

08-25-2006

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



103296964

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

E. W. Kinsey, III (8/7/2006), Michael Miller (7/25/2006), Howard L. Harry (7/26/2006), and Gordon R. Dixon (7/31/2006)

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

2. Name and address of receiving party(ies)

Name: Benchmark Research & Technology, LLC

Internal Address: _____

Street Address: _____

2801 Post Oak, Suite 400

City: Houston

State: Texas

Country: United States of America Zip: 77056

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

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

Execution Date(s): in parentheses after inventor name

☒ Assignment ☐ Merger ☐ Change of Name

☐ Security Agreement ☐ 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)

Filed concurrently herewith

Additional numbers attached? ☐ Yes ☒ No

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

Name: Daniel G. Nguyen
JENKENS & GILCHRIST, A
PROFESSIONAL CORPORATION

Internal Address: Atty. Dkt.: 42036-00019USPT

Street Address: 5 Houston Center
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City: Houston

State: TX Zip: 77010

Phone Number: (713) 951-3354

Fax Number: (713) 951-3314

Email Address: dnguyen@jenkens.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 _____
Authorized User Name _____

9. Signature:

Daniel G. Nguyen
Signature

August 17, 2006

Date

Daniel G. Nguyen - 42,933

Name of Person Signing

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

7

ASSIGNMENT

WHEREAS, E. Wayne Kinsey, III, Michael Miller, Howard Lee Harry and Gordon Randall Dixon (hereinafter referred to as Assignors) have invented certain new and useful improvements in SLURRY MONITORING SYSTEM AND METHOD, set forth in the attached application for Letters Patent of the United States, filed herewith; and

WHEREAS, Benchmark Research & Technology, LLC, a limited liability company organized under and pursuant to the laws of Delaware having its principal place of business at 2801 Post Oak Blvd., Suite 400, Houston, Texas 77056 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to the inventions and the Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is acknowledged, Assignors have sold, assigned, transferred and set over, and does sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of the application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the joint and lawful owners of the entire right, title and interest in and to the inventions and application for Letters Patent above-mentioned,

and that same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey same in the manner set forth in this Assignment.

AND for the same consideration, Assignors covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, does advise: that any proceeding in connection with the inventions, or Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for the inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

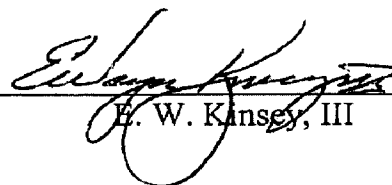
AND Assignors request the Commissioner of Patent and Trademarks to issue Letters Patent of the United States to Assignee, as Assignee of inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

JENKENS & GILCHRIST, A PROFESSIONAL CORPORATION

All attorneys associated with Customer Number 24238

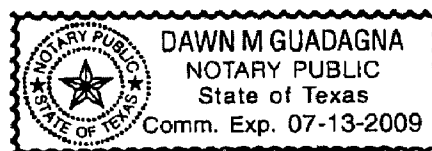
AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.



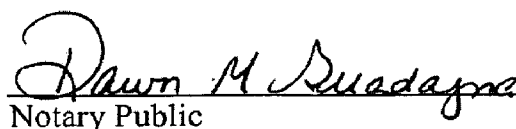
E. W. Kinsey, III

Date: August 7, 2006

United States of America)
State of Texas) ss.:
County of Harris)



On this 7th day of August, 2006, before me personally came E. Wayne Kinsey, III, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.



Notary Public

AND Assignors acknowledge an obligation of assignment of this invention to Assignee
at the time the invention was made.

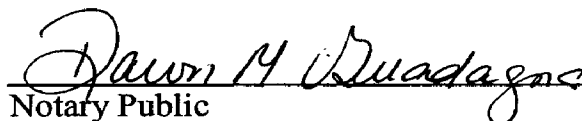


Michael Miller

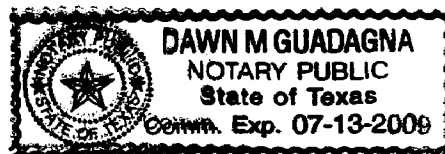
Date: 7/25/06

United States of America)
State of Texas) ss.:
County of Harris)

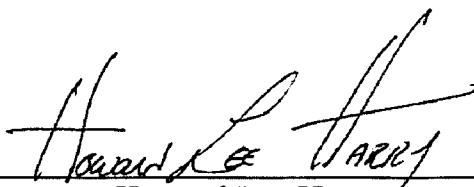
On this 25th day of July, 2006, before me
personally came Michael Miller, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.



Notary Public

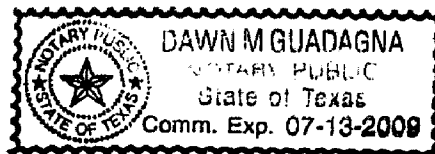


AND Assignors acknowledge an obligation of assignment of this invention to Assignee
at the time the invention was made.

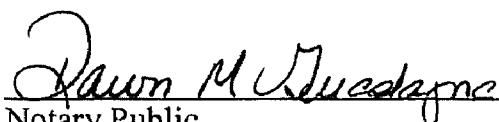

Howard Lee Harry

Date: 7-26-2006

United States of America)
State of Texas) ss.:
County of Harris)



On this 4th day of August, 2006, before me
personally came Howard Lee Harry, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.


Notary Public

AND Assignors acknowledge an obligation of assignment of this invention to Assignee
at the time the invention was made.

Gordon Randall Dixon
Gordon Randall Dixon

Date: 7/31/06

United States of America)
State of Texas) ss.:
County of Harris)

On this 31st day of July, 2006, before me
personally came Gordon Randall Dixon, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.

Dawn M. Guadagna
Notary Public

