

12-10-07

U.S. PTO
12/001152
12/10/2007

Form PTO-1595 (Rev. 07/05)
OMB No. 0651-0027 (exp. 6/30/2008)

12-20-2007

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



103470092

HEET

To the Director of the U.S. Pat

ed documents or the new address(es) below.

1. Name of conveying party(ies)

Daryl V. Mazzanti

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

2. Name and address of receiving party(ies)

Name: Evolution Petroleum Corporation

Internal Address: 2500 CityWest Blvd., Suite 1300

Houston, TX 77042

Street Address: 2500 CityWest Blvd., Suite 1300

City: Houston

State: Texas

Country: USA

Zip: 77042

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) November 28, 2007

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

12/001152

Additional numbers attached? Yes No

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

Name: David M. Ostfeld, Adams and Reese LLP

Internal Address: 4400 One Houston Center, 1221 McKinney

Street Address: 4400 One Houston Center, 1221 McKinney

City: Houston

State: Texas Zip: 77010

Phone Number: 713-308-0128

Fax Number: 713-652-5152

Email Address: david.ostfeld@arlaw.com

6. Total number of applications and patents involved: One (1)

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

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

[Signature]
Signature

12-10-07
Date

David M. Ostfeld
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

12/12/2007 00000007 12001152
AN NM ND
EP-0001

ASSIGNMENT

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, I, who has made an invention in **GAS ASSISTED DOWNHOLE PUMP**, assign, sell, transfer and convey to **EVOLUTION PETROLEUM CORPORATION**, a corporation having an office in **Houston, Texas**, sometimes hereinafter called "Assignee," its successors and assigns, the entire right, title and interest throughout the world in and to:

1. Said invention in **GAS ASSISTED DOWNHOLE PUMP**.
2. Application filed as U.S. Serial No. _____ on _____, 2007 and entitled: **GAS ASSISTED DOWNHOLE PUMP**.
3. All applications for patent or like protection on said invention that have now been or may in the future be made by me or my legal representatives, whether in the United States of America or any other country or place anywhere in the world;
4. All patents and like protection that have now been or may in the future be granted on said invention to me or my legal representatives, whether in the United States of America or in any other country or place anywhere in the world;
5. All substitutions for and divisions, continuations, continuations-in-part, renewals, reissues, reexaminations, extensions, and the like of said applications and patents and like grants, including, without limitation, those obtained or permissible under past, present and future law and statutes;
6. All rights of action on account of past, present and future authorized or unauthorized use of said invention and for infringement of said patents and like protection;
7. The right of Assignee to file in its name applications for patents and like protection for said invention in any country and countries foreign to the United States; and
8. All international rights of priority associated with said invention, applications, patents and like protection;

(hereinafter "Rights").

Further, I covenant and agree that I will, at the expenses of Assignee, its successors and assigns, cooperate with Assignee at Assignee's expense whereby Assignee may enjoy to the fullest extent the benefit of this Agreement. Such cooperation shall include but not limited to:

- (1) Prompt execution of all papers that are deemed necessary or desirable by Assignee to perfect the right, title and interest herein conveyed, and
- (2) Prompt execution of all petitions, oaths, specifications, declarations or other papers that are deemed necessary or desirable by Assignee for prosecuting patent applications, for filing and prosecuting substitute, division, continuing, continuation-in-part, renewals, reexamination, extension, additional applications or the like in the United States and/or foreign countries, for filing and prosecuting applications for reissuance or reexamination of letters patent, and for interference proceedings involving and covering any of the Rights, and
- (3) Prompt assistance and cooperation, including but not limited to execution of documents and testifying, in the prosecution of legal proceedings involving any of the Rights, including, but not limited to, patent prosecution, interference proceedings, infringement court actions, opposition proceedings, cancellation proceