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To the Honorable Commissioner of Patents and Trademarks, U.S. Patent and Trademark Office, Washington, DC 20503, to receive the attached original documents or copy thereof.

8-25-05

1. Name of conveying party(ies):  
Luc deBoer  
Additional name of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: Dual Gradient Systems, L.L.C.

Internal Address: \_\_\_\_\_  
\_\_\_\_\_

Street Address: 7516 Olympia Drive

City: Houston State: Texas Zip: 77063

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

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: July 21, 2005

4. Application number(s) or patent number(s): **U.S. Patent No. 6,536,540 - Issued: March 25, 2003; and U.S. Patent No. 6,843,331 - Issued January 18, 2005**

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: Mark A. Tidwell, Jackson Walker L.L.P.

Internal Address: \_\_\_\_\_  
\_\_\_\_\_

Street Address: 112 E. Pecan Street,

Suite 2100

City: San Antonio State: Texas Zip: 78205

6. Total number of applications and patents involved: 11

7. Total fee (37 CFR 3.41) . . . . . \$ 80.00

Enclosed

Authorization to charge the deposit account [for any additional fee(s) or underpayments of fee(s) or refund any additional overpayment of fee(s) paid herewith]

8. Deposit account number:

10-0096 - Jackson Walker L.L.P.

(Attach duplicate copy of this page if paying by deposit account)

08/26/2005 ECOOPER 00000014 6536540

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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.

Mark A. Tidwell  
Name of Person Signing

Signature

July 25, 2005  
Date

Total number of pages including cover sheet, attachments, and documents: 5

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments

## ASSIGNMENT

WHEREAS, Luc deBoer ("ASSIGNOR"), a citizen of the Netherlands, has developed and is the owner of certain inventions and their related patents and patent applications, all of which are more particularly set forth in Schedule A, Schedule B and Schedule C attached hereto and made a part of this Assignment (collectively, "Intellectual Property"); and

WHEREAS, the ASSIGNOR is desirous of assigning all of his right in the Intellectual Property to Dual Gradient Systems, L.L.C. ("ASSIGNEE"), a Texas limited liability company.

**NOW, THEREFORE, subject to the terms, conditions, covenants and provisions of this Assignment, and in consideration of Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the ASSIGNOR, the parties hereto, intending legally to be bound, agree as follows:**

ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE, its successors and assigns, said ASSIGNOR'S entire right, title and interest in the Intellectual Property, including, without limitation, (i) all United States and foreign rights therein, whether patentable or not, and in and to aforesaid patents, patent applications and any divisions or continuations thereof, and any patents or similar registrations obtained for the said Intellectual Property in the United States and foreign countries, or issuing out of said application or any such division or continuation thereof, and any reissues or extensions of any such patents and (ii) all causes of action, past, present, and future, for infringement, unfair competition or otherwise with respect to the Intellectual Property and all disclosures of ideas, whether or not patentable and all pending applications.

ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

ASSIGNOR hereby covenants that (i) he believes himself to be the original and first inventor of the subject matter of the Intellectual property; (ii) he has the full right to convey his entire right, title and interest in said Intellectual Property, and (iii) he has not executed and will not execute any agreement in conflict herewith.

ASSIGNOR further covenants that he will, at any time, upon ASSIGNEE'S request, execute and deliver any and all papers that may be necessary or desirable to perfect the title in the Intellectual Property, or any patents that may be granted therefore, in the ASSIGNEE, its successors and assigns, and if ASSIGNEE, or its assignee, desires to make a substitute, divisional or continuation application for said Intellectual Property, or to secure a reissue or extension of said Letters Patent, to file a disclaimer relating thereto, or an application for a corresponding patent in any foreign country, or undertake any other act to secure and protect the ASSIGNEE'S rights in the Intellectual Property, that he will upon request, sign all papers, make all rightful oaths, and do all lawful acts requisite for the said purposes, but at the expense of the ASSIGNEE.

ASSIGNOR hereby acknowledges that the entire beneficial interest in the Intellectual Property and to which the above application relates is irrevocably vested in the ASSIGNEE including the right to make the application for protection in all countries abroad and to claim priority under the International Convention for such applications and hereby assents to the making of any such applications, with or without priority claims, and of any divisional application resulting therefrom.

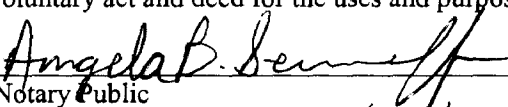
ASSIGNOR further covenants that he will at all times communicate to the ASSIGNEE, its successors, assigns or legal representatives, all facts relating to said Intellectual Property and Letters Patent, or the history thereof, known to him, and testify as the same in interferences or other litigation, when requested so to do.

Executed and delivered this 21 day of July, 2005.

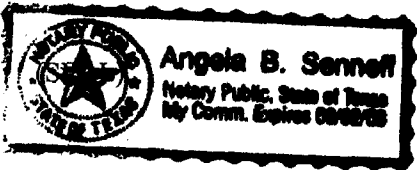
Inventor:   
Luc deBoer

State of Texas )  
County of Harris )

Personally appeared before me this 21<sup>st</sup> day of July, 2005, Luc deBoer, known to me to be the person whose name is subscribed to the foregoing instrument, and each acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

  
Notary Public

My Commission expires 08/02/08



Schedule B  
U.S. Patents

Title	Pat. App. No.	Filing Date	Patent No.	Issue Date
Method And Apparatus For Varying The Density Of Drilling Fluids In Deep Water Oil Drilling Applications	09/784,367	02/15/2001	6,536,540	03/25/2003
(CIP) Method And Apparatus For Varying The Density Of Drilling Fluids In Deep Water Oil Drilling Applications	10/289,505	11/06/2002	6,843,331	01/18/2005