

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Donald Mayeaux	09/15/2006
RECEIVING PARTY DATA	
Name:	Mayeaux Holding, LLC
Street Address:	41041 Black Bayou Road
City:	Gonzales
State/Country:	LOUISIANA
Postal Code:	70737
PROPERTY NUMBERS Total: 7	
Property Type	Number
Application Number:	11146882
Application Number:	11151018
Application Number:	11151186
Patent Number:	6357304
Patent Number:	6701794
Patent Number:	6904816
Patent Number:	7004041
CORRESPONDENCE DATA	
Fax Number:	(985)845-7090
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	985 845 0000
Email:	assignment@regard.net
Correspondent Name:	Joseph T. Regard
Address Line 1:	PO Box 429
Address Line 4:	Madisonville, LOUISIANA 70447-0429

OP \$280.00 11146882

NAME OF SUBMITTER:

Joseph T. Regard

Total Attachments: 4

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This **ASSIGNMENT OF INTELLECTUAL PROPERTY** ("Agreement") is made effective this 15th day of SEPTEMBER, 20006, by and between:

DONALD MAYEAUX, an individual domiciled in Ascension Parish, Louisiana ("Assignor"); and

MAYEAUX HOLDING, LLC, a limited liability company organized under the laws of the State of Louisiana ("Assignee").

WHEREAS, Assignor is the owner of certain Intellectual Property (as defined below);

WHEREAS, Assignor owns all of Assignee; and

WHEREAS, Assignor would like to transfer the Intellectual Property as a contribution to capital;

NOW THEREFORE, Assignor and Assignee agree to the following terms and conditions.

1. **Assignment.** Assignor hereby sells, assigns, and transfers to Assignee all right, title, and interest for the United States and its territorial possessions, and in all other countries, including rights to claim priority, in and to the patents, patent applications, copyrights, trademarks, unpatented technology, inventions, and know-how described in Exhibit A attached hereto, all of the foregoing properties being collectively referred to herein as the "Intellectual Property." Such assignment is a contribution to the capital of Assignee by Assignor.

2. **Warranties and Representations.** Assignor hereby warrants and represents that no assignment, sale, agreement, or other encumbrance has been or will be made or entered into which would conflict with this assignment. Assignor further covenants that Assignee shall, upon its request, be provided promptly with all pertinent facts and documents relating to the aforementioned Intellectual Property as may be known and accessible to Assignor, and will testify as to the same in any interference, litigation, or proceeding related thereto, and will promptly execute and deliver to Assignee or its legal representative any and all papers, instruments, or affidavits required to apply for, obtain, maintain, issue, and enforce any of the Intellectual Property (including, but not limited to, short-form recordable assignments for the government of any country) which may be necessary or desirable to perfect this assignment or carry out the purposes thereof.

3. **Controlling Law; Jurisdiction.** This Agreement and the performance of the parties hereunder shall be construed in accordance with and governed by the laws of the State of Louisiana, excluding its conflict of law provisions. The parties consent to the personal and exclusive jurisdiction and venue of the Louisiana state and federal courts and to accept service of process by U.S. certified mail or registered mail, return receipt requested, or by any other method authorized by applicable law.

4. **Severability.** If any provisions of this Agreement, or application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force.

5. **Entire Agreement.** This Agreement and the Exhibits hereto, all of which are incorporated by this reference, constitute the entire agreement and understanding between the parties with respect to its and their subject matter and may not be contradicted by evidence of any prior or contemporaneous oral or written agreement.

6. **Amendment.** This Agreement may be amended or supplemented only by a writing that refers specifically to this Agreement and is signed by duly authorized representatives of both parties.

7. **Waiver.** Except as otherwise provided in this Agreement, any failure of any of the parties to comply with any obligation, covenant, agreement or condition herein may be waived by the party entitled to the benefit thereof only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, representation, warranty, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

8. **Relationship.** The relationship between the parties is that of assignor and assignee, and it is not the purpose or intention of this Agreement or the parties hereto to create, nor is this Agreement to be construed as creating a partnership, joint venture, master-servant, principal-agent, or any other relationship for any purpose whatsoever. Neither party shall be held liable for the acts of omission or commission of the other party, and neither party is authorized to or has the power to obligate or bind the other party by contract, agreement, warranty, representation or otherwise in any manner whatsoever except as may be expressly provided herein.

9. **Successors and Assigns.** Subject to the re-assignment of the Intellectual Property to Assignor in the event of certain conditions, this Agreement and the rights and obligations arising hereunder shall be binding upon and inure to the benefit of the parties and to their respective successors and assigns.

10. **Headings.** The article and section headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

11. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument. This Agreement may be executed via facsimile signature.

12. **Force Majeure.** Neither party shall be responsible or liable to the other party for nonperformance or delay in performance of any terms or conditions of this Agreement due to acts or occurrences beyond the control of the nonperforming or delayed party, including, but not limited to, acts of God, acts of government, wars, riots, strikes or other labor disputes, shortages of labor or materials, fires, and floods, provided the nonperforming or delayed party provides to the other party written notice of the existence of and the reason for such nonperformance or delay.

IN WITNESS WHEREOF, we have hereunto set hand and seal this 15th day of SEPTEMBER, 20006.

DONALD MAYEAUX

MAYEAUX HOLDING, LLC

Donald P Mayeaux
Signature

Donald P Mayeaux
Signature

Donald P Mayeaux
Print Name

Donald P Mayeaux
Print Name and Title

9-15-06
Date

9-15-06
Date

STATE OF LOUISIANA
PARISH OF ASCENSION

Jan M. Yates
NOTARY PUBLIC #000841

EXHIBIT A

Intellectual Property

I. Patents

6,357,304 B1
6,701,794 B2
6,904,816 B2
7,004,041 B2

Patent Applications

11/146,882; Filed June 6, 2005; Titled: METHOD OF ANALYZING ENTRAINED LIQUID IN A VAPOR CONTAINING FLUID
11/151,018; Filed June 13, 2005; Titled: Devices for obtaining cylinder samples of natural gas or process gas, and methods therefore
11/151,186; Filed June 13, 2005; Titled: Portable insertable probe assembly

II. Copyrights

III. Trademarks

IV. Other