

Attorney Docket No. 2223-04601

FORM PTO-1595

RECORDATION FORM COVER SHEET

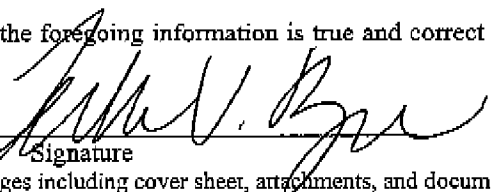
U. S. DEPARTMENT OF COMMERCE

(Rev. 3/01) Patent and Trademark Office

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): 1. Tony Rea; 2. Jack Cowan; 3. Mike Kilchrist; 4. Tommy Brookey; 5. Fred Growcock Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies): MASI Technologies, Inc. 5950 North Course Drive Houston, Texas 77072 Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: (1) July 21, 2004 (2 & 3) July 20, 2004 (4 & 5) July 16, 2004	
4. Application number(s) or patent number(s): 10/842,002 If this document is being filed together with a new application, the execution date of the application is: A. Patent Application No.(s). B. Patent No.(s). Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Leslie V. Payne CONLEY ROSE, P.C. P. O. Box 3267 Houston, Texas 77253-3267	6. Total number of application and patents involved: <u>1</u> 7. Total fee (37 CFR 3.41) \$ <u>160.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: 03-2769 (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 <div style="display: flex; justify-content: space-between;"> <div> <u>Leslie V. Payne</u> Name of Person Signing </div> <div style="text-align: center;">  Signature </div> <div> <u>September 7, 2004</u> Date </div> </div> Total number of pages including cover sheet, attachments, and documents <u>13</u>	

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

ASSIGNMENT

IN CONSIDERATION OF TEN DOLLARS (\$10.00) cash in hand paid to me by MASI TECHNOLOGIES L.L.C., and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, Tony REA ("ASSIGNOR"), along with Jack COWAN, Tommy F. BROOKEY, Frederick B. GROWCOCK and Mike KILCHRIST, having made an invention in Colloidal and Colloidal-Like Systems In Aqueous, Clay-Based Fluids, while in the employ either as an employee or consultant of MASI TECHNOLOGIES L.L.C., a corporation organized and existing under the laws of the State of Delaware, doing business at 5950 North Course Drive, Houston, Texas 77072 (sometimes hereinafter called "ASSIGNEE"), do hereby ASSIGN, SELL and CONVEY to said MASI TECHNOLOGIES L.L.C., its successors and assigns, the entire right, title and interest throughout the world in and to:

1. Said invention in Colloidal and Colloidal-Like Systems In Aqueous, Clay-Based Fluids;
2. United States of America patent applications on said invention, Serial No. 60/468,405, filed May 6, 2003, and Serial No. 10/842,002, filed May 6, 2004, Attorney's File No. 2223-04601, entitled Colloidal and Colloidal-Like Systems In Aqueous, Clay-Based Fluid;
3. All applications for patent or like protection on said invention that have now been or may in the future be made by me or my legal representatives, including any continuation, continuation-in-part and any other utility applications that may be based on this invention, whether in the United States of America or any other place anywhere in the world;
4. All patents and like protection that have now been or may in the future be granted on said invention to me or my legal representatives, whether in the United States of America or in any other country or place anywhere in the world;
5. 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;

6. All rights of action on account of past, present and future unauthorized use of said invention and for infringement of said patents and like protection;
7. The right in ASSIGNEE to file in its name applications for patents and like protection for said invention in any country or countries foreign to the United States; and
8. All international rights of priority associated with said invention, applications, patents and like protection;

and I covenant that I, and my heirs, legal representatives, assigns, administrators, and executors, will, at the expense of ASSIGNEE, its successors and assigns, execute all papers and perform such other acts as may be reasonably necessary to give ASSIGNEE, its successors and assigns, the full benefit of this Assignment.

EXECUTED at the place and on the date indicated below, opposite our signatures.

ASSIGNOR

Date: 21 July 2004

[Signature]
Name: Tony Rea

Executed at: Houston, Texas

THE STATE OF Texas §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Tony Rea, 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 the 21st day of _____, 2004.

