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OMB No. 0651-0027 (exp. 5/31/2002)

PATENTS ONLY

Tab settings

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

1. Name of conveying party(ies):

- 1) Gordon A. Tibbitts
- 2) Paul O. Padgett
- 3) Harry B. Curlett
- 4) Nathan J. Harder
- 5) Samuel R. Curlett

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Particle Drilling, Inc.

Internal Address:

Street Address: 808 Travis, Suite 850

City: Houston State: Texas Zip: 77002

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

- 1) 06-14-04; 2) 06-21-04; 3) 06-16-04;
- 4) 06-14-04; 5) 08-13-04

Execution Date:

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)

10/825,338

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Collin A. Rose

Internal Address: CONLEY ROSE, P.C.

Street Address: P.O. Box 3267

City: Houston State: Texas Zip: 77253-3267

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- 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)

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.

Collin A. Rose

Name of Person Signing

Collin A. Rose

Signature

August 20, 2004

Date

Total number of pages including cover sheet, attachments, and documents: 12

133090/2237-00301

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

08/24/2004 ECOOPER 00000161 032769 10825338

01 FC:8021

40.00 DA

ASSIGNMENT

IN CONSIDERATION OF TEN DOLLARS (\$10.00) cash in hand paid to me by PARTICLE DRILLING, INC., and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, GORDON A. TIBBITTS ("ASSIGNOR"), having made an invention of a DRILL BIT, do hereby ASSIGN, SELL, and CONVEY to PARTICLE DRILLING, INC., a corporation organized and existing under the laws of the State of Texas, doing business at 808 Travis, Suite 850, Houston, Texas, 77002 (sometimes hereinafter called "ASSIGNEE"), its successors, and assigns, the entire right, title, and interest throughout the world in and to:

1. Said invention of a DRILL BIT;
2. United States of America patent application on said invention, filed as U.S. Patent Application Serial No. 10/825,338 on April 15, 2004, 2004, entitled DRILL BIT;
3. Patent Cooperation Treaty patent application on said invention, filed as Patent Cooperation Treaty Application Serial No. PCT/US05/11578 on April 15, 2004, entitled DRILL BIT;
4. Gulf Coast Cooperation patent application on said invention, filed as Gulf Coast Cooperation Application Serial No. GCC/P/2004/3394 on April 17, 2004, entitled DRILL BIT;
5. Iraq patent application on said invention, filed as Iraq Patent Application Serial No. 34/2004 on April 17, 2004, entitled DRILL BIT;
6. 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, whether in the United States of America or any other place anywhere in the world;
7. 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;
8. 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 limitations, those obtained or permissible under past, present, and future law and statutes;
9. All rights of action on account of past, present, and future unauthorized use of said invention for infringement of said patents and like protection;
10. The right to 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

ASSIGNMENT

IN CONSIDERATION OF TEN DOLLARS (\$10.00) cash in hand paid to me by PARTICLE DRILLING, INC., and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, PAUL O. PADGETT ("ASSIGNOR"), having made an invention of a DRILL BIT, do hereby ASSIGN, SELL, and CONVEY to PARTICLE DRILLING, INC., a corporation organized and existing under the laws of the State of Texas, doing business at 808 Travis, Suite 850, Houston, Texas, 77002 (sometimes hereinafter called "ASSIGNEE"), its successors, and assigns, the entire right, title, and interest throughout the world in and to:

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5. Iraq patent application on said invention, filed as Iraq Patent Application Serial No. 34/2004 on April 17, 2004, entitled DRILL BIT;
6. 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, whether in the United States of America or any other place anywhere in the world;
7. 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;
8. 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 limitations, those obtained or permissible under past, present, and future law and statutes;
9. All rights of action on account of past, present, and future unauthorized use of said invention for infringement of said patents and like protection;
10. The right to 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

11. All international rights of priority associated with said invention, applications, patents, and like protection;

and I covenant that I, 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 my signature.

ASSIGNOR

JUNE 21, 2004
Date

Paul O. Padgett
Paul O. Padgett

Place: Western State FCU

THE STATE OF Wyoming §
COUNTY OF Natrona §

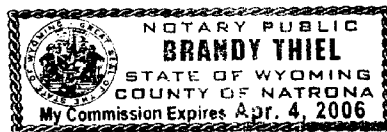
BEFORE ME, the undersigned authority, on this day personally appeared **Paul O. Padgett**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 21st day of June, 2004.

Brandy Thiel
Notary Public in and for
the State of Wyoming

[SEAL]

My Commission Expires:
April 4, 2006



ASSIGNMENT

IN CONSIDERATION OF TEN DOLLARS (\$10.00) cash in hand paid to me by PARTICLE DRILLING, INC., and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, HARRY B. CURLETT ("ASSIGNOR"), having made an invention of a DRILL BIT, do hereby ASSIGN, SELL, and CONVEY to PARTICLE DRILLING, INC., a corporation organized and existing under the laws of the State of Texas, doing business at 808 Travis, Suite 850, Houston, Texas, 77002 (sometimes hereinafter called "ASSIGNEE"), its successors, and assigns, the entire right, title, and interest throughout the world in and to:

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5. Iraq patent application on said invention, filed as Iraq Patent Application Serial No. 34/2004 on April 17, 2004, entitled DRILL BIT;
6. 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, whether in the United States of America or any other place anywhere in the world;
7. 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;
8. 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 limitations, those obtained or permissible under past, present, and future law and statutes;
9. All rights of action on account of past, present, and future unauthorized use of said invention for infringement of said patents and like protection;
10. The right to 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

ASSIGNMENT

IN CONSIDERATION OF TEN DOLLARS (\$10.00) cash in hand paid to me by PARTICLE DRILLING, INC., and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, NATHAN J. HARDER ("ASSIGNOR"), having made an invention of a DRILL BIT, do hereby ASSIGN, SELL, and CONVEY to PARTICLE DRILLING, INC., a corporation organized and existing under the laws of the State of Texas, doing business at 808 Travis, Suite 850, Houston, Texas, 77002 (sometimes hereinafter called "ASSIGNEE"), its successors, and assigns, the entire right, title, and interest throughout the world in and to:

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6. 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, whether in the United States of America or any other place anywhere in the world;
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9. All rights of action on account of past, present, and future unauthorized use of said invention for infringement of said patents and like protection;

ASSIGNMENT

IN CONSIDERATION OF TEN DOLLARS (\$10.00) cash in hand paid to me by PARTICLE DRILLING, INC., and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, SAMUEL R. CURLETT ("ASSIGNOR"), having made an invention of a DRILL BIT, do hereby ASSIGN, SELL, and CONVEY to PARTICLE DRILLING, INC., a corporation organized and existing under the laws of the State of Texas, doing business at 808 Travis, Suite 850, Houston, Texas, 77002 (sometimes hereinafter called "ASSIGNEE"), its successors, and assigns, the entire right, title, and interest throughout the world in and to:

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