

Docket No.: P1714US01

FORM PTO-1595 (Modified) (Rev. 03-01) OMB No. 0861-0027 (exp. 5/31/2002) P08A/REV03	<b>RECORDATION FORM COVER SHEET</b> <b>PATENTS ONLY</b>	U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office						
To the Honorable Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.								
1. Name of conveying party(ies):  <u>Jose John Vennat</u>  Additional names(e) of conveying party(ies) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies):  Name: <u>WOOD GROUP ESP, INC.</u> Address: <u>5500 S.E. 59th Street</u>  City: <u>Oklahoma City</u> State/Prov.: <u>OK</u> Country: <u>U.S.A.</u> ZIP: <u>73135</u>  Additional name(s) & address(es) <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: <u>09/09/1997</u>	4. Application number(s) or patent numbers(s): If this document is being filed together with a new application, the execution date of the application is: _____ <table style="width: 100%;"> <tr> <td style="width: 33%;">Patent Application No.</td> <td style="width: 33%;">Filing date</td> <td style="width: 34%;">B. Patent No.(s)</td> </tr> <tr> <td><u>10/632,577</u></td> <td><u>07/28/03</u></td> <td></td> </tr> </table> Additional numbers <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Patent Application No.	Filing date	B. Patent No.(s)	<u>10/632,577</u>	<u>07/28/03</u>	
Patent Application No.	Filing date	B. Patent No.(s)						
<u>10/632,577</u>	<u>07/28/03</u>							
5. Name and address of party to whom correspondence concerning document should be mailed:  Name: <u>David M. Sullivan</u> Registration No. <u>51,025</u> Address: <u>Crowe &amp; Dunlevy, P.C.</u> <u>20 North Broadway, Suite 1800</u>  City: <u>Oklahoma City</u> State/Prov.: <u>OK</u> Country: <u>U.S.A.</u> ZIP: <u>73102-8273</u>	6. Total number of applications and patents involved: <span style="border: 1px solid black; padding: 2px;">1</span>  7. Total fee (37 CFR 3.41):.....\$ <u>40.00</u> <input checked="" type="checkbox"/> Enclosed - Any excess or insufficiency should be credited or debited to deposit account <input checked="" type="checkbox"/> Authorized to be charged to deposit account  8. Deposit account number: <u>130110</u> (Attach duplicate copy of this page if paying by deposit account)							
DO NOT USE THIS SPACE								
9. Statement and signature. <i>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.</i>  <table style="width: 100%;"> <tr> <td style="width: 60%;"> <u>David M. Sullivan</u>            Name of Person Signing         </td> <td style="width: 20%;">           Signature         </td> <td style="width: 20%;"> <u>3/1/05</u>            Date         </td> </tr> </table> <div style="text-align: center;"> <span style="border: 1px solid black; padding: 2px;">6</span> </div>			<u>David M. Sullivan</u> Name of Person Signing	Signature	<u>3/1/05</u> Date			
<u>David M. Sullivan</u> Name of Person Signing	Signature	<u>3/1/05</u> Date						

Total number of pages including cover sheet, attachments, and  
 Mail documents to be recorded with required cover sheet information to:  
 Mail Stop Assignment Recordation Services  
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**PATENT**  
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V. P. M. M. M.

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(b) During the course of Employee's employment with the Company, Employee will not, directly or indirectly, for any reason whatsoever, except for and on behalf of the Company solicit the trade or patronage of any Company customers or prospective customers with respect to any of the trade secrets or other Company Confidential Information matters discussed in this Agreement.

3. Invention Ownership: Disclosure

(a) Employee agrees that Company owns, or shall own, any and all inventions related to the companies products and services (applicable inventions) which Employee, whether alone or with others, may create, develop, discover, conceive, invent, or suggest (hereafter individually and collectively referred to as "make(s)" during Employee's employment. The term "Inventions" as used herein means any and all concepts, discoveries, designs, inventions, or improvements thereto or existing technology, whether in tangible or intangible form, whether or not subject to or capable of protection by patent, copyright, trade secret, or business operations. Employee agrees that any applicable Inventions that are subject to or capable of protection by copyright which Employee makes during the period of employment are considered "work for hire" under United States copyright laws, and Employee hereby assigns and shall assign to Company or any affiliate thereof, by the execution of such form or forms as shall be hereinafter required, Employee's entire right, title, and interest in and to all such Inventions.

(b) Employee further agrees to promptly and fully disclose to Company any applicable Invention which he makes, to execute all documents requested by the Company or its agents in connection with filing and/or prosecuting any application for patents, trademarks and/or copyrights as Company, in its sole discretion, may desire, and further, to give Company all reasonable assistance, including but not limited to the giving of testimony in any action, suit, or proceeding in order to obtain, maintain, and protect Company's rights in and to any such Inventions. These obligations shall be binding upon Employee's assigns, executors, administrators, and other legal representatives.