[SEAL]

My Commission Expires

1-29-2008

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

ASSIGNMENT

IN CONSIDERATION OF TEN DOLLARS (\$10.00) cash in hand paid to us by MASI TECHNOLOGIES L.L.C., and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we, Jack COWAN and Mike KILCHRIST ("ASSIGNORS"), along with Tony REA, Tommy F. BROOKEY and Frederick B. GROWCOCK, having made an invention in Colloidal and Colloidal-Like Systems In Aqueous, Clay-Based Fluids, while in the employ either as an employee or consultant of MASI TECHNOLOGIES L.L.C., a corporation organized and existing under the laws of the State of Delaware, doing business at 5950 North Course Drive, Houston, Texas 77072 (sometimes hereinafter called "ASSIGNEE"), do hereby ASSIGN, SELL and CONVEY to said MASI TECHNOLOGIES L.L.C., its successors and assigns, the entire right, title and interest throughout the world in and to:

1. Said invention in Colloidal and Colloidal-Like Systems In Aqueous, Clay-Based Fluids;
2. United States of America patent applications on said invention, Serial No. 60/468,405, filed May 6, 2003, and Serial No. 10/842,002, filed May 6, 2004, Attorney's File No. 2223-04601, entitled Colloidal and Colloidal-Like Systems In Aqueous, Clay-Based Fluid;
3. All applications for patent or like protection on said invention that have now been or may in the future be made by us or our legal representatives, including any continuation, continuation-in-part and any other utility applications that may be based on this invention, whether in the United States of America or any other place anywhere in the world;
4. All patents and like protection that have now been or may in the future be granted on said invention to us or our legal representatives, whether in the United States of America or in any other country or place anywhere in the world;
5. 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;

- 6. All rights of action on account of past, present and future unauthorized use of said invention and for infringement of said patents and like protection;
- 7. The right in ASSIGNEE to file in its name applications for patents and like protection for said invention in any country or countries foreign to the United States; and
- 8. All international rights of priority associated with said invention, applications, patents and like protection;

and we covenant that we, and our heirs, legal representatives, assigns, administrators, and executors, will, at the expense of ASSIGNEE, its successors and assigns, execute all papers and perform such other acts as may be reasonably necessary to give ASSIGNEE, its successors and assigns, the full benefit of this Assignment.

EXECUTED at the place and on the date indicated below, opposite our signatures.

Date: 2004.07.20
Executed at: Lafayette, LA
Name: Jack Cowan

THE STATE OF Louisiana §
PARISH OF Lafayette §

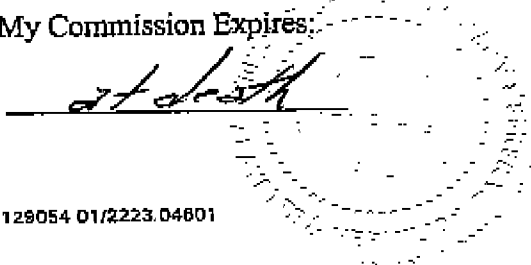
BEFORE ME, the undersigned authority, on this day personally appeared Jack Cowan, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 20th day of July, 2004.

[SEAL]

My Commission Expires:

Richard P. [Signature]
Notary Public in and for
the State of Louisiana



Date: 07/20/2004

Mike Kilchrist
Name: Mike Kilchrist

Executed at: Lafayette, LA

THE STATE OF LOUISIANA §
PARISH OF Lafayette §

BEFORE ME, the undersigned authority, on this day personally appeared Mike Kilchrist, 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.

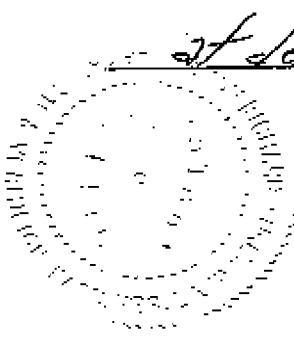
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 20th day of July, 2004.

[SEAL]

Richard J. Brown
Notary Public in and for
the State of Louisiana

My Commission Expires:

27 Sept



ASSIGNMENT

IN CONSIDERATION OF TEN DOLLARS (\$10.00) cash in hand paid to me by MASI TECHNOLOGIES L.L.C., and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, Tommy F. BROOKEY ("ASSIGNOR"), along with Tony REA, Jack COWAN, Frederick B. GROWCOCK and Mike KILCHRIST, having made an invention in Colloidal and Colloidal-Like Systems In Aqueous, Clay-Based Fluids, while in the employ either as an employee or consultant of MASI TECHNOLOGIES L.L.C., a corporation organized and existing under the laws of the State of Delaware, doing business at 5950 North Course Drive, Houston, Texas 77072 (sometimes hereinafter called "ASSIGNEE"), do hereby ASSIGN, SELL and CONVEY to said MASI TECHNOLOGIES L.L.C., its successors and assigns, the entire right, title and interest throughout the world in and to:

