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OMB No. 0651-0027 (exp. 6/30/2005)

PATENTS ONLY

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

1. Name of conveying parties(ies):
Curlett Family Limited Partnership Ltd.
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Prodril Acquisition Company
808 Travis Street, Suite 850
Houston, Texas 77002
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Assignment and Assumption Agreement
Execution Date: 6/23/2003; 6/24/2003

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. 10/097,038 - filed March 12, 2002;
60/463,903 - filed April 16, 2003;
60/473,832 - filed May 27, 2003
Additional numbers attached? Yes No

B. Patent No.(s):
6,386,300 - issued May 14, 2002

5. Name and address of party to whom correspondence concerning document should be mailed:
Collin A. Rose
CONLEY ROSE, P.C.
P. O. Box 3267
Houston , Texas 77253-3267

6. Total number of application and patents involved: 4

7. Total fee (37 CFR 3.41)\$ 160.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 03-2769
(Attach duplicate copy of this page if paying by deposit account)

07/01/2003 ECOOPER 00000109 032769 10097038
01 EC:0021 40.00 DA

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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
Collin A. Rose
Name of Person Signing
Collin A. Rose
Signature
June 27, 2003
Date

Total number of pages including cover sheet, attachments, and documents 7

Mail documents to be recorded with required cover sheet information to:
Mail Stop Assignment Recordation Services,
Director - US Patent & Trademark Office, P. O. Box 1450, Alexandria, VA, 22313-1450
Washington, D. C. 20231

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into as of June 01, 2003 (the "Effective Date") by CURLETT FAMILY LIMITED PARTNERSHIP LTD. ("CFLP"), a Wyoming Limited Partnership having a registered office at 3101 Bighorn Avenue, Cody, Wyoming 82414-9250, and PRODRIL ACQUISITION COMPANY, a limited liability company organized and existing under the laws of the State of Texas, having a place of business at 808 Travis Street, Suite 850, Houston, Texas 77002 ("PRODRIL ACQUISITION COMPANY"). The parties, intending to be legally bound agree as follows:

WHEREAS, CFLP is the owner of the following:

U.S. Patent No. 6,386,300 -- issued May 14, 2002, entitled "Formation cutting method and system"; and

Published Patent Application No. 20020100615 – filed March 12, 2002, entitled "Formation cutting method and system" and

Unpublished Patent Application No. 60/463,903 – filed April 16, 2003, entitled "PID Drill Bit"; and

Unpublished Patent Application No. 60/473,832 – filed May 27, 2003, entitled "PID Cutter Concepts"

(Herein referred to collectively as "CFLP Patents/Applications")

as well as the inventions embodied in the CFLP Patents and two (2) invention disclosures for "Injector System" and "PID Drill Bit (Nozzle only) (collectively "CFLP Inventions") and certain proprietary know-how pertaining specifically to the Particle Impact Drilling Process and System solely for applications dealing with or related to the oil and gas industry, it being understood that the term "oil and gas industry" does not include the activity of providing drilling services for a well bore that produces geothermal energy that is sold on a BTU basis that is utilized to produce hydrocarbons provided that such well bore does not produce hydrocarbons and provided further that neither Mr. Harry B. Curlett, CFLP, any member of the family of Mr. Curlett, or any of their affiliates, or any assign or sublicense of the rights licensed to CFLP, does not directly or indirectly own an interest in such oil and gas properties, or benefit from the hydrocarbons that are thereby produced, either by receiving an interest in oil and gas properties, the payment of fees, or otherwise (collectively "CFLP Know-How").

WHEREAS, the CFLP Patents/Applications, CFLP Inventions and CFLP Know-How are subject to certain existing license agreements granted by CFLP, as follows: (i) the existing Patent

and Technology License Agreement (the "CFLP-CCORE License") between CFLP and CCORE Technology and Licensing, Ltd. ("CCORE"), (ii) the existing Patent and Technology License Agreement between CCORE and ProDril Services, Incorporated (the "CCORE-PSI License"), (iii) the existing Patent and Technology License Agreement between CFLP and Deep Heat Energy Corporation ("DHEC"), and (iv) the existing Patent and Technology License Agreement between CCORE and ProDril Services International Limited (the "CCORE-PSIL License") (collectively, the "Existing License Agreements").

