

08-11-2005



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REC

To the Director of the U.S. Patent and Trade

attached documents or the new address(es) below.

1. Name of conveying party(ies)

Rocco DiFoggio
Nigel Ryder

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

2. Name and address of receiving party(ies)

Name: Baker Hughes Incorporated

Internal Address: _____

Street Address: 3900 Essex Lane

City: Houston

State: Texas

Country: USA Zip: 77027

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) July 19, 2005

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Keith R. Derrington

Internal Address: _____

Street Address: Simmons & Derrington, L.L.P.

6750 West Loop South, Suite 920

City: Bellaire

State: Texas Zip: 77401

Phone Number: 713-977-0723

Fax Number: 713-552-0110

Email Address: keith.derrington@sdiplaw.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 02-0429

Authorized User Name _____

9. Signature:

August 3, 2005

Date

Signature

08/10/2005 DBYRNE

00000042 020429 11196809

01 FC:8021

40.00 DA

Keith R. Derrington

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

8.305

112966 U.S. PTO
11/196809



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ASSIGNMENT OF LETTERS PATENT

WHEREAS, we, Rocco DiFoggio and Nigel Ryder are the inventors of: "**DOWNHOLE USE OF ELECTROACTIVE POLYMERS**", for which an application for a United States Letters Patent is filed herewith; and

WHEREAS, Baker Hughes, Incorporated, whose post office address is 3900 Essex Lane, Houston, Texas 77027, a corporation created and existing under and by virtue of the laws of the State of Delaware, is desirous of acquiring the entire right, title, and interest in and to the aforesaid invention throughout the world; and all right, title and interest in, to and under any and all Letters Patent of the United States and all other countries throughout the world;

NOW, THEREFORE, be it known by all whom it may concern that for and in consideration of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, we the inventors hereby sell, assign, transfer, and set over to Baker Hughes, Incorporated, all right, title and interest in and to the said invention throughout the entire world, in and to said application for U.S. Letters Patent, and any and all divisions, continuations, substitutions, continuations-in-part, and reissues thereof, and any and all Letters Patent of the United States and foreign countries which may be granted therefore on such inventions or improvements; and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on such application in the United States. The assignments and transfers described herein are to be held and enjoyed by Baker Hughes, Incorporated for its own use and benefit, and for the use and benefit of its successors, assigns, or other legal representatives, to the end of the term or terms for which said Letters Patent of the United States or foreign countries are or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by us if this assignment and sale had not been made. We further hereby assign and transfer to said corporation whatever cause of action we may have for past or present infringement of said invention, together with the right to bring suit for any such infringement and to seek and receive damages and other relief arising from any such infringement.

We the inventors do hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all Letters Patent of the United States on said invention or resulting from said application and from any and all divisions, continuations, and reissues thereof, to Baker Hughes, Incorporated, as assignee of our entire interest, and hereby covenant that we have the full right to convey the entire interest herein assigned, and that we have not executed and will not execute any agreement in conflict herewith.

We the inventors do further hereby covenant and agree that we will, at any time, upon request, execute and deliver any and all papers that may be necessary or desirable to perfect the title of said invention and to such Letters Patent as may be granted therefore to Baker Hughes, Incorporated, its successors, assigns, or other legal representatives and that if Baker Hughes, Incorporated, its successors, assigns or other legal representatives shall desire to file any divisional or continuation applications or to secure a reissue of such Letters Patent, or to file a

disclaimer relating thereto, will upon request, sign all papers, make all rightful oaths and do all lawful acts requisite for the filing of such divisional or continuation application, or such application for reissue and for the procuring thereof, and for the filing of such disclaimer, without further compensation but at the expense of said assignee, its successors, or other legal representatives.

We the inventors do further covenant and agree that we will, at any time upon request, communicate to Baker Hughes, Incorporated, its successors, assigns or other legal representatives, such facts relating to said invention and Letters Patent or the file history thereof as maybe known to me, and testify as to the same in any interference or other litigation when requested so to do, without further compensation but at the expense of said assignee, its successors, or other legal representatives.

EXECUTED THIS 19 day of July, 2005

Rocco DiFoggio
Rocco DiFoggio

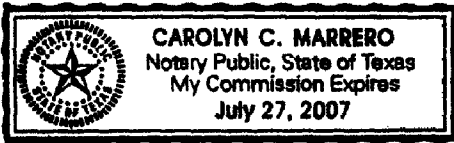
STATE OF TEXAS

COUNTY OF HARRIS

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BEFORE ME, the undersigned authority, on this day personally appeared Rocco DiFoggio known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 19th day of July, 2005.



Carolyn C. Marrero
Notary Public in and for the State of Texas

My commission expires 7/27, 2007.

EXECUTED THIS 19th day of July, 2005

Nigel Ryder
Nigel Ryder

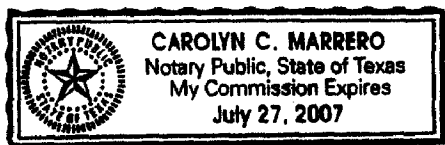
STATE OF TEXAS

COUNTY OF HARRIS

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BEFORE ME, the undersigned authority, on this day personally appeared Nigel Ryder known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 19th day of July, 2005.



Carolyn Marrero
Notary Public in and for the State of Texas

My commission expires 7/27, 2007.