

# PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Pacific Shelf 892 Limited	04/12/2006
RECEIVING PARTY DATA	
Name:	Longbore TT Limited
Street Address:	20 Caputhall Road
Internal Address:	Deans Industrial Estate
City:	Livingston
State/Country:	UNITED KINGDOM
Postal Code:	EH54 8AS
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6481930
PCT Number:	US0144483
CORRESPONDENCE DATA	
Fax Number:	(850)934-4143
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	850-934-4124
Email:	nevin@bga.com
Correspondent Name:	J. Nevin Shaffer, Jr.
Address Line 1:	913 Gulf Breeze Parkway
Address Line 2:	Suite 43
Address Line 4:	Gulf Breeze, FLORIDA 32561
ATTORNEY DOCKET NUMBER:	LONGBORE 100-933
NAME OF SUBMITTER:	J. Nevin Shaffer, Jr.
Total Attachments: 7	
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**PATENT**  
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**INTELLECTUAL PROPERTY RIGHTS ASSIGNATION**

**Between**

**PACIFIC SHELF 892 LIMITED**

**and**

**Longbore TT Limited**

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***McGrigors***

Princes Exchange  
1 Earl Grey Street  
EDINBURGH  
EH3 9AQ

Telephone: 0131 777 7000  
Facsimile: 0131 777 7003  
E-Mail: [enquiries@mcgrigors.com](mailto:enquiries@mcgrigors.com)  
Web Site: <http://www.mcgrigors.com>

## INTELLECTUAL PROPERTY RIGHTS ASSIGNATION

between

**PACIFIC SHELF 892 LIMITED (formerly named Longbore Limited)**, a company registered in Scotland with company number SC199014 and having its registered office at 20 Caputhall Road, Deans Industrial Estate, Livingston, EH54 8AS (the "Seller")

and

**LONGBORE TT LIMITED**, a company registered in Scotland with company number SC291240 and having its registered office at 20 Caputhall Road, Deans Industrial Estate, Livingston, EH54 8AS (the "Buyer")

### WHEREAS:

- (A) The Seller is the proprietor of the Intellectual Property Rights, as defined below.
- (B) The Buyer is purchasing certain assets (including the Intellectual Property Rights) under the Purchase Agreement.
- (C) The Seller and the Buyer have agreed to enter into this agreement in accordance with the Purchase Agreement.

### NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:-

#### 1 DEFINITIONS

- 1.1 In this Agreement, unless the context otherwise requires, the following defined terms shall have the meanings set out opposite them below:

"Agreement" means this intellectual property rights assignation;

"Intellectual Property Rights" means any and all existing and/or future intellectual or industrial property rights, (including but without prejudice to the foregoing generality, all existing and future copyright, design rights or registered designs, database rights, patents, trade marks (whether registered or unregistered), semi-conductor topography rights, plant varieties rights, internet rights/domain names, know how, confidential information and any and all applications for any of the foregoing) existing anywhere in the world which (a) exist or may in the future exist in the materials listed in the Schedule; or (b) are owned by the Seller; and

"Purchase Agreement" means the agreement for the purchase of certain assets between the Buyer and Seller dated on or around the date hereof.

#### 1.2 Interpretation and Construction

Save to the extent that the context or the express provisions of this Agreement require otherwise, in this Agreement:

- (a) words importing the singular shall include the plural and vice versa;
- (b) words importing any gender shall include all other genders;
- (c) any reference to a Recital or Clause is a reference to the relevant recital or clause of this Agreement; and
- (d) any reference to this Agreement or to any other document includes reference to this Agreement or to that other document as amended, supplemented, assigned, or novated from time to time.

### 1.3 Headings

The table of contents and the headings and sub-headings in this Agreement are included for convenience only and shall be ignored in construing this Agreement.

## 2 TRANSFER OF OWNERSHIP

- 2.1 In consideration of the sums payable by the Buyer to the Seller under the Purchase Agreement, the Seller hereby assigns to Buyer absolutely and as beneficial owner and free from all charges, encumbrances and liens:
  - 2.1.1 all right, title and interest, past, present and future in and to the Intellectual Property Rights;
  - 2.1.2 all rights of action (whether actual or contingent) in respect of any past, present or future infringement of the Intellectual Property Rights;
  - 2.1.3 the right to apply and claim priority for, prosecute and obtain protection anywhere in the world in respect of the Intellectual Property Rights; and
  - 2.1.4 any common law rights and any of the goodwill attaching to the Intellectual Property Rights.

