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09-21-2007



To the Director of the U.S. Patent and

103447158

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Well-Worx Limited

9.20.07

2. Name and address of receiving party(ies):

Circle Offshore Limited
12-16 Albyn Place
Aberdeen, AB10 IPS
United Kingdom

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other:
- Merger
- Change of Name

Execution Date(s): 7 September 2007

Additional name(s) & addresses attached? Yes No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

10/524,282

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

GREGORY J. LAVORGNA, Esq.
Drinker Biddle & Reath LLP
One Logan Square
18th & Cherry Streets
Philadelphia, PA 19103-6996

Attorney Docket No.: 36920-0314-00-US (206438)

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account Number: 50-0573

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9. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

GREGORY J. LAVORGNA
Name of Person Signing

September 17, 2007
Date

Total number of pages including cover sheet, attachments, and documents: 7

OMB No. 0651-0027 (exp. 6/30/2008)

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services
Director of the US Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

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- (1) WELL-WORX LIMITED
- (2) CIRCLE OFFSHORE LIMITED

ASSIGNMENT OF PATENTS
BY WELL-WORX LIMITED

BETWEEN:

- (1) **WELL-WORX LIMITED**, a company registered in England (company registration number 04412844) and having its registered office at C/O Spofforths, Donnington Park, Birdham Road, Chichester, West Sussex, PO20 7AJ (hereinafter referred to as "the Assignor"); and
- (2) **CIRCLE OFFSHORE LIMITED**, a company registered in Scotland (company registration number 194986) and having its registered office at 12 – 16 Albyn Place, Aberdeen. AB10 1PS (hereinafter referred to as the "the Assignee").

WHEREAS:

- (A) The Assignor is the Registered Proprietor of the Patents details of which are set out in the Schedule.
- (B) The Assignor has agreed to assign to the Assignee the Patents and all rights, title and interest therein upon the terms and conditions set out below.

IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions

- 1.1. In this Assignment the following terms shall have the following meanings unless the context otherwise requires:

"Applications" means (i) the patent applications listed in the Schedule; (ii) all patent applications claiming priority from any of the said patent applications in the Schedule or the Registered Patents; and (iii) any equivalents of any of the foregoing patent applications anywhere in the world.

"Patents" means the Registered Patents and the Applications or any of them.

"Registered Patents" means (i) the patents listed in the Schedule; (ii) all patents which may be granted pursuant to the Applications; (iii) all patents claiming priority from the patents referred to in (i) and (ii) above or any of the Applications; (iv) all equivalents of any of the foregoing patents anywhere in the world; and (v) all renewals, reissues, extensions, amendments, divisions, continuations and continuations in part of all the foregoing patents.

1.2 In this Assignment unless the context otherwise requires:-

1.2.1 references to the singular include the plural and vice versa;

1.2.2 references to clauses and schedules are to clauses and schedules to this Assignment;

1.2.3 headings to clauses and schedules are inserted for convenience only and shall not affect the construction or interpretation of this Assignment.

2. Assignment

2.1 In pursuance of this Assignment, the Assignor hereby assigns to the Assignee:-

2.1.1 all its right, title and interest in and to the Patents; and

2.1.2 all rights, powers and benefits arising or accrued from its right, title and interest in and to the Patents including, without limitation, in respect of the Applications that the grant of any patents thereon will be in the name of and vest in the Assignee and the right to institute and maintain proceedings for infringement or wrongful use of the Patents, whether occurring prior to the date hereof or hereafter and to recover and retain any damages and other remedies obtained as a result of such proceedings; and

2.1.3 all right, title and interest in and to the inventions claimed in the Patents and the right to apply for, prosecute and obtain patent or other similar forms of protection throughout the world in respect of the inventions claimed in the Patents. (including (without limitation) the right to claim priority therefrom), to the intent that the

grant of any patents or similar protection thereon will be in the name of and vest in the Assignee.

3 Further Assurance

3.1 Pending the registration of the Assignee as proprietor of the Patents, the Assignor will lend its name to any proceedings for infringement which the Assignee may require to be brought against any person wrongfully using the said Patents or any of them, the Assignee indemnifying the Assignor in respect of any costs or other liability arising out of such proceedings.

3.2 At the request and expense of the Assignee, the Assignor shall render all necessary assistance to the Assignee, and shall execute, and procure or arrange for the execution of, such other assignments, documents and forms as may be reasonably required to record the rights assigned to the Assignee hereunder in the relevant patent register, to fully vest in the Assignee the rights assigned to it hereunder and to confer on the Assignee all rights of action available to the Assignor in relation to any infringement of the Patents by third parties.

This Assignment shall be governed by and construed in accordance with the laws of Scotland and the parties hereby prorogate the exclusive jurisdiction of the Scottish courts over all disputes arising from, or connected to, this Assignment.

It is hereby certified that this transaction does not form part of a larger transaction or a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds £60,000 (sixty thousand pounds): IN WITNESS WHEREOF the parties have executed these presents comprising this and the preceding 4 pages together with the Schedule hereto as follows:

Signed for and on behalf of Well-Worx Limited

by David Dant at Kintore on 7th September 2007 in the presence of:

JJ Suller Witness

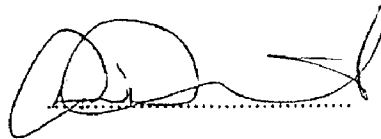
JAMES DAVID SULLER Full Name

STONEYHILL MARYCULTER

ABERDEEN Address

FINANCE DIRECTOR Occupation

Director



Signed for and on behalf of Circle Offshore Limited

by Harold Ashton at Kintore on 7th September 2007 in the presence of:

JJ Suller Witness

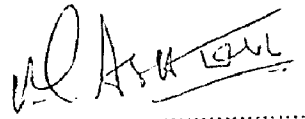
JAMES DAVID SULLER Full Name

STONEYHILL MARYCULTER

ABERDEEN Address

FINANCE DIRECTOR Occupation

Director



SCHEDULE

Publication Number	Publication Date	Application Number	Title
EP1529151	11.05.2005	EP03787885.7	Well Abandonment Apparatus
n/a	n/a	NO20051249	Well Abandonment Apparatus
US2005-0263282	01.12.2005	US10/524,282	Well Abandonment Apparatus