(c) Employee represents to Company that he does not have pending any application for any patent, copyright, or trademark related to an application invention, and that there exists no information or invention now in Employee's possession claimed to be excluded from this Agreement, except as specifically listed on Exhibit A of this Agreement, which is incorporated herein by reference as is fully set forth herein. If an Exhibit A is not attached to this Agreement, it is understood that the mission of such Exhibit shall mean that there is nothing to be listed on such Exhibit A and Exhibit A shall be deemed to read "NONE".

(d) Company recognizes that Employee may desire from time to time to author and publish articles on subjects relating to the Company's existing or planned business. Employee agrees that Company shall own all copyrights to such publications; however, Company shall not unreasonably withhold its permission to allow Employee to reprint and distribute such publications for non-competitive purposes, as long as such proposed publications do not disclose Company's Confidential Information.

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4. Computers

(a) Employee understands and agrees that all ESP computer systems are Company proprietary and that all access to, and use of, any and all Company computer equipment is limited to explicitly authorized ESP individuals. Any exceptions must be authorized in writing by the President of ESP or his written designee.

(b) Employee further agrees that all programs, data, files or other information on Company computer systems(s) is Confidential/Proprietary Information.

(c) Employee accepts that all programs, data, files or other information developed, placed, recorded, saved, or otherwise made to reside on Company computer equipment is Company owned and Confidential Information.

5. Return of Materials

Upon termination of Employee's employment with the Company, for whatever reason, Employee will promptly deliver to Company all Confidential Information and/or other Company materials in Employee's possession or under Employee's control, including copies thereof and extracts therefrom.

6. Third Party Confidential Information

Employee represents that he does not have in Employee's possession or under Employee's control any third party proprietary or confidential information that has been obtained during the employee's course of employment with a third party and that Employee's employment with the Company and/or the terms of this Agreement do not and will not cause Employee to breach any agreement with, or obligation owed to any third party. Employee further agrees that, during Employee's employment with the Company, Employee will not disclose to the Company, or use in the course of Employee's employment with the Company, any such third party proprietary or confidential information.

7. Miscellaneous

(a) This Agreement constitutes the entire understanding of the parties, and all prior representations or agreements with respect to the subject matter hereof are superseded and terminated, provided however, if the Employee has entered into a written employment agreement with the Company, the employment agreement shall remain in full force and effect and this Agreement shall be deemed a supplement to the employment agreement and shall not replace or supersede the employment agreement. This Agreement may not be altered or varied except by a written instrument signed by both the Employee and an officer of the Company who has express written board of director approval to alter or vary this Agreement.

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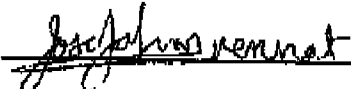
- (b) This Agreement shall be governed by and construed in accordance with all applicable local, state, and federal laws.
- (c) In case one or more of the provisions contained in this Agreement shall be held invalid, illegal or unenforceable in any respect by any court of competent jurisdiction, such holding shall not impair the validity, legality, or enforceability of the remaining provisions herein.
- (d) Except as otherwise provided herein, this Agreement shall terminate upon termination of Employee's employment with the Company. The obligations set forth in Sections 1, 2, and 3 hereof shall survive the termination of this Agreement.
- (e) In the event that the Company shall be merged or consolidated into or with any other entity, or in the event that substantially all of the assets of the Company shall be sold or otherwise transferred to any other entity, the provisions of this Agreement shall be binding upon, and inure to the benefit of, such other entity.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered, as of the day and year first above written.

Electric Submersible Pumps, Inc.

By   
Company Representative

EMPLOYEE

  
(Jose John Vennat)  
(Printed Name of Employee)



**DATE:** December 11, 2000

**TO:** Mary Bange, Program Coordinator, Oklahoma Department of Commerce

**FROM:** Doug Riess

**RE:** Quality Jobs Program – Entity Merger and Name Change

**CC:** Kelly Danscuk, Steve Ross

*file: C:\WINNT\Profiles\RIESSDR\Personal\Doug Riess\My Documents\Projects\Quality Jobs Program - Change in Org.doc*

I understand that our original application for this program was made under the name ESP Products, Inc with the tax ID#75-2437310.

Please update your records to reflect:

1. On December 29, 1994, ESP Products was merged into Electric Submersible Pumps, Inc. (tax ID #75-2411472) – see **Attachment A**.
2. Then, on September 8, 1999, Electric Submersible Pumps, Inc. changed its name to Wood Group ESP, Inc. – see **Attachment B**.

I have attached copies of the relevant documentation, which identify the Tax ID numbers, etc.

If you need further information or documentation on this, please call or send an email to me.

Thanks and regards,

A handwritten signature in black ink, appearing to read 'Doug Riess', is written over a horizontal line.

Doug Riess  
Controller  
Wood Group ESP, Inc.  
[doug@woodgroup-esp.com](mailto:doug@woodgroup-esp.com)  
671-2262