

3/08/05

10-27-2005

Form PTO-1595 (Rev. 10/02)		RE	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
OMB No. 0851-0027 (exp. 6/30/2005)		103046242		
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.				
1. Name of conveying party(ies): Lawrence C. Wood		2. Name and address of receiving party(ies) Name: John M. Robinson		
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Internal Address: _____		
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 _____		Street Address: _____ 9333 Memorial Drive - Suite 201		
Execution Date: 11/22/00		City: Houston State: TX Zip: 77024		
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: 03/07/05		Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
A. Patent Application No.(s) 11075326		B. Patent No.(s) _____		
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		6. Total number of applications and patents involved: 1		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Keith B. Willhelm Internal Address: Attorney at Law		7. Total fee (37 CFR 3.41).....\$ 40.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account		
Street Address: 6266 Del Monte		8. Deposit account number: 501,435/JROB:012		
City: Houston State: TX Zip: 77057				
DO NOT USE THIS SPACE				
9. Signature.				
Keith B. Willhelm Name of Person Signing		Keith B. Willhelm Signature		March 7, 2005 Date
Total number of pages including cover sheet, attachments, and documents: 30				

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

INTELLECTUAL, PERSONAL PROPERTY AND SERVICES AGREEMENT

THE STATE OF TEXAS  
COUNTY OF HARRIS

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§  
§

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Dr. Lawrence C. Wood, 709 East 13th Street, Houston, Texas 77008-7147 ("Wood") is the owner of the following personal property (such personal property, together with any enhancement, improvement or derivative of same pursuant to the terms of this Agreement being collectively hereinafter referred to as the "Intellectual Property"):

1. One hundred percent (100.0%) of Wood's Signal-to-Noise Ultimate Maximization ("SIGNUM") technology.
2. One hundred percent (100.0%) of Wood's rights in U.S. Patent No. 5,189,644 relating to amplitude aliasing;
3. An undivided fifty percent (50.0%) interest in a pre-stack radon filter known as a "REflection EXtraction Filter", also sometimes known as "REEF", including equations and methodology relating to same for use in seismic-processing algorithms, all of which is summarized in Exhibit "A" attached hereto ("REEF");
4. One hundred percent (100.0%) of the intellectual property known as RADon Reflection Extraction Filter, sometimes known as "RARE", described in the Patent Application attached hereto as Exhibit "B" ("RARE"); and,

WHEREAS, Wood also owns 30,000 shares of stock in Exploration and Production Imaging Corporation represented by Share Certificate NV5, and Geophysical Consulting, Inc., a corporation owned 100% by Wood, owns 80,000 shares of stock in Exploration and Production Imaging Corporation represented by Share Certificate No. V6 (such 110,000 shares being hereinafter referred to as the "EPIC Stock"); and

WHEREAS, Wood is indebted to John M. Robinson, whose address is 9333 Memorial Drive, No. 201, Houston, Texas 77024 ("Robinson"), in the amount of \$52,000.00 (the "Indebtedness") as evidenced by Promissory Note dated May 15, 2000 in the original principal amount of \$20,000.00 and Promissory Note dated July 31, 2000 in the original principal amount of \$32,000.00, such Promissory Notes being secured by a Deed of Trust from Wood to Antone L. Peterson, III, Trustee for Robinson, recorded in the Official Records of

Harris County, Texas under File No. U405478 at Film Code 532-46-0438, et seq., as amended (the "Deed of Trust"); and,

WHEREAS, Wood and Robinson have agreed that concurrently herewith, Robinson will cancel the Indebtedness and execute a release of the Deed of Trust in return for the conveyance, assignment and sale of the Intellectual Property and the EPIC Stock from Wood to Robinson subject to the terms and conditions herein contained.

NOW, THEREFORE, for and in consideration of the cancellation of the Indebtedness and the release of the Deed of Trust concurrently herewith by Robinson, Wood and Robinson do hereby covenant and agree as follows:

1.

CONVEYANCE BY WOOD

By execution hereof, Wood does hereby grant, sell, convey and assign to Robinson all of Wood's right, title and interest in and to the following:

- (a) The Intellectual Property; and,
- (b) The EPIC Stock.

The conveyance of the Intellectual Property and the EPIC Stock by Wood to Robinson is subject to Wood's proportionate interest in all future revenues received by Robinson attributable to the Intellectual Property and/or the EPIC Stock after "Recoupment" enumerated in Section 3 below, such revenues being referred to in this Agreement as the "Dedicated Revenues". "Dedicated Revenues" shall include any income received by Robinson associated with the licensing, use or sale of the Intellectual Property and all sums received attributable to dividends on the EPIC Stock or proceeds from the sale thereof, as well as any other revenue or income received by Robinson arising out of Robinson's ownership of the Intellectual Property and/or the EPIC Stock.

