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Form **PTO-1595** (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office Attorney Docket No. 206438 (8830-314)

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

1. Name of conveying parties:	2. Name and address of receiving party(ies):	
1) Steven JEFFREY	Name: WELL-WORX LIMITED	
2) Harold ASHTON		
3) Ian Stuart GRAY-TAYLOR		
	Street Address: 78 Prince of Wales Road	
Additional name(s) of conveying party(ies) attached?		
	City: Norwich, Norfolk, Great Britain State: Zip: NR1 1NJ	
3. Nature of Conveyance:		
■ Assignment □ Merger		
□ Security Agreement □ Change of Name		
□ Other:		
Execution date(s): (1-2) 01/19/2005; (3) 01/31/2005	Additional name(s) and address(es) attached?  Ves No	
4. Application number(s) or patent number(s):		
A. Patent Application No.(s):	B. Patent No.(s):	
PCT/GB03/003542 (Designating US)		
	pers attached? □ Yes ■ No	
5. Name and address of party to whom correspondence	6. Total number of applications and patents involved: 1	
concerning document should be mailed:	$\underline{\mathbf{x}}$	
C	7. Total fee (37 CFR 3.41) <b><u>\$40.00</u></b>	
Gregory J. Lavorgna, Esquire		
DRINKER BIDDLE & REATH LLP	Enclosed	
One Logan Square		
18 <sup>th</sup> & Cherry Streets	Authorized to be charged to deposit account	
Philadelphia, PA 19130	8. Deposit Account No. <u>50-0573</u>	
1 madeipina, 111 19190	8. Deposit Account No. $\underline{50-0575}$	
DO NOT USE THIS SPACE		
9. Signature	111	
9. Signature		
Gregory J. Lavorgna, Reg. No 30,469	February 10, 2005	
Name of Person Signing/Registration No.	Signature / Date	
Total number of	pages including cover sheet, attachments and documents: 3	
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FC:8021 / 40.00 0P		

#### <u>USASSIGNMENT</u>

WHEREAS, we, Steven JEFFREY, Harold ASHTON and Ian Stuart GRAY-TAYLOR, citizens of Great Britain, whose full post office addresses are respectively 7 Fifth Avenue, Glasgow, G12 0AS, Great Britain, The Old Police House, School Road, Newburgh, Aberdeenshire, AB41 6BT, Great Britain and Whitemyre, Daviot, Inverurie, Aberdeenshire, AB21 0EJ, Great Britain, hereinafter generally referred to as "ASSIGNORS", have invented a certain new and useful

#### WELL ABANDONMENT APPARATUS

for which we filed International Application PCT/GB2003/003542 for Letters Patent on August 14, 2003, designating the United States, and

WHEREAS, Well-Worx Limited, a United Kingdom corporation having a place of business at 78 Prince of Wales Road, Norwich, Norfolk, NR1 1NJ, Great Britain, hereinafter generally referred to as "ASSIGNEE", is desirous of acquiring said invention and said application for Letters Patent,

NOW, THEREFORE, in consideration of the sum of One Dollar and other good and valuable executed consideration, the full receipt and sufficiency of all of which are hereby acknowledged, and intending to be legally bound hereby, we, the undersigned ASSIGNORS, hereby agree to sell, assign, transfer and convey and by these presents do sell, assign, transfer and convey unto the above-named ASSIGNEE, the whole and entire right, title and interest

> in and to said invention as described in the above application for Letters Patent, for the territory of the United States and its possessions and territories and all foreign countries, and

> in and to the above application for Letters Patent, including any continuing and/or divisional applications therefor, any provisional applications identified in the above application, and any and all United States Letters Patent which may be granted on said application(s) including reissues and reexaminations, and all foreign Letters Patent which may be granted on said invention, including reissues, extensions, renewals and reexaminations of such Letters Patent;

said invention, application and Letters Patent to be held and enjoyed by the above-named ASSIGNEE, for ASSIGNEE's own use and behoof, and for ASSIGNEE's legal representatives and assigns to the full end of the term or terms for which said Letters Patent may be granted, as

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fully and entirely as the same would have been held by the undersigned ASSIGNORS had this assignment and sale not been made: and for the aforesaid consideration ASSIGNORS hereby covenant, agree and undertake to execute, whenever requested by the above-named ASSIGNEE, all patent applications, assignments, lawful oaths and any other papers which ASSIGNEE may deem necessary or desirable for securing to ASSIGNEE or for maintaining for ASSIGNEE all the Letters Patent hereby assigned or agreed to be assigned; all without further compensation to the undersigned ASSIGNORS.

(L.S.) Steven JEFEREY

JAMIE ALL Witness 19/105.

n nitel

(L.S.)

JAMLEALLIN) Witness

19/01/05

Date

(L.S.)

Ian Stuart GRAY-TAYLOR

Harold ASHTON

JUL SUMALAND Witness 21/01/05 Date

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**RECORDED: 02/10/2005**