PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Drilltec Patents & Technologies Company, Inc., a Delaware corporation	05/01/2007
Drilltec Technologies, L.P., a Delaware limited partnership	05/01/2007

RECEIVING PARTY DATA

Name:	DT-HP Patents and Technologies Corporation, a Delaware corporation			
Street Address:	0875 Kempwood Drive, Suite 2			
City:	Houston			
State/Country:	TEXAS			
Postal Code:	77043			

PROPERTY NUMBERS Total: 16

Property Type	Number
Patent Number:	6261037
Patent Number:	5556320
Patent Number:	5123547
Patent Number:	4957141
Patent Number:	5244015
Patent Number:	5460566
Patent Number:	5743790
Patent Number:	6585577
Patent Number:	4809752
Patent Number:	6196270
Patent Number:	6367508
Application Number:	10133008
Patent Number:	7080864
Patent Number:	6848584

PATENT

500293325 **REEL: 019407 FRAME: 0123**

Patent Number:	6676422
Patent Number:	5195562

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER: 59177.00010

NAME OF SUBMITTER: Claudia R Immerzeel

Total Attachments: 8

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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment") is made this 1st day of May, 2007 by and between Drilltec Patents & Technologies Company, Inc., a Delaware corporation, and Drilltec Technologies, L.P., a Delaware limited partnership (collectively, the "Assignors"), and DT-HP Patents and Technologies Corporation, a Delaware corporation ("Assignee").

WHEREAS, the Assignors own the entire right, title and interest in and to certain patents and patent applications more particularly identified on <u>Schedule A</u> attached hereto and incorporated by reference herein, and the inventions covered thereby (collectively, the "*Patents*");

WHEREAS, the Assignors are assigning to Assignee all of Assignors' entire right, title and interest in and to the Patents pursuant to that certain Asset Purchase Agreement entered into by and among the Assignors, Assignee, DT-HP Acquisition Holding Corporation, a Delaware corporation, and DT-HP Texas Operating Corporation, a Delaware corporation, dated as of May 1, 2007 (the "Purchase Agreement");

WHEREAS, the Assignors and Assignee are executing and delivering this Assignment in connection with and as a condition to the consummation of the transactions contemplated by the Purchase Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, and intending to be legally bound, Assignors and Assignee hereby agree as follows:

- 1. <u>Certain Defined Terms</u>. Unless otherwise defined in this Assignment, capitalized terms used in this Assignment shall have the respective meanings ascribed to such terms in the Purchase Agreement.
- 2. Assignment. Assignors do hereby assign, transfer and deliver to Assignee, and Assignee hereby receives and accepts from Assignors all of the entire right, title and interest of Assignors in and to the Patents and all rights associated therewith including, without limitation (i) any and all applications, improvements, continuations, continuations in part, reissues or reexaminations thereof, foreign counterparts, and the inventions covered thereby, (ii) all files and records relating to the prosecution, exploitation, and defense of any of the foregoing, and (iii) all rights of action pertaining to the Patents, including without limitation the right to sue and recover for past infringement thereof, the right to secure registration of the Patents and of this Assignment, the right to initiate other proceedings before all government and administrative bodies with respect to the Patents, and the right to claim priority, file foreign counterparts and make applications for reissue and reexamination with respect to any of the Patents.
- 3. <u>Nonimpairment of Purchase Agreement</u>. Neither the making nor the acceptance of this Assignment shall restrict, impair, reduce, expand or otherwise modify the terms of the Purchase Agreement or constitute a waiver or release by Assignors or Assignee of any liabilities, duties or obligations imposed upon any of them by the terms of the Purchase

Agreement including, without limitation, the representations and warranties and other provisions thereof. The covenants, representations and warranties of Assignors and Assignee set forth in the Purchase Agreement will survive the execution and delivery of this Assignment and are subject to the limitations and restrictions set forth in the Purchase Agreement.

