,924	Unitrak for Hot Oil and Pumping Truck	Frederic M. Newman	September 5, 2001
Newman, Frederic M.	10/046,688	Red/Green Torque Monitor with Set Button	Frederic M. Newman	January 16, 2002
Newman, Frederic M.	10/113,609	GPS on a Service Rig Instead of Dog Tag; Bulk Chemical Management	Frederic M. Newman	April 1, 2002

CANADIAN PATENT APPLICATIONS

INVENTOR	SERIAL NO.	TITLE (OF U.S. FILING)	PRESENT OWNER AS LISTED AT CIPO
Newman, Frederic M.	2,382,492	Onsite Cohesive Reporting of Separate Service Units	Frederic M. Newman
Newman, Frederic M.	2,382,490	Work Order Management System at Well Site	Frederic M. Newman
Newman, Frederic M.	2,382,486	Vendors Invoice Well Owners' Books Directly Via Password	Frederic M. Newman
Newman, Frederic M.	2,382,485	Worker Management System at Well Site	Frederic M. Newman
Newman, Frederic M.	2,382,494	Inventory Monitor at Well	Frederic M. Newman
Newman, Frederic M.	2,382,630	Unitrak for Hot Oil and Pumping Truck	Frederic M. Newman
Newman, Frederic M.	2,382,231	Oil Well Servicing System (Same)	Frederic M. Newman
Newman, Frederic M.	2,381,549	Sucker Rod Tool (Tong Switch Sensing Torque at Backup Wrench)	Frederic M. Newman

INVENTOR	SERIAL NO.	TITLE (OF U.S. FILING)	PRESENT OWNER AS LISTED AT CIPO
Newman, Frederic M.	2,360,235	Engine Speed Control For Hoist and Tongs (Same)	Frederic M. Newman
Newman, Frederic M.	2,360,238	Torque-Turn System for a Three Element Sucker Rod Joint (Torque-Turns Tong Application)	Frederic M. Newman
Newman, Frederic M.	2,238,998	Remotely Accessible Mobile repair Unit for Wells (Original Unitrak Application); Method of Distinguishing the Raising and Lowering of Tubing and Sucker Rods (Unitrak Distinguishes Between Raising/Lowering Rods); Method of Recording a Cross-Load on a Mobile Repair Unit for a Well (Unitrak Detects Gantry Tilting); Method of Distinguishing Between Installing Different Sucker Rods (Unitrak Distinguishes Between Steel/Fiberglass Rods); Method of Ensuring that Well Tubing Was Properly Stretched (Unitrak Detects Pump Is Properly Set)	Frederic M. Newman