## 3 FURTHER ASSURANCE AND WARRANTY

- 3.1 The Seller hereby covenants with the Buyer that the Seller will at the expense of the Buyer execute sign and do all such instruments, applications, documents, acts and things as may reasonably be required by the Buyer to enable the Buyer or its nominee to enjoy the full benefit of the rights hereby assigned. This shall include but not be limited to:-
  - 3.1.1 the execution of such further document(s) as the Buyer may require to enable the Buyer to become registered as legal proprietor of the Intellectual Property Rights; and
  - 3.1.2 the provision to the Buyer (at the Buyer's request) of all such assistance that the Buyer may require in relation to any proceedings which may be brought by or against the Buyer or by any third party in relation to the Intellectual Property Rights.
- 3.2 The Seller hereby irrevocably appoints the Buyer as its attorney to sign, execute and deliver on its behalf all deeds and documents and to do all acts and things necessary to give effect to the terms of this Agreement and for vesting in the Buyer the full benefit of the assets, rights and benefits to be transferred to the Buyer under this Agreement.
- 3.3 The Seller hereby ratifies and confirms and undertakes to ratify and confirm everything the Buyer shall lawfully do or cause to be done in pursuance of the power of attorney granted under Clause 3.2.

## 4 WHOLE AGREEMENT

This Agreement and the documents referred to herein constitutes the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersedes all previous agreements and arrangements between the parties with respect to its subject matter. Nothing in this Clause 4 will exclude any liability for fraud.

5 **MORAL RIGHTS**

The Seller hereby waives its moral rights, if any, in the Intellectual Property Rights arising anywhere in the world, including rights arising pursuant to Sections 77 to 83 of the Copyright, Designs and Patents Act 1988.

6 GOVERNING LAW

- 6.1 This Agreement shall be governed by and construed in accordance with the law of Scotland.
- 6.2 Each party hereby irrevocably submits to the exclusive jurisdiction of the Scottish Courts as regards any claim, dispute or matter arising out of or in connection with this Agreement and its implementation and effect.

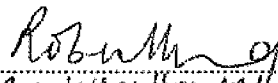
IN WITNESS WHEREOF these presents consisting of this and the preceding three pages and the Schedule attached hereto are executed as follows:

SUBSCRIBED for and on behalf of  
**PACIFIC SHELF 892 LIMITED**

at 25 MOORGATE, LONDON, EC2R 6AM

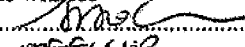
on the 12 day  
of APRIL 2006

by

  
ROBIN IVAN HOWARD

Director  
Full Name

before this witness

  
S. D. OFFICER  
25 MOORGATE LONDON E  
EC2R 6AM

Witness  
Full Name  
Address

SUBSCRIBED for and on behalf of  
**Longbore TT Limited**

at EDINBURGH

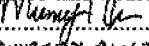
on the 30<sup>th</sup> day  
of May 2006

by

  
JOHN SCOTT RITCHIE

Director  
Full Name

before this witness

  
MURRAY ALISTAIR JALK  
PRINCES EXCHANGE, 16 MEL GREGY  
STREET, EDINBURGH EH3 9AQ

Witness  
Full Name  
Address

## SCHEDULE

This is the Schedule referred to in the foregoing Intellectual Property Rights Assignment between Pacific Shelf 892 Limited and Longhore TT Limited

### Materials

#### 1. Software Programmes

- (a) Drilling Trips Ltd
- (b) HASW Analysis Ltd
- (c) Hazen Williams HP Reda Ltd
- (d) HDPE Pipe Inst Analysis Ltd
- (e) HSVE Well Evaluation Ref Ltd
- (f) LB Blind Well Ltd
- (g) LB Contin Bore Ltd
- (h) LB Contin Well Ltd
- (i) LB Flex Bore Ltd
- (j) LB Free Plan Feet Ltd
- (k) LB Free Plan Metres Ltd
- (l) LB Outfall Ltd
- (m) Pipe Slot Geometry Ltd
- (n) Rad Geometry Ltd
- (o) Radius Geometry Double Ltd
- (p) Screen Liquid Ext Ltd
- (q) Steel Pipe Inst Analysis Ltd

#### 2. All Marketing information

Inclusive of all Newsletters on Pagemaker Files, Powerpoint Presentations and all information relating to Representative Projects

#### 3. Trademarks and Patents

##### CTM Trademark Registration

Reg No: 1292614  
Filing Date: 27<sup>th</sup> August 1999  
Reg Date: 9<sup>th</sup> March 2001  
Renewal Date: 27<sup>th</sup> August 2009

##### US Trademark Registration

Reg No: 2329105  
Filing Date: 5 March 1999  
Reg Date: 14 March 2000

##### European Patent Application

Title:

No: 01 995 252.2  
Publication No: EP1343994  
Filing Date: 28 November 2001  
Apparatus and Method for Inserting and Removing a Flexible First Material Into a Second Material

##### US Patent

App No: 09/727,428  
Patent No: 6481930  
Filing Date: 30 November, 2000  
Date of Grant: 19 November 2000



Title:

Apparatus and Method for Inserting and Removing a  
Flexible First Material Into a Second Material

**International (PCT) Patent**

**App No:** PCT/US01/44483

**Patent No:**

**Filing Date:** 28 November 2001

Title:

Apparatus and Method for Inserting and Removing a  
Flexible First Material Into a Second Material

**Domain Names:**

longbore.co.uk

longbore.com