DO NOT USE THIS SPACE

9. Signature.

Keith Rutherford

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: L Mail documents to be recorded with required cover sheet information to: 10689338 commissioner of Patents & Trademarks, Box Assignments

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Washington, D.C. 20231

PATENT

REEL: 014637 FRAME: 0331

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, the person(s) named below (referred to as "INVENTOR" whether singular or plural) has sold, assigned, and transferred and does hereby sell, assign, and transfer to National Coupling Company, Inc., a Texas corporation, having a place of business at 1316 Staffordshire Road, Stafford, Texas 77477 ("ASSIGNEE"), for itself and its successors, transferees, and assignees, the following:

The entire worldwide right, title, and interest in all inventions and improvements ("SUBJECT MATTER") that are disclosed in the application for United States Letters Patent entitled: SEAL RETAINER WITH METAL SEAL MEMBERS FOR UNDERSEA HYDRAULIC COUPLING("APPLICATION"), which:

\boxtimes	is to be filed	herewith						
	was filed	on		now	bearing	U.S.	Serial	Number
	_ and for whi	ch a Declaration	was ex	xecute	ed by INV	ENTO	R on th	ne date(s)
below; and								

The entire worldwide right, title, and interest in and to (a) the APPLICATION, including any right of priority; (b) any divisional, continuation, substitute, renewal, reissue, and other related applications thereto which have been or may be filed in the United States or elsewhere in the world; and (c) patents which may be granted on the applications set forth in (a) and (b) above.

INVENTOR agrees that ASSIGNEE may apply for and receive patents for SUBJECT MATTER in ASSIGNEE's own name.

INVENTOR agrees to do the following, when requested, and without further consideration, in order to carry out the intent of this Assignment: (1) execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to ASSIGNEE the rights, titles, and interests herein conveyed; (2) communicate to ASSIGNEE all known facts relating to the SUBJECT MATTER: and (3) generally do all lawful acts that ASSIGNEE shall consider desirable for securing, maintaining, and enforcing worldwide patent protection relating to the SUBJECT MATTER and for vesting in ASSIGNEE the rights, titles, and interests herein conveyed. INVENTOR further agrees to provide any successor, assign, or legal representative of ASSIGNEE with the benefits and assistance provided to ASSIGNEE hereunder.

INVENTOR represents that INVENTOR has the rights, titles, and interests to convey as set forth herein, and covenants with ASSIGNEE that the INVENTOR has made or will make hereafter no assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed.

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PATENT REEL: 014637 FRAME: 0332 This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

Executed this // day of ______, 2003.

Robert E. Smith III

RECORDED: 10/20/2003

PATENT REEL: 014637 FRAME: 0333