WHEREAS, PRODRIL ACQUISITION COMPANY is desirous of acquiring CFLP's right, title and interest in and to the CFLP Patents/Applications, CFLP Inventions and CFLP Know-How subject to its assumption of the Existing License Agreements;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CFLP hereby sells and assigns to the said PRODRIL ACQUISITION COMPANY, its successors and assigns, CFLP's entire right, title and interest throughout the world in and to:

1. CFLP Inventions;
2. CFLP Patent/Applications;
3. CFLP Know-How;
4. All applications for patent or like protection on said CFLP Inventions or CFLP Know-How, including said CFLP Patent/Applications that have been made by CFLP or its legal representatives, including any continuation, continuation-in-part and any other utility applications that may be based on the CFLP Inventions, CFLP Patent/Applications, or CFLP Know-How, whether in the United States of America or any other place anywhere in the world, and all patents and like protection resulting therefrom, and all substitutions for and divisions, continuations, continuations-in-part, renewals, reissues, extensions, and the like of said applications and patents and like grants, including without limitation, those obtained or permissible under past, present and future laws and statutes;
5. All rights of action on account of past, present and future unauthorized use of the CFLP Inventions, CFLP Patent/Applications, or CFLP Know-How and for infringement of the CFLP Inventions, CFLP Patent/Applications, or CFLP Know-How and like protection;
6. The right in PRODRIL ACQUISITION COMPANY to file in its own name applications for patents and like protection for the CFLP Inventions, CFLP Patent/Applications, or CFLP Know-How in the United States of America or any other place anywhere in the world; and
7. All international rights of priority associated with the CFLP Inventions; CFLP Patent/Applications; or CFLP Know-How; and like protection.

CFLP hereby further sells and assigns to PRODRIL ACQUISITION COMPANY, its successors and assigns, CFLP's entire right, title and interest in and to the Existing License

Agreements and PRODRIL ACQUISITION COMPANY hereby assumes and becomes responsible for, from and after the Effective Date, all obligations and liabilities, to the extent not paid or discharged prior to the Effective Date, under the Existing License Agreements. On and after the Effective Date, PRODRIL ACQUISITION COMPANY shall have complete control over the payment, settlement, or other disposition of, or any dispute involving, any of the Existing License Agreements, and PRODRIL ACQUISITION COMPANY shall conduct and control all negotiations and proceedings with respect to the Existing License Agreements.

CFLP hereby further agrees that it will communicate to said PRODRIL ACQUISITION COMPANY, or to its successors, assigns, and legal representatives, any facts known to it respecting the CFLP Patents/Applications, CFLP Inventions and CFLP Know-How, and at the expense of PRODRIL ACQUISITION COMPANY, testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, reissue and substitute applications, make all lawful oaths, and generally do everything possible to aid PRODRIL ACQUISITION COMPANY, its successors, assigns and nominees to obtain and enforce proper patent protection in all countries.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

CURLETT FAMILY LIMITED PARTNERSHIP,
LTD

By: _____, its General Partner

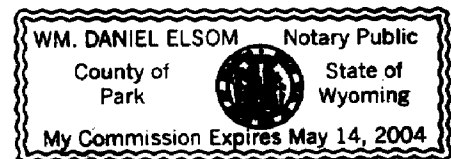
By: _____
Printed Name: H. B. CURLETT
Title: GENERAL PARTNER.

STATE OF: Wyoming
COUNTY OF: Park

BEFORE ME, the undersigned authority, on this day personally appeared Harry B. Curlett, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 23 day of June, 2003.

Notary Public for the State of Wyoming



PRODRIL ACQUISITION COMPANY

By: [Signature]
Printed Name: Prentis B. Tomlinson
Title: Chairman and CEO

STATE OF: TEXAS
COUNTY OF: HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared PRENTIS B. TOMLINSON, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 24th day of June, 2003.

[Signature]
Notary Public for the State of Texas