Geophysical Consulting, Inc., a corporation owned 100% by Wood, the record owner of 80,000 shares of stock in Exploration and Production Imaging Corporation represented by Share Certificate No. V6 joins in the execution of this Agreement solely to grant, sell,

convey and assign such stock to Robinson, subject to the terms and conditions herein contained. Such stock shall be deemed to be part of the EPIC stock as defined in this Agreement.

2.

CONSULTING AGREEMENT

Wood agrees to provide consulting services to Robinson in order to accomplish the following:

- (a) Improvement and enhancement of the RARE algorithms as required; and
- (b) Assisting in the filing of the Patent Application for RARE attached as Exhibit "B" hereto, including any necessary revision, supplementation or responses deemed necessary by Robinson or required by the U.S. Patent Office.

The consulting services to be provided by Wood to Robinson shall be those reasonably required and requested by Robinson, provided however, that in no event will Wood be required to provide more than thirty-two (32) hours per week of consulting services. This consulting obligation shall terminate one year from the date of this Agreement. Robinson agrees that Wood shall be reimbursed out of future revenues, if any, as provided in Section 3 hereinbelow for Wood's consulting services if, and only if, Wood submits a monthly itemization of the time spent on consulting services under the terms of this Agreement. In the event that Wood substantially complies with his consulting obligation under the terms of this Section, Wood will also be entitled to the greater after Recoupment interest described in Section 4 below, however, in the event Wood does not substantially comply by furnishing the consulting services as required in this Section for the specified period of time, then in that event, Woods' after Recoupment interest shall be reduced as provided in Section 4 below.

3.

CONTINGENT REIMBURSEMENT OF CONSULTING FEES

Assuming that Wood has properly submitted a monthly itemization of Wood's consulting services rendered pursuant to

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Section 2 above, Wood shall be entitled to payment or reimbursement, as the case may be, out of the Dedicated Revenue, however received by Robinson. Any sums paid or reimbursed to Wood out of the Dedicated Revenues for services rendered shall be added to the sums to be recouped by Robinson out of the remainder of the Dedicated Revenues as provided in Section 4 below.

4.

OWNERSHIP AND RECOUPMENT

As set forth in Section 1 above, subsequent to the date hereof, Robinson shall own and control all of the Intellectual Property and the EPIC Stock, however, Wood shall be entitled to receive (a) payment or reimbursement for consulting services as provided in Section 3 above and (b) a portion of all revenues generated associated with the licensing, use or sale of the Intellectual Property and all sums received attributable to dividends on the EPIC Stock or proceeds from the sale thereof subsequent to the date of "Recoupment" by Robinson. For purposes hereof, "Recoupment" shall be deemed to be that point in time at which Robinson has received from the Dedicated Revenues a sum of money equal to the following:

- (i) The amount of the Indebtedness (\$52,000.00) plus interest on unpaid principal and interest due on the Indebtedness at the lesser of (a) two percent over the Base or Index Rate of the American National Bank of Wichita Falls, Texas, or (b) the Maximum Lawful Rate which will not violate any applicable usury statutes, plus
- (ii) An amount of money equal to all sums paid or reimbursed to Wood for consulting services out of the Dedicated Revenues pursuant to Section 3 above, plus
- (iii) An amount of money equal to the sum of all costs and expenses heretofore or hereafter incurred or paid by Robinson in connection with improving, enhancing, marketing, patenting, or maintaining the

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Intellectual Property and in marketing or registering the EPIC Stock (the expenses incurred as of November 16, 2000 being \$51,335.08),

- (iv) An amount of money equal to the total cost of the Core Microsystems Integrated System set out in Core Microsystem Quote #13701, including all costs of shipping, set up, software, support costs and

expense in the ~~\$51,335~~ financing charges totaling \$40,437.05, which is an itemized total as of November 16, 2000 and identified above in section 4 (iii)

Subsequent to the time of Recoupment by Robinson, Wood shall

be entitled to receive either:

- (a) Fifty percent (50%) of all revenues generated associated with the licensing, use or sale of the Intellectual Property and all sums received attributable to dividends on the EPIC Stock or proceeds from the sale thereof in the event that Wood has fulfilled his obligation to provide the consulting services enumerated in Section 2 above, or
- (b) Twenty-five percent (25%) of all revenues generated associated with the licensing, use or sale of the Intellectual Property and all sums received attributable to dividends on the EPIC Stock or proceeds from the sale thereof in the event that Wood fails to provide the consulting services enumerated in Section 2 above.

Any sums due and payable from Robinson to Wood attributable to Wood's after Recoupment interest shall be paid by Robinson to Wood on a monthly basis with payment to be made on or before ten (10) days after the end of each calendar month in which Robinson receives any Dedicated Revenues under the terms of this Agreement.

