

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Cole Hickman	09/01/1998
RECEIVING PARTY DATA	
Name:	Cannon Services, Inc.
Street Address:	P.O. Box 1306
City:	Stafford
State/Country:	TEXAS
Postal Code:	77497-1306
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11395870
CORRESPONDENCE DATA	
Fax Number:	(713)977-7011
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	7139777000
Email:	rwstroz@flash.net
Correspondent Name:	Robert W. Strozier
Address Line 1:	P.O. Box 429
Address Line 4:	Bellaire, TEXAS 77402-0429
ATTORNEY DOCKET NUMBER:	99014/03DIV
NAME OF SUBMITTER:	Robert W. Strozier

CH \$40.00 11395870

Total Attachments: 7
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EMPLOYMENT AGREEMENT

THIS AGREEMENT made effective as of the 1ST day of SEPT.,
1998, by and between CANNON SERVICES, INC., ("Cannon"), a Texas corporation
with its principal place of business in Missouri City, Texas, and COLE HICKMAN
_____, hereinafter referred to as "Employee":

WHEREAS, Cannon has been incorporated to engage in the design, manufacture,
sales and distribution of components utilized in continuous downhole injection systems,
electric submersible pumps, subsurface safety valves and permanently installed gauges
and will maintain accounting, research, development, sales and other records, lists of
customers, and follow various procedures and practices in connection therewith (any one
or more or combination of the foregoing activities hereinafter referred to as "Business
of Cannon"); and

WHEREAS, the success of Cannon depends to a substantial extent upon
maintaining strict secrecy with respect to the trade secrets and other confidential
information relating to the Business of Cannon (hereinafter individually and collectively
referred to as "Confidential Information") and Employee has acquired or had access to
or may acquire or have access to Confidential Information of Cannon during his
employment:

NOW, THEREFORE, in consideration of the employment of Employee by
Cannon, the salary to be received by Employee and the covenants and agreements
hereinafter contained, it is agreed by and between Cannon and Employee as follows:

I.

MARKETING BUSINESS

Cannon does hereby employ Employee in the position of MANAGER and Employee accepts such employment subject to each of the terms and conditions hereinafter set forth in this Agreement. Without impairment of any other right of either party hereto, employment shall be for an initial period of one month and shall continue from month to month thereafter subject to the right of either party to terminate this Agreement upon the giving of not less than two weeks prior written notice to the other. Employee shall devote his entire working time of not less than forty hours per week during normal working hours for or at the direction of Cannon during the period of his employment and will devote his best efforts to such duties as may be reasonably assigned to him. Employee shall faithfully and diligently serve and endeavor to further the interests of Cannon during the period of his employment.

II.

Employee shall receive a gross monthly salary of not less than [REDACTED], payable no less often than twice monthly, subject to normal payroll deductions. In addition, Employee shall be provided Cannon's standard employee benefits, including vacation, holidays, sick leave, medical coverage and expense reimbursement. Employee's compensation will be reviewed no less often than annually by the President of Cannon.

III.

Employee recognizes that his position with Cannon is one of the highest trust and confidence by reason of his access to and contact with Confidential Information of Cannon. Except as required by Employee's work for Cannon or otherwise permitted by Cannon in writing, Employee will not disclose to anyone not in the employ of Cannon, at any time, either during or subsequent to Employee's working for Cannon, and Employee will use his best efforts to protect any information, knowledge, or data which may have been received, learned, obtained, or developed by Employee, either alone or in connection with others, during the course of Employee's work for Cannon which relate either directly or indirectly to the Business of Cannon including, but not limited to, procedures, programs, flow charts, diagrams, formula, methods, machines, manufacturers, compositions, inventions, discoveries, improvements, names and addresses of customers, customers' requirements, sales or service data, or other matters which are of a confidential nature (such information, knowledge, or data being included in the definition of "Confidential Information".) The term "confidential" is used in its ordinary sense and does not refer to any governmental security classifications.

IV.

