

08-19-2002

Docket No.: 124353-002



SHEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

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

1. Name of conveying party(ies):  
**Joseph B. Heath, Jr.**

08/14/02

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

Name: **Scientific MicroSystems, Inc.**

Internal Address: \_\_\_\_\_

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other \_\_\_\_\_

Street Address: **28105 Tomball Parkway**

City: **Tomball**

State: **TX**

ZIP: **77377**

Execution Date: **August 12, 2002**

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

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

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

A. Patent Application No.(s)

B. Patent No.(s)

**5,427,504**

Additional numbers attached? ☐ Yes ☒ No

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

Name: **Tim Headley**

Internal Address: **theadley@gardere.com**

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:

**070153**

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

Street Address: **Gardere Wynne Sewell LLP**

**1000 Louisiana, Suite 3400**

City: **Houston**

State: **TX**

ZIP: **77002**

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.

**Tim Headley (Reg. No. 31,765)**

Name of Person Signing

Signature

**August 14, 2002**

Date

Total number of pages including cover sheet, attachments, and document: **5**

## PATENT ASSIGNMENT

Joseph B. Heath, Jr., being a natural person of the State of Texas with principal place of residence Route 1, Box 762, Point Blank, Texas, 77364, U.S.A., intends to ensure that Scientific MicroSystems, Inc., a Texas corporation, located at 28105 Tomball Parkway, Tomball, Texas 77377, U.S.A., owns all intellectual property that Joseph B. Heath currently owns or uses in its operations. Joseph B. Heath, Jr. is a part owner of patent and applications for patent ("Patents") listed in the attached Exhibit A, recorded in the United States Patent and Trademark Office, or other foreign Patent Offices as appropriate, and the inventions described therein.

NOW THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Joseph B. Heath, Jr. sells, assigns, and transfers to Scientific MicroSystems, Inc., its successors, assigns, and legal representatives, his entire, worldwide, right, title, and interest in and to the Patents, inventions under the Patents, and all patents which may be granted therefore, and all divisions, reissues, reexaminations, renewals, substitutions, continuations, and extensions thereof, including the right to sue for and collect damages for past infringement of the Patents. Joseph B. Heath authorizes and requests the Commissioner of Patents and Trademarks of the U.S. Patent and Trademark Office and any official of any other country or countries, whose duty it is to issue patents on applications as aforesaid, to issue all patents for the inventions, or patents resulting therefrom, to Scientific MicroSystems, Inc.

Joseph B. Heath, Jr. covenants that Joseph B. Heath, Jr. has full right to convey the entire interest herein assigned, and that Joseph B. Heath, Jr. has not executed, and will not execute, any agreement in conflict with this assignment.

Joseph B. Heath further agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith, necessary or desirable in the opinion of Scientific MicroSystems, Inc. or Purchaser, its successors, assigns, and legal representatives, to perfect such rights, title, and interest in Scientific MicroSystems, Inc., its successors, assigns, and legal representatives.

Joseph B. Heath will communicate to Scientific MicroSystems, Inc., or to its successors, assigns, and legal representatives, any facts known to Joseph B. Heath, Jr. respecting any improvements regarding the Patents. At the expense of Scientific MicroSystems, Inc., Joseph B. Heath, Jr. shall testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, reissue, reexamination, and substitute applications, make all lawful oaths, and generally do everything possible to vest title in the Patents in Scientific MicroSystems, Inc. Joseph B. Heath shall aid Scientific

MicroSystems, Inc., its successors, assigns, and legal representatives, to obtain and enforce proper protection for these Patents and related inventions in all countries.

Joseph B. Heath, Jr. irrevocably constitutes and appoints Scientific MicroSystems, Inc. and any officer thereof, with full power of substitution, as Joseph B. Heath, Jr.'s true and lawful attorney-in-fact, with full irrevocable power and authority in Scientific MicroSystems, Inc.'s own name, to take any and all action and to execute thereafter any and all documents and instruments which Scientific MicroSystems, Inc. deems necessary or desirable to accomplish the purposes of this Assignment. Without limiting the generality of the foregoing, Joseph B. Heath, Jr. gives Scientific MicroSystems, Inc. the power and right on its behalf and in its own name to execute any and all applications, assignments, declarations, affidavits, and any other papers in connection therewith deemed necessary or desirable to perfect the assigned rights, title, and interest in Scientific MicroSystems, Inc., its successors, assigns, and legal representatives, or to vest title in Scientific MicroSystems, Inc., and to aid Scientific MicroSystems, Inc., its successors, assigns, and legal representatives to obtain and enforce proper protection for the assigned inventions in all countries, without either notice to Joseph B. Heath, Jr. or the consent of Joseph B. Heath, Jr.

**[Rest of page intentionally left blank]**

IN WITNESS OF THIS ASSIGNMENT, an authorized representative of Joseph B. Heath, Jr. has signed below, effective as of August 12, 2002.

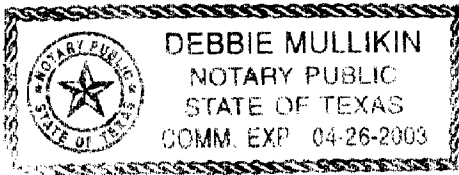
JOSEPH B. HEATH, JR.

Signature: Joseph B. Heath

STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned, a notary public, on this day personally appeared Joseph B. Heath, Jr., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she has executed the same for the purposes and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 12 day of August 2002.



Debbie Mullikin  
Notary Public in and for  
The State of Texas

## **EXHIBIT A**

1. US Patent # 5,427,504 Gas Operated Plunger For Lifting Well Fluids