

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

| SUBMISSION TYPE: | NEW ASSIGNMENT | | | | | | | | | | |
|--|--------------------------------|---------------------------|---------------------|--------------------------------|-----------------|------------|----------------|-------|--------------|-------|--|
| NATURE OF CONVEYANCE: | ASSIGNMENT | | | | | | | | | | |
| CONVEYING PARTY DATA | | | | | | | | | | | |
| <table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>JOHN L. BEARDEN</td><td>08/22/2007</td></tr><tr><td>JERALD R. RIDER</td><td>08/27/2007</td></tr></tbody></table> | Name | Execution Date | JOHN L. BEARDEN | 08/22/2007 | JERALD R. RIDER | 08/27/2007 | | | | | |
| Name | Execution Date | | | | | | | | | | |
| JOHN L. BEARDEN | 08/22/2007 | | | | | | | | | | |
| JERALD R. RIDER | 08/27/2007 | | | | | | | | | | |
| RECEIVING PARTY DATA | | | | | | | | | | | |
| <table border="1"><tr><td>Name:</td><td>BAKER HUGHES INCORPORATED</td></tr><tr><td>Street Address:</td><td>2929 Allen Parkway, Suite 2100</td></tr><tr><td>City:</td><td>Houston</td></tr><tr><td>State/Country:</td><td>TEXAS</td></tr><tr><td>Postal Code:</td><td>77019</td></tr></table> | Name: | BAKER HUGHES INCORPORATED | Street Address: | 2929 Allen Parkway, Suite 2100 | City: | Houston | State/Country: | TEXAS | Postal Code: | 77019 | |
| Name: | BAKER HUGHES INCORPORATED | | | | | | | | | | |
| Street Address: | 2929 Allen Parkway, Suite 2100 | | | | | | | | | | |
| City: | Houston | | | | | | | | | | |
| State/Country: | TEXAS | | | | | | | | | | |
| Postal Code: | 77019 | | | | | | | | | | |
| PROPERTY NUMBERS Total: 1 | | | | | | | | | | | |
| <table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Application Number:</td><td>11439409</td></tr></tbody></table> | Property Type | Number | Application Number: | 11439409 | | | | | | | |
| Property Type | Number | | | | | | | | | | |
| Application Number: | 11439409 | | | | | | | | | | |
| CORRESPONDENCE DATA | | | | | | | | | | | |
| Fax Number: (918)583-9659 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | | | | | | | | | | |
| Phone: 918-599-0621 | | | | | | | | | | | |
| Email: patents@fellerssnider.com | | | | | | | | | | | |
| Correspondent Name: Fellers Snider Blankenship Bailey Tippen | | | | | | | | | | | |
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| ATTORNEY DOCKET NUMBER: | B0145-66315 (06-426) | | | | | | | | | | |
| NAME OF SUBMITTER: | James F. Lea, III | | | | | | | | | | |
| Total Attachments: 4 source=ASSIGNMENT#page1.tif source=ASSIGNMENT#page2.tif source=ASSIGNMENT#page3.tif | | | | | | | | | | | |

OP \$40.00 11439409

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PATENT
REEL: 019757 FRAME: 0647

ASSIGNMENT

WHEREAS, we, JOHN L. BEARDEN, a citizen of the United States of America, residing at 22465 S. Dogwood Court, Claremore, Oklahoma 74017; and JERALD R. RIDER, a citizen of the United States of America, residing at 7 South 276 East Avenue, Catoosa, Oklahoma 74015, (hereinafter referred to as "ASSIGNORS") have invented a certain new and useful invention as described and claimed herein.

WHEREAS, ASSIGNORS, the said inventors, are now the exclusive owners of said application, the invention described and claimed therein, and all rights in, to and under the same; and

WHEREAS, Baker Hughes Incorporated, a corporation created and existing under the laws of the State of Delaware, having its principal place of business at 2929 Allen Parkway, Suite 2100, Houston, Texas 77019, (hereinafter referred to as "ASSIGNEE") and the successors, assigns and legal representatives of the ASSIGNEE desire the entire right, title and interest of ASSIGNORS in and to the aforementioned invention and application, and in, to and under any and all Letters Patent of the United States and its territorial possessions and in any and all foreign countries including all rights to claim priority, in and to any and all improvements which are disclosed in the invention entitled:

**PROTECTION SCHEME AND METHOD FOR DEPLOYMENT OF
ARTIFICIAL LIFT DEVICES IN A WELLBORE**

and which is found in U.S. Application Serial No. 11/439,409 filed on May 23, 2006, for which a utility application for Letters Patent of the United States; and any legal equivalent thereof in a foreign country, including the right to claim priority and, in and to, all Letters Patent to be obtained for said invention by the above application or any continuations, divisions, renewals, or substitutes thereof, and as to letters patent any reissues or re-examinations thereof.

