

11/29/04

FORM PTO-1595

COVER SHEET

U.S. DEPARTMENT OF

12-01-2004

(Rev. 6-93)

Patent and Trademark

OMB No. 0651-0011 (exp. 4/94)  
Tab settings



102892902

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

1. Name of conveying party(ies):

**Scott M. Packer, Russell J. Steel, Jonathan A. Babb, Chris Reed and Brian E. Taylor**

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

2. Name and address of receiving party(ies)

Name: **Smith International, Inc.**

Address: **16740 Hardy Street**

**Houston, Texas 77032**

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

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Execution Date: Oct. 27, 2004, Oct. 28, 2004, Nov. 19, 2004

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: **August 4, 2004**

A. Patent Application No.(s)

**10/912,736**

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

**David W. O'Bryant**

Name: \_\_\_\_\_

Internal Address:

**MORRISS O'BRYANT COMPAGNI, P.C.**

Street Address: **136 South Main Street, Suite 700**

11/30/2004 610M11 00000109 10912736

01 FC:8021 40.00 OP

City: **Salt Lake City** State: **Utah** ZIP: **84101**

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) ..... \$ **40**

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

**50-0881** (Deficiencies Only)

(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.*

**David W. O'Bryant**

Name of Person Signing

Signature

**11/23/04**

Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**PATENT**  
**REEL: 016023 FRAME: 0793**

# ASSIGNMENT

Page 1 of 7

<i>Attorney Docket No.</i>	2761.SMII.NP
<i>Inventor(s)</i>	Scott M. Packer et al.
<i>Assignee</i>	Smith International, Inc.
<i>Serial Number</i>	10/912,736
<i>Filing Date</i>	August 4, 2004

WHEREAS Scott M. Packer, Russell J. Steel, Jonathan A. Babb, Chris Reed and Brian E. Taylor ("Assignors"), residents of Utah, have invented a certain new and useful improvement in CRACK REPAIR USING FRICTION STIR WELDING ON MATERIALS INCLUDING METAL MATRIX COMPOSITES, FERROUS ALLOYS, NON-FERROUS ALLOYS, AND SUPERALLOYS, the application for United States Letters Patent which is identified above; and

WHEREAS, Smith International, Inc. ("Assignee"), a corporation of the State of Delaware, having a business address of 16740 Hardy Street, Houston, Texas 77032, is desirous of acquiring the entire right, title, and interest in the same;

NOW, THEREFORE, in consideration of one dollar (\$1.00), the receipt and sufficiency whereof is hereby acknowledged, and other good and valuable consideration, We, the said Scott M. Packer, Russell J. Steel, Jonathan A. Babb, Chris Reed and Brian E. Taylor, by these presents, do sell, assign, and transfer unto said Smith International, Inc., the full and exclusive right to the said invention and in and to said application and any and all provisionals, non-provisionals, divisions and continuations, substitutes and reissues of said application and the entire right, title, and interest in, to and under any and all Letters Patent of the United States and foreign countries that may issue or be granted on said invention.

The Assignors hereby authorize the Assignee to apply for and receive any and all United States and foreign patents relating to such improvements in its own name.

# ASSIGNMENT

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<i>Attorney Docket No.</i>	2761.SMII.NP
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<i>Serial Number</i>	10/912,736
<i>Filing Date</i>	August 4, 2004

The Assignors hereby authorize and request the issuing authority to issue any and all United States and foreign patents granted on such improvements to and in the name of the Assignee.

The Assignors warrant and covenant that no assignment, grant, mortgage, license or other agreement or encumbrance affecting the rights and property herein conveyed has been or will be made or entered into by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned.

When requested by and at the expense of the Assignee, the Assignors covenant to carry out in good faith the intent and purpose of this agreement, to execute all provisional, non-provisional, divisional, continuing, substitute, renewal and reissue, and all other patent applications relating to any and all improvements relating to the invention; to execute all rightful oaths, declarations, assignments, powers of attorney and other papers; to communicate to the Assignee all facts and provide to the Assignee all documents and things known and accessible to the undersigned relating to such improvements and the history thereof, and testify as to the same in any interference, litigation or other proceeding relating thereto; and generally to do everything which the Assignee shall consider desirable for vesting title to such improvements in the Assignee, and to secure, maintain, defend and enforce valid and enforceable patent protection for the invention.

The Assignors hereby agree and acknowledge that the sale, assignment and transfer of rights and property set forth herein is and shall be irrevocable and binding upon the heirs,

# ASSIGNMENT

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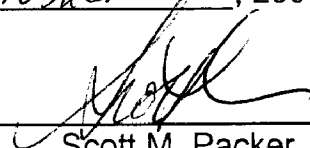
Attorney Docket No.	2761.SMII.NP
Inventor(s)	Scott M. Packer et al.
Assignee	Smith International, Inc.
Serial Number	10/912,736
Filing Date	August 4, 2004

assigns, representatives and successors of each undersigned Assignor and extend to the successors, assigns and nominees of the Assignee.