5.

CONFIDENTIALITY AND NON-COMPETITION

Wood, by execution hereof, does hereby acknowledge and confirm that with respect to the Intellectual Property, as well as any work product relating thereto hereafter generated by Wood, Robinson shall hereafter be the owner of same. Wood agrees to use Wood's best efforts to keep secret and strictly confidential any and all

of the Intellectual Property. Wood agrees not to disseminate any of the Intellectual Property to any third party without the express written consent of Robinson.

Wood agrees for a period of twenty (20) years following the completion of Wood's consulting services pursuant to Section 2 of this Agreement not to compete with Robinson's use and marketing of the Intellectual Property, or attempt in any way to circumvent Robinson's ownership of the Intellectual Property. Wood agrees and understands that Robinson shall expressly be entitled to either equitable relief restraining Wood from competing with or circumventing Robinson's ownership of the Intellectual Property or damages at the sole discretion of Robinson, and further provided that Wood shall expressly be liable for any attorney's fees and/or costs associated with enforcement of this non-competition and non-circumvention provision.

6.

RETURN OF PROPRIETARY AND CONFIDENTIAL DATA/INFORMATION

Wood recognizes and agrees that after Wood's consulting services have ended pursuant to the terms of this Agreement that Wood that unless a definitive agreement allowing Wood to continue to possess the Intellectual Property or any portion thereof, Wood agrees to immediately return to Robinson all of the Intellectual Property or any portion thereof in Wood's possession or control. Wood shall also return any and all copies, computer files, facsimiles, notes, or reproductions of any kind whether "hard copy", tape or electronic relating to the Intellectual Property. Wood shall also return any and all work product generated by Wood which relates to the Intellectual Property.

7.

THIRD PARTY DISCLOSURE

Wood agrees not to disclose any of the Intellectual Property to any third party unless (a) such third party is an agent, employee or consultant of Robinson or (b) Robinson grants his prior written permission to such disclosure.

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8.

NOTICES

The parties' addresses and telefax numbers for purposes of any notice required hereunder are as follows:

**WOOD:**

Lawrence C. Wood  
709 East 13th Street  
Houston, Texas 77008  
Facsimile: (713) 682-2653

**ROBINSON:**

John M. Robinson  
9333 Memorial #201  
Houston, Texas 77024  
Facsimile: (713) 682-2653

The parties hereto agree that any notices, communications or documents that either of them desire or that may be required to be delivered to any other shall be sent via telecopy, delivered in person, delivered by recognized courier service (such as Federal Express) or sent certified mail, postage prepaid, return receipt requested, received during normal business hours for the receiving party and addressed to the parties at the addresses set out above. Notices or other communications shall be effective upon receipt by the party to be notified, except that, for purposes hereof, if telecopy or personal delivery is not possible, refusal by any party to accept correspondence sent by certified mail or two unsuccessful attempts by the U.S. Postal Service to serve any communication sent by certified mail shall be deemed receipt of such correspondence.

9.

APPLICABLE LAW

This Agreement shall be governed and construed according to the laws of the State of Texas. Any disagreements must first be submitted to Mediation in order to attempt to resolve any dispute between any of the parties hereto prior to the trial of any lawsuit. Venue for any action arising hereunder shall be in the appropriate state and federal courts of Harris County, Texas.

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10.

SECTION HEADINGS

Section headings are for reference purposes only and shall not affect in any way the meaning or interpretation of any provision of this Agreement.

11.

WALVER

Any waiver by any party of any right or obligation hereunder must be in writing and signed by that party and shall be strictly limited to its terms and shall not be deemed to be a waiver or a precedent for a waiver of any right, obligation, default or breach not expressly waived therein.

12.

AMENDMENT AND TERMINATION

This Agreement may not be amended or terminated except by an instrument in writing signed by all affected parties.

13.

ASSIGNMENT

This Agreement is not assignable without the express written consent of all parties hereto.

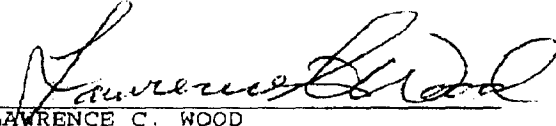
14.

SUCCESSORS AND ASSIGNS


This Agreement is expressly made binding upon the parties hereto and their respective heirs, devisees, personal representatives, successors and assigns.

EXECUTED this 22nd day of November, 2000.

WOOD:

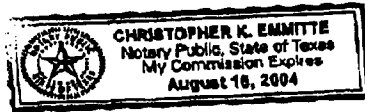
  
\_\_\_\_\_  
LAWRENCE C. WOOD

ROBINSON:

  
\_\_\_\_\_  
JOHN M. ROBINSON

STATE OF TEXAS §  
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on November 22, 2000, by Lawrence C. Wood.



*[Signature]*  
Notary Public, State of Texas  
Name Printed: CHRIS EMMITTE  
My Commission Expires: 8-16-2004

STATE OF TEXAS §  
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on November 22, 2000, by John M. Robinson.



*[Signature]*  
Notary Public, State of Texas  
Name Printed: CHRIS EMMITTE  
My Commission Expires: 8-16-2004

NOTARIAL PUBLIC SEAL FROM ACP (WOOD DEPT. 11/01/01)

## Exhibit "A"

The REEF process models signal reflections with kinematic trajectories in offset-time (or x-t) space. These curves map or transform to corresponding trajectories in time-slowness (or TAU-P) space where slowness  $p$  is defined as reciprocal velocity (or  $p = 1/v$ ). REEF's original offset-time ensemble was developed to work in the common midpoint (CMP) gather either before or after normal moveout (or NMO) correction. However, at a later date REEF technology will be extended and developed into the common source, common receiver and common offset gathers as well. The set of all possible signal trajectories define a pass region in TAU-P space when combined with an error tolerance about the desired set of curves, thereby defining a pass-reject TAU-P filter. This class of filters is known within the geophysical literature as Radon filters. The best known Radon filters are linear slant-stacks, parabolic, and hyperbolic. Once filters are defined in TAU-P space, the filtered solutions are inverse transformed back to x-t space. A general mathematical formulation encompassing the linear, parabolic, and hyperbolic Radon transforms (forward and inverse) is the following:

$$d(x,t) = \iint dp d\tau p^n U(p,\tau) \delta[g(t,x,\tau,p)] \quad \text{Inverse transform}$$

$$U(p,\tau) = \iint d(x,t) x^n \delta[f(t,x,\tau,p)] dx dt \quad \text{Forward transform}$$

where

$d(x,t)$  = measured seismogram at offset  $x$  and two-way time  $t$

$U(p,\tau)$  = transform coefficient at slowness  $p$  and zero-offset time  $\tau$

$g(t,x,\tau,p)$  = inverse transform function

$f(t,x,\tau,p)$  = forward transform function

$n$  = power weighting parameter

$\delta$  = Dirac delta function

For example, the linear slant stack discussed by Thorson and Claerbout (1985) has the following description:

$$g(t,x,\tau,p) = \tau - t + px$$

$$f(t,x,\tau,p) = t - \tau - px$$

$$n = 0$$

The parabolic Radon transform discussed by Hampson (1986) has the following formulation:

$$g(t,x,\tau,p) = \tau - t + px^2$$

$$f(t,x,\tau,p) = t - \tau - px^2$$

$$n = 0$$

whereas, the hyperbolic Radon transform discussed by Thorson and Claerbout (1985) can be described as,

$$g(t,x,\tau,p) = \tau - \sqrt{(t^2 - p^2x^2)}$$

$$f(t,x,\tau,p) = t - \sqrt{(t^2 + p^2x^2)}$$

$n = 0$  unweighted transform

$n \neq 0$  weighted transform.

Impulse responses for each Radon transform can be readily calculated by setting  $g(t, x, \tau, p) = 0$  or  $f(t_0, x_0, \tau, p) = 0$  in the respective domains. For example, substituting a single point sample such as  $(x_0, t_0)$  or  $(\tau_0, p_0)$  in each domain. Substituting  $d(x_0, t_0) = A\delta(x-x_0)\delta(t-t_0)$  into the linear slant stack equation yields  $U(p, \tau) = A \delta(t_0 - \tau - px_0)$ . Thus it shows that a point of amplitude A at  $(x_0, t_0)$  maps into the straight line  $\tau + px_0 = t_0$ ; whereas, substituting  $(p_0, \tau_0)$  of amplitude B yields  $B \delta(\tau_0 - t + p_0x)$  shows that a point  $(p_0, \tau_0)$  in TAU-P space maps into the line  $\tau_0 = t - p_0x$ . In a similar manner it can be shown that a hyperbola  $t^2 = t_0^2 + x^2/v^2$  maps into the point  $(\tau, p) = (t_0, 1/v)$ , and vice-versa.

In summary then, in the CMP domain prior to NMO correction, the REEF process preserves the points in TAU-P space corresponding to the hyperbolas described by the stacking velocity function  $(t_0, V)$  where V is the dip corrected stacking velocity. A suitable error tolerance such as 5-20% is allowed for the stacking velocity function. For the CMP gathers, the TAU-P pass band corresponds to a region specified with given percentages about the CMP stacking velocity function wherein  $\frac{1}{v(1+r_2)} \leq p \leq \frac{1}{v(1-r_1)}$  and  $r_{1,2}$  are the percentages as decimals.

GLOBAL FORTRESS, INC. INTELLECTUAL PROPERTY - EXHIBIT A.MPD