

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Aquisition Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Gulf Technologies International L.C.	10/24/1999
RECEIVING PARTY DATA	
Name:	Alpine Oil Services Corporation
Street Address:	2460, 240 - 4 Avenue S.W.
City:	Calgary, Alberta
State/Country:	CANADA
Postal Code:	T2P 4H4
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6209663
CORRESPONDENCE DATA	
Fax Number:	(713)693-4802
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	713-693-4712
Email:	neal.fagan@weatherford.com
Correspondent Name:	Neal Fagan
Address Line 1:	515 Post Oak Blvd. Suite 600
Address Line 4:	Houston, TEXAS 77027
NAME OF SUBMITTER:	Neal Fagan
Total Attachments: 4	
source=AAAA Assignment - Gulf Tech Intl LC#page1.tif source=AAAA Assignment - Gulf Tech Intl LC#page2.tif source=AAAA Assignment - Gulf Tech Intl LC#page3.tif source=AAAA Assignment - Gulf Tech Intl LC#page4.tif	

CH \$40.00 6209663

October 22, 1999

Gulf Technologies International L.C.
9884 Bissonnet, Suite 780
Houston, Texas 77036

Attention: David Hosie

Dear Sir:

Re: Offer to Purchase Shares of Gulf Technologies Inc ("GTI")

1. Alpine Oil Services Corporation ("Alpine") hereby offers to purchase from Gulf Technologies International L.C. all of the issued and outstanding shares of GTI, a recently incorporated Texas company which owns all of the assets used in your engineering business, as more particularly set out in Schedule "A" hereto (the "Assets"). Schedule A includes all patent rights and license agreements relating to Alpine products, additional engineering designs and technology together with the primary operating assets and balance sheet items of GTI but for greater certainty, does not include certain intellectual property rights, patent rights and license agreements between Gulf Technologies International L.C. and Worldwide Oilfield Machine Inc.
2. The purchase price of the Assets shall be U.S. \$750,000 payable by the issue of 1,071,428 Alpine common shares issued from treasury at \$1.05 per share.
3. Closing shall occur on October 31, 1999 or such other time as the parties agree.
4. **Conditions of Offer**

This Offer is conditional upon the following items:

- (a) David Hosie entering into a work contract with Alpine for a period of five years on mutually satisfactory terms. Until necessary work visas are obtained, this will take the form of a consulting agreement between GTI and Alpine.
- (b) Michael Brian Grayson entering into a three year employment contract with Alpine on mutually satisfactory terms, which will include an initial signing bonus of U.S. \$25,000 and 33,000 shares of Alpine payable on closing.
- (c) Alm Oil Tools, Inc. granting Alpine a renewable five year license agreement in respect to its product line and all rights therein (the "Alm Products") on mutually satisfactory terms but including the following basics:

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- (i) Alpine shall have all manufacturing and sales rights to the Aim Products on a worldwide basis, with the exclusion of Trinidad and Venezuela;
- (ii) Aim Oil Tools, Inc. will receive 25% of the Net Operating Profits arising from the sale of Aim Products, payable on a quarterly basis. Net Operating Profits is defined as gross revenues from Aim Products sales, minus direct and indirect costs and associated overhead as well as all associated depreciation and amortization;
- (iii) Alpine will bear the operational support, sales, engineering and manufacturing costs of the product line;
- (iv) Notwithstanding the above, all ownership in the Products will remain that of Aim Oil Tools, Inc.

(d) Regulatory approval, if required.

(e) Due diligence review, satisfactory to Alpine.

5. The parties agree to work together to minimize each parties expenses and tax liability in respect to the acquisition.

If the foregoing is satisfactory to you, please execute a copy of this agreement where indicated below and return to us. If the Offer is not accepted by October 25, 1999, this Offer will be withdrawn.

Yours truly,

Alpine Oil Services Corp

Per: Rodney Hauser, President

The foregoing terms and conditions are hereby accepted.

Gulf Technologies International L.C.

Per: David Hsieh

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GTI Assets at 31 October 1999

ITEM	QTY	Description	Rep. Value	Extension
1	5	Executive return desk	1500	7500
2	2	Exec. Lateral file	600	1200
3	1	Exec. coffee table	350	350
4	2	Exec. End table	250	500
5	4	Exec occasional chair	200	800
6	1	Drink cabinet	250	250
7	2	Leather sofa	650	1300
8	7	Leather exec. Chair	180	1260
9	3	Desk	1100	3300
10	6	Computer table	250	1500
11	6	Work table	200	1200
12	2	Magazine table	175	350
13	1	Conference table	2000	2000
14	8	Conference chair	125	1000
15	5	Visitor chair	100	500
16	3	Partition divider	180	540
17	9	Potted tree	60	540
18	20	Office art	45	900
19	10	Storage shelf	35	350
20	5	Book case	200	1000
21	1	Sofa	300	300
22	3	Pentium II / III cad workstation	2000	6000
23	1	Pentium III graphics workstation	2500	2500
24	6	P-5 workstation	1200	7200
25	2	19" Monitor	400	800
26	8	17" Monitor	300	2400
27	1	HP 650 large format plotter	8000	8000
28	1	Calcomp CCL 600, 11x17 laser printer	2500	2500
29	1	Epson Stylus 3000 printer	1500	1500
30	1	Epson Stylus 600 printer	150	150
31	1	Jaz Back-up	100	100
32	1	Light box	150	150
33	1	Brother fax	150	150
34	1	Sharp copier	6500	6500
35	1	Flat bed color scanner	450	450
36	1	Premier 12 phones w/CPU	8500	8500
37	1	General office software	2500	2500
38	1	Graphics Software	4500	4500
39	1	Publishing software	2500	2500
40	2	Autocad Software	4800	9600
41	1	Autodesk mechanical DT software	2400	2400
42	1	Cosmos FEA software	12500	12500
43	1	3D studio Max animation software	2200	2200
44	1	Assorted Inspection Equipment	2500	2500

45	2	Shop work tables	250	500
46	1	Refrigerator	250	250

ITEM	QTY	Description	Rep. Value	Extension
47	1	Sony UVW 1600 BetaSP VTR	6800	6800
48	1	Sony UVW 1800 BetaSP VTR	8800	8800
49	1	Sony Trinitron PVM 1340	1200	1200
50	1	Yamaha MC1603 mixer	600	600
51	1	Tao Editizer, edit controller	2500	2500
52	1	DPS Par card & 1Gb HDD	1500	1500
53	1	Razor, edit software	800	800
↖	54	Intellectual property rights, RPM Systems	100000	100000
↖	55	Intellectual property rights, Deployment Valve	100000	100000
	56	Assorted Full bore DST & TCP drawings	150000	150000
	55	Accounts receivable	131134.31	131134.31
	56	Security deposits	3253	3253
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