

**PATENT ASSIGNMENT**

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Mr. Patrick C. Berwanger	11/10/2004
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Berwanger, Inc.
<b>Street Address:</b>	4615 Southwest Freeway, Suite 900
<b>City:</b>	Houston
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77027
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	10935695
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(832)446-2424
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	832/446-2400
<b>Email:</b>	rginn@counselip.com
<b>Correspondent Name:</b>	Sean McDermott
<b>Address Line 1:</b>	20333 Tomball Parkway, Suite 600
<b>Address Line 4:</b>	Houston, TEXAS 77070
<b>NAME OF SUBMITTER:</b>	Sean McDermott
<b>Total Attachments: 2</b>	
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**ASSIGNMENT**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency and adequacy of which are hereby acknowledged, the undersigned inventors (referred to as the "Assignor" whether singular or plural), does hereby:

SELL, ASSIGN, AND TRANSFER to Berwanger, Inc., having a place of business at 4615 Southwest Frwy. Suite 900, Houston, TX 77027, ("Assignee") its entire worldwide right, title, and interest in and to:

any and all inventions which are disclosed or claimed in the following patent application ("inventions"), which was filed with the U.S. Patent and Trademark Office on September 7, 2004, which was assigned Application Serial No. 10/935,695, and which is entitled:

**APPARATUS AND METHOD FOR CREATING SCALED, THREE-DIMENSIONAL MODEL OF HYDRAULIC SYSTEM TO PERFORM CALCULATIONS,**

which Assignor has executed by contemporaneously signing a declaration herewith,

and improvements thereof (hereinafter "inventions or improvements"), including any and all inventions or improvements which have been or might be disclosed or claimed in a divisional, continuing, substitute, renewal, reissue, or other application based off of the above-referenced patent application which have been or shall be filed in the United States or in foreign countries;

and all original, reissued, or reexamined patents or applications which have been or shall be issued or filed in the United States or in foreign countries on such inventions or improvements;

The Assignor further:

AUTHORIZES AND REQUESTS the issuing authority to issue any and all United States or foreign patents granted on such inventions or improvements to the Assignee;

WARRANTS AND COVENANTS that no assignment, grant, mortgage, license or other agreement affecting the rights herein conveyed has been or will be made to others by the Assignor, and that the full right to convey the same as herein expressed is possessed by the undersigned; and

COVENANTS, when requested and at the expense of the Assignee, to: carry out in good faith the intent and purpose of this assignment; to execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all such inventions or improvements; to execute all rightful oaths, declarations, assignments, powers of attorney and other papers necessary to perfect the rights hereby transferred to the Assignee; and generally to

do everything possible which the Assignee shall consider desirable for vesting title to such inventions or improvements in the Assignee, and for securing, maintaining and enforcing proper patent protection for such inventions or improvements.

TO BE BINDING on the heirs, assigns, representatives and successors of the undersigned and extend to the successors, assigns and nominees of the Assignee.

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Signature:   
Printed Name: **Patrick C. Berwanger** 

Date: 11/10/2004