The Commissioner of Patents is hereby authorized and requested to issue said Letters Patent to said Smith International, Inc. as the Assignee of the entire right, title, and interest in and to the same, for its sole use and behoof; and for the use and behoof of its legal representatives, to the full end of the term for which said Letters Patent may be granted, as fully and entirely as the same would have been held by us had this assignment and sale not been made.

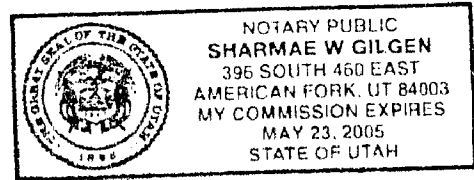
Executed this 19 day of November, 2004 at Provo, Ut.  
(city) (state)

STATE OF Utah )  
County of Utah : ss

  
\_\_\_\_\_  
Scott M. Packer

Before me personally appeared Scott M. Packer and acknowledged the foregoing instrument to be his free act and deed this 19<sup>th</sup> day of November, 2004.

  
\_\_\_\_\_  
Notary Public



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Attorney Docket No.	2761.SMII.NP
Inventor(s)	Scott M. Packer et al.
Assignee	Smith International, Inc.
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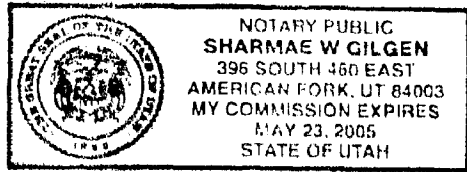
Executed this 27 day of October, 2004 at Provo, Utah.  
(city) (state)

STATE OF Utah )  
: SS  
County of Utah )

Russell J. Steel  
Russell J. Steel

Before me personally appeared Russell J. Steel and acknowledged the foregoing instrument to be his free act and deed this 27<sup>th</sup> day of October, 2004.

Sharmae W. Gilgen  
Notary Public

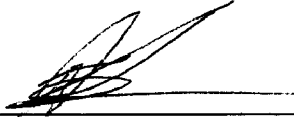


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Attorney Docket No.	2761.SMII.NP
Inventor(s)	Scott M. Packer et al.
Assignee	Smith International, Inc.
Serial Number	10/912,736
Filing Date	August 4, 2004

Executed this 28 day of October, 2004 at Provo, Utah  
(city) (state)



Jonathan A. Babb

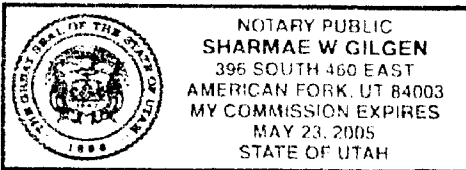
STATE OF Utah )

: ss

County of Utah )

Before me personally appeared Jonathan A. Babb and acknowledged the foregoing instrument to be his free act and deed this 28<sup>th</sup> day of October, 2004.

Sharmae W. Gilgen  
Notary Public



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Attorney Docket No.	2761.SMII.NP
Inventor(s)	Scott M. Packer et al.
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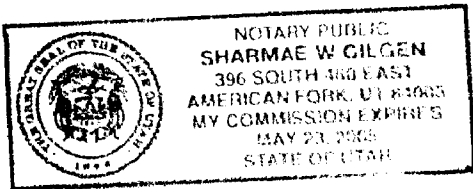
Executed this 27 day of Oct, 2004 at Provo (city), Utah (state).

Chris Reed  
Chris Reed

STATE OF Utah)  
: SS  
County of Utah)

Before me personally appeared Chris Reed and acknowledged the foregoing instrument to be his free act and deed this 27<sup>th</sup> day of ~~Sept~~ October, 2004.

Sharmae W. Gilgen  
Notary Public



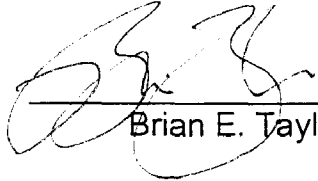
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Executed this 19<sup>th</sup> day of November, 2004 at Provo, Utah  
(city) (state)

STATE OF Utah )  
: ss  
County of Utah )

  
\_\_\_\_\_  
Brian E. Taylor

Before me personally appeared Brian E. Taylor and acknowledged the foregoing instrument to be his free act and deed this 19<sup>th</sup> day of November, 2004.

  
\_\_\_\_\_  
Notary Public