1. Said invention in Colloidal and Colloidal-Like Systems In Aqueous, Clay-Based Fluids;
2. United States of America patent applications on said invention, Serial No. 60/468,405, filed May 6, 2003, and Serial No. 10/842,002, filed May 6, 2004, Attorney's File No. 2223-04601, entitled Colloidal and Colloidal-Like Systems In Aqueous, Clay-Based Fluid;
3. All applications for patent or like protection on said invention that have now been or may in the future be made by me or my legal representatives, including any continuation, continuation-in-part and any other utility applications that may be based on this invention, whether in the United States of America or any other place anywhere in the world;
4. All patents and like protection that have now been or may in the future be granted on said invention to me or my legal representatives, whether in the United States of America or in any other country or place anywhere in the world;
5. 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;

- 6. All rights of action on account of past, present and future unauthorized use of said invention and for infringement of said patents and like protection;
- 7. The right in ASSIGNEE to file in its name applications for patents and like protection for said invention in any country or countries foreign to the United States; and
- 8. All international rights of priority associated with said invention, applications, patents and like protection;

and I covenant that I, and my heirs, legal representatives, assigns, administrators, and executors, will, at the expense of ASSIGNEE, its successors and assigns, execute all papers and perform such other acts as may be reasonably necessary to give ASSIGNEE, its successors and assigns, the full benefit of this Assignment.

EXECUTED at the place and on the date indicated below, opposite our signatures.

ASSIGNOR
Date: 7/16/04
Executed at: Buwy & Memorial Agency
Name: Tommy F. Brookey

THE STATE OF Oklahoma §
COUNTY OF Oklahoma §

BEFORE ME, the undersigned authority, on this day personally appeared Tommy F. Brookey, 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 the 16th day of July, 2004.

NOTARY PUBLIC
PEGGY SUE SNYMAN
Oklahoma County
Notary Public in and for
State of Oklahoma
Commission # 03012774 Expires 10/15/07
My Commission Expires:

Peggy Sue Symon
Notary Public in and for
the State of Oklahoma

10/15/07

ASSIGNMENT

IN CONSIDERATION OF TEN DOLLARS (\$10.00) cash in hand paid to me by M-I L.L.C., and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, Frederick B. GROWCOCK ("ASSIGNOR"), along with Tony REA, Jack COWAN, Tommy F. BROOKEY and Mike KILCHRIST, having made an invention in Colloidal and Colloidal-Like Systems In Aqueous, Clay-Based Fluids, while in the employ either as an employee or consultant of M-I L.L.C., a corporation organized and existing under the laws of the State of Delaware, doing business at 5950 North Course Drive, Houston, Texas 77072 (sometimes hereinafter called "ASSIGNEE"), do hereby ASSIGN, SELL and CONVEY to said M-I L.L.C. its successors and assigns, the entire right, title and interest throughout the world in and to:

1. Said invention in Colloidal and Colloidal-Like Systems In Aqueous, Clay-Based Fluids;
2. United States of America patent applications on said invention, Serial No. 60/468,405, filed May 6, 2003, and Serial No. 10/842,002, filed May 6, 2004, Attorney's File No. 2223-04601, entitled Colloidal and Colloidal-Like Systems In Aqueous, Clay-Based Fluids;
3. All applications for patent or like protection on said invention that have now been or may in the future be made by me or my legal representatives, including any continuation, continuation-in-part and any other utility applications that may be based on this invention, whether in the United States of America or any other place anywhere in the world;
4. All patents and like protection that have now been or may in the future be granted on said invention to me or my legal representatives, whether in the United States of America or in any other country or place anywhere in the world;
5. 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;

- 6. All rights of action on account of past, present and future unauthorized use of said invention and for infringement of said patents and like protection;
- 7. The right in ASSIGNEE to file in its name applications for patents and like protection for said invention in any country or countries foreign to the United States; and
- 8. All international rights of priority associated with said invention, applications, patents and like protection;

and I covenant that I, and my heirs, legal representatives, assigns, administrators, and executors, will, at the expense of ASSIGNEE, its successors and assigns, execute all papers and perform such other acts as may be reasonably necessary to give ASSIGNEE, its successors and assigns, the full benefit of this Assignment.

EXECUTED at the place and on the date indicated below, opposite our signatures.

ASSIGNOR:

Date: July 16, 2004

Name: Frederick B. Growcock
FREDERICK B. GROWCOCK

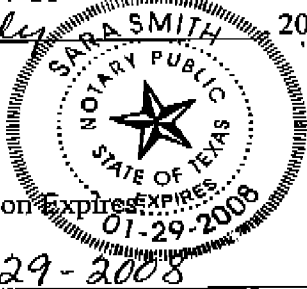
Executed at: Houston, TX

THE STATE OF Texas §
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared Frederick B. GROWCOCK, 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 the 16TH day of July, 2004.

[SEAL]



My Commission Expires 1-29-2008

Sara Smith
Notary Public in and for
the State of Texas