NOW, THEREFORE, this indenture witnesseth that for and in consideration of the sum of One Dollar (\$1.00USD) and/or other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNORS, the inventors, have sold, assigned, transferred and set over and do hereby sell, assign, transfer and set over to ASSIGNEE, all of ASSIGNORS' right, title and interest in and to the above-referenced invention and application and any and all applications subsequently filed claiming the benefit of said application, divisions, continuations and continuations-in-part thereof, and any and all Letters Patent of the United States, its territorial possessions, and any and all foreign countries which may be granted therefor, and any and all extensions, reissues or certificates of reexamination of such Letters Patent, including all rights of priority and the subject matter of any and all claims which may be obtained in every such patent, the same to be held and enjoyed by ASSIGNEE for its own use and benefit, and for the use and benefit

of its successors, assigns or other legal representatives, to the end of the term or terms for which such Letters Patent are or may be granted, extended, reissued or reexamined as fully and entirely as the same would have been held and enjoyed by ASSIGNORS if this Assignment had not been made.

AND, ASSIGNORS hereby authorize and request the Commissioner of Patents to issue any and all Letters Patent of the United States on the invention, or resulting from an application which claims the benefit of the present application, and from any and all divisions and continuations, extensions, reissues or reexaminations of any such application to ASSIGNEE, of the entire interest, and hereby covenants that he/she has full right to convey the entire interest herein assigned, and ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

ASSIGNORS further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNORS 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 representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

ASSIGNORS further hereby assign and transfer to ASSIGNEE whatever cause of action he/she may have for past or present infringement of said invention, together with the right to bring suit for any such infringement and to seek and receive damages and other relief arising from any such infringement.

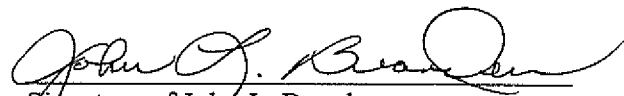
AND, ASSIGNORS further hereby covenant and agree that he/she will, at any time, upon request and at the expense of ASSIGNEE, execute and deliver any and all papers that may be necessary or desirable to perfect the title to the invention and application and any Letters Patent as may be granted therefor in ASSIGNEE, its successors, assigns, or other legal representatives, and that if ASSIGNEE, its successors, assigns, or other legal representatives shall desire to file any division or continuation application, or to secure an extension, reissue or reexamination of such Letters Patent, or to file a disclaimer relating thereto, will, upon request, sign all papers, make all rightful oaths, and do all requisite acts for the filing of such division, continuing, or reissue or re-examination and procuring thereof, and for the filing of such disclaimers, without further compensation, but at the expense of said ASSIGNEE, its successors or other legal representatives.

AND, ASSIGNORS do further covenant and agree, that he/she will, at any time, upon request, communicate to said ASSIGNEE, its successors, assigns, or other legal representatives, at its expense, such facts relating to said invention disclosed in the present application and any Letters

Patent issuing therefrom or the history thereof, as may be known to him/her, and testify as to the same such facts in any interference or other litigation, when requested to do so.

Executed by the undersigned on the date indicated.

Date: 22 Aug '07

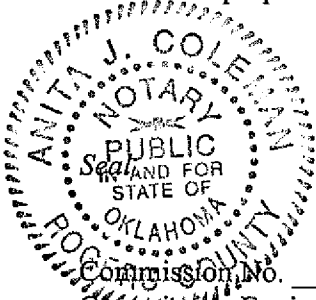

Signature of John L. Bearden

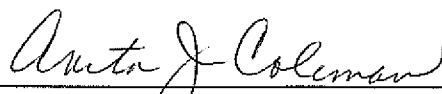
NOTARIZATION ACCOMPANYING ASSIGNMENT

STATE OF OKLAHOMA)

COUNTY OF Rogers)

On this 22nd day of August, 2007, personally appeared the above-named individual, to me known to be the person who is described in, and who executed the foregoing assignment instrument and acknowledged to me that he/she executed the same or his/her own free will for the purposes therein expressed.




Signature of Notary Public

Commission No. 02014621

Commission Expires Oct 1, 2010

No. and Expiration are Required for the State of Oklahoma

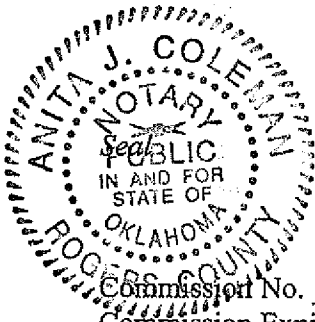
Date: 8/27/07

Jerald R. Rider
Signature of Jerald R. Rider

NOTARIZATION ACCOMPANYING ASSIGNMENT

STATE OF OKLAHOMA)
)
COUNTY OF Rogers)

On this 27th day of August, 2007, personally appeared the above-named individual, to me known to be the person who is described in, and who executed the foregoing assignment instrument and acknowledged to me that he/she executed the same or his/her own free will for the purposes therein expressed.



Anita J. Coleman
Signature of Notary Public

Commission No. 02014621
Commission Expires Oct 1, 2010
No. and Expiration are Required for the State of Oklahoma

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