Employee shall promptly disclose to Cannon all ideas, inventions, or discoveries, whether or not patentable, which Employee has conceived or made or may conceive or make, alone or with others, while in the employ of Cannon, whether or not during working hours, and related to the Business of Cannon. All such ideas, inventions, or

discoveries that relate, either directly or indirectly, to the Business of Cannon, as such term has been previously defined herein, are hereinafter referred to as the "Cannon Inventions."

V.

Employee hereby assigns to Cannon, without further compensation, all of Employee's right, title and interest in all the Cannon Inventions.

VI.

Without further compensation but at Cannon's expense, Employee shall give all testimony and execute all patent applications, rights of priority, assignments and other documents and, in general, do all lawful things requested of Employee by Cannon to enable Cannon to obtain, maintain, and enforce protection of the Cannon Inventions in the name of Cannon or its nominee in all countries of the world.

VII.

Employee hereby assigns to Cannon without further compensation one hundred percent of all the worldwide rights to and interests in the copyrights, including the right to renew same, to all writings, computer programs (including source code), and all other original works of authorship prepared by Employee alone or with others while working for Cannon, whether or not during working hours, and which directly or indirectly relate to the Business of Cannon, such copyrights being hereinafter referred to as the "Cannon

Copyrights." Employee specifically agrees that all such works of authorship are works for hire.

VIII.

Employee shall give all testimony and execute all copyright applications, assignments and other documents and in general do all lawful things requested of Employee by Cannon to enable Cannon to obtain, maintain, enforce and protect the Cannon Copyrights formed in the name of Cannon or its nominee in all countries of the world; however, should Employee render any of these services following termination hereof, Employee shall be compensated for his reasonable costs and expenses.

IX.

All data, drawings and other records and written material prepared or compiled by Employee, furnished to Employee by Cannon, or to which Employee may have access while in the employ of Cannon shall be the sole and exclusive property of Cannon and none of such data, drawings, or other records, or copies thereof, shall be retained by Employee upon termination of Employee's working for Cannon. Employee will return to Cannon upon request or, if not previously returned, then at the end of Employee's employment by Cannon all property, equipment, materials, records, documents, and works of authorship fixed in any tangible medium or expression which Employee has prepared or which have come into Employee's possession while Employee is working for Cannon.

X.

Employee's obligations under this Agreement shall survive any termination hereof.

XI.

Without prior written consent of Cannon, Employee shall not, while working for Cannon, directly or indirectly, invest or engage in any business that is competitive with that of Cannon or accept any employment with or render services to a competitor as a director, officer, agent, employee, or consultant, or take any action inconsistent with the fiduciary relationship of Employee to his employer.

XII.

Employee acknowledges and agrees that any violation or violations of any of the provisions of this Agreement will cause irreparable damage to Cannon and such damages are incapable of ascertainment. An injunction to prohibit any such violation or threatened violation may be brought against Employee as a matter of course in any action instituted for that purpose in addition to all other remedies which Cannon may be entitled by law.

XIII.

This agreement may not be changed orally. Employee agrees that if any of the restrictions in this agreement is held invalid by a Court of competent jurisdiction, such holding will not invalidate any of the other agreements and/or restrictions herein as it is intended that the agreements and/or restrictions herein shall be severable and the invalidity of one shall not invalidate any other.

XIV.

This agreement shall be interpreted according to the laws of the State of Texas and the parties stipulate that the courts of Ft. Bend County, Texas, have jurisdiction over all disputes arising hereunder.

XV.

All notices to be given hereunder shall be effective when received at the respective addresses set forth below or such other address as either party may designate by written notice provided to the other.

EMPLOYEE

[Redacted]

HOUSTON, TEXAS 77267-0068

CANNON SERVICES, INC.
P. O. Box 1306
Stafford, Texas 77497

IN WITNESS WHEREOF, the parties have affixed their signatures on this 1ST day of SEPT., 19998.

EMPLOYEE

[Signature]

CANNON SERVICES, INC.

BY [Signature]