- 4. <u>Registration</u>. Assignors hereby authorize and request, at the sole cost and expense of Assignee, the Commissioner of the United States Patent and Trademark Office and the empowered officials of all other governments, and the diverse registrars, commissioners and other official authorities charged with the registration and issuance of patents in the various affected jurisdictions to record Assignee as the owner of the Patents and to issue to Assignee, in lieu of Assignors, in accordance with this instrument, all future certificates, notices and any other communications and documents bearing on the Patents.
- 5. <u>Binding Effect and Governing Law.</u> This Assignment is binding on Assignors, and their successors and assigns, and will inure to the benefit of Assignee, its successors and assigns, and shall be construed and enforced in accordance with the laws of the State of Texas without regard to the conflict or choice of law rules of Texas or any other jurisdiction.
- 6. <u>Counterparts</u>; <u>Amendment</u>. This Assignment may be executed in two or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. This Assignment cannot be amended without a writing signed by each of Assignors and Assignee.
- 7. Severability. If any term or other provision of this Assignment is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in a manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.
- 8. Further Assurance. Assignors and Assignee agree to cooperate with each other and to perform such further acts, to execute and deliver any and all further documents that may be reasonably be necessary or desirable to effectuate the purposes of this Agreement and refrain or forbear from any act that would be inconsistent with the purposes of this Agreement. If further assignment or transfer is deemed necessary by Assignee to establish, perfect or defend its rights acquired hereunder, any such cooperation by Assignors to be at the sole cost and expense of Assignee, Assignors hereby appoint Assignee as their attorney in fact, with full power of substitution, on behalf of Assignors and for the benefit of Assignee, to execute all documents, to demand and receive any and all of the Patents, to give receipts and releases for and in respect of the Patents, to institute and prosecute in the name of Assignors any proceedings at law, in equity, or otherwise, and to take any other action Assignee deems necessary or desirable to establish, perfect or defend its rights acquired hereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignors and Assignee have caused their respective duly authorized representative to execute this Assignment as of the / day of May, 2007. "ASSIGNEE" DT-HP PATENTS AND TECHNOLOGIES Name: Michael Title: CFO COUNTY OF La Angelos SS: On this / day of May, 2007, before me personally appeared Michael Frances Cooch. known to me (satisfactorily proven) to be the person whose name is subscribed to the attached Patent Assignment, and acknowledged that he, as the duly authorized Assignee, executed the same for the uses and purposes therein set forth. Notary Public: SEAL My commission expires: MARCH 19 2004 F.D. HEMPHILL COMM. #1561205 Notary Public - California

Los Angeles County Comm. Expires Mar. 19, 2009

STATE OF TEXAS SS: COUNTY OF HARRIS) On this day of 2007, before me personally appeared Bryan C. Baker, known to me (satisfactorily proven) to be the person whose name is subscribed to the attached Patent Assignment, and acknowledged that he, as the duly authorized President of Drilltec Patents & Technologies Company, Inc., executed the same for the uses and purposes therein set forth. Notary Public: DRILLTEC TECHNOLOGIES, L.P. Drilltec GP, L.L.C., its sole general partner By: By: Bryan C. Baker, President STATE OF TEXAS SS:

"ASSIGNORS"

COMPANY, INC.

DRILLTEC PATENTS & TECHNOLOGIES

[Signature Page to Patent Assignment]

On this day of the day, 2007, before me personally appeared Bryan C. Baker, known to me (satisfactorily proven) to be the person whose name is subscribed to the attached Patent

Assignment, and acknowledged that he, as the duly authorized President of the sole general partner of Drilltec Technologies, L.P., executed the same for the uses and purposes therein set

forth.

COUNTY OF HARRIS

SCHEDULE A

Title/Product	Country	Status	Appln. No.	Filing Date	Patent No.
Connector Assembly PRODUCT: RAP WITH NUT HOLDER	USA	Granted	09/120,574	22-Jul-1998	6,261,037
Connector Assembly PRODUCT: RAP WITH NUT HOLDER	Malaysia	Granted	PI98003388	24-Jul-1998	MY115593A
Rack Assembly For Transportation Of Tubular Elements PRODUCT: RAP WITH NUT HOLDER PCT	European Patent	Granted	98937979.7	25-Jan-2000	998417
Rack Assembly For Transportation Of Tubular Elements PRODUCT: RAP WITH NUT HOLDER PCT	Indonesia	Granted	W20000130	23-Jul-1998	ID0009227
Rack Assembly For Transportation Of Tubular Elements PRODUCT: RAP WITH NUT HOLDER PCT	Japan	Published	2000504060	23-Jul-1998	
Rack Assembly For Transportation Of Tubular Elements PRODUCT: RAP WITH NUT HOLDER PCT	Mexico	Granted	000794	23-Jul-1998	222407
Rack Assembly For Transportation Of Tubular Elements PRODUCT: RAP WITH NUT HOLDER PCT	Singapore	Granted	200000267-5	23-Jul-1998	70466
Rack Assembly For Transportation Of Tubular Elements PRODUCT: RAP WITH NUT HOLDER PCT	Italy	Allowed	98937979.7	25-Jan-2000	998417
Mobile Vibrating Abrasive Cleaning Apparatus PRODUCT: MOBILE TRAHAN CLEANING DEVICE	USA	Granted	08/178,737	07-Jan-1994	5,556,320
Equipment For Storing And Shipping Pipes	USA	Granted	07/654,586	13-Feb-1991	5,123,547

PRODUCT: RAP					
Equipment For Storing And Shipping Pipes PRODUCT: RAP	France	Granted	90116151.3	23-Aug-1990	0415265
Equipment For Storing And Shipping Pipes PRODUCT: RAP	Japan	Granted	Hei-2-511742	23-Aug-1990	2118546
Equipment For Storing And Shipping Pipes PRODUCT: RAP	Indonesia	Granted	P-002053	31-Jan-1992	ID0000906
Pipe-End Protector PRODUCT: ESP-S	USA	Granted	07/212,795	29-Jun-1988	4,957,141
Pipe-End Protector PRODUCT:ESP-S	USA	Granted	07/531,107	31-May-1990	5,195,562
Pipe-End Protector PRODUCT: ESP-S	USA	Granted	07/865,712	08-Apr-1992	5,244,015
Pipe-End Protector PRODUCT: ESP-S	France	Registered	88110251.1	28-Jun-1988	0297493
Pipe-End Protector PRODUCT: ESP-S	Italy	Registered	88110251.1	28-Jun-1988	0297493
Pipe-End Protector PRODUCT: ESP-S	Canada	Granted	570,882	30-Jun-1988	1,291,954
Pipe-End Protector PRODUCT: ESP-S	Japan	Granted	Sho-63-159585	29-Jun-1988	2610652
Pipe-End Protector PRODUCT: ESP-S	Mexico	Granted	12114	30-Jun-1988	180673
Screw Protector And Blank For The Protector PRODUCT:ESP	Japan	Granted	Hei-1-167660	28-Jun-1989	2759343
Vibrating Abrasive Cleaning Apparatus And Method PRODUCT: CLEANING MACHINE	USA	Granted	08/016,724	11-Feb-1993	5,460,566
Vibrating Abrasive Cleaning Apparatus And Method CONTINUATION 5460566 PRODUCT: CLEANING MACHINE	USA	Granted	08/507,635	25-Jul-1995	5,743,790
Vibrating Abrasive Cleaning Apparatus And Method CONTINUATION 2 PRODUCT:CLEANING MACHINE	USA	Granted	08/953,695	17-Oct-1997	6,585,577

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Thread Protection Consisting of A	USA	Granted	07/044,838	30-Apr-1987	4,809,752
Plastic material With A Complimentary Thread POLYURETHANE ESP					
Thread Protector PRODUCT: ACT	USA	Granted	09/315,865	20-May-1999	6,196,270
Thread Protector PRODUCT: ACT	UAE, Bahrain, Saudi Arabia, Oman, Qatar, Kuwait	Granted	GCC/P/99/160	22-May-1999	GC0000017
Thread Protector PRODUCT: ACT	Argentina	PENDING	P990102420	21-May-1999	
Thread Protector PRODUCT: ACT	European Patent	Granted	199924414.8	20-May-1999	1078197
Thread Protector PRODUCT: ACT	Indonesia	Granted	W20002382	22-May-1999	ID0009093
Thread Protector PRODUCT: ACT	Mexico	Pending	011432	20-May-1999	
Thread Protector PRODUCT: ACT Continuation of 6,196,270	USA	Granted	09/799,163	05-Mar-2001	6,367,508
Thread Protector PRODUCT: ACT	Italy	Pending	99924414.8	20-May-1999	
Elongated Member Lifting System PRODUCT:LIFTING CUPS	USA	Published	10/133,008	26-Apr-2002	
An Apparatus For Shipping And Storing Elongated Members PRODUCT: RAP LPS	USA	Granted	10/355,499	31-Jan-2003	7,080,864
An Apparatus For Shipping And Storing Elongated Members PRODUCT:RAP LPS	Japan	Pending	2004-501303	04-Mar-2003	
Strainer Basket And Method Of Making And Using The Same	USA	Granted	10/255,504	26-Sep-2002	6,848,584
Power Cord Composite Threaded Sealing Cap	USA	Granted	10/262,244	01-Oct-2002	6,676,422
Methods For Protecting A Threaded Portion Of A Tubular Member PRODUCT:SEAL RING PROTECTOR	European Patent	Published	2004780711	11-Aug-2004	1658459

Methods For Protecting A Threaded Portion Of A Tubular Member PRODUCT:SEAL RING PROTECTOR	Indonesia	Pending	W00200600455	11-Aug-2004	
Methods For Protecting A Threaded Portion Of A Tubular Member PRODUCT:SEAL RING PROTECTOR	Japan	Pending	2006-524690	11-Aug-2004	·

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RECORDED: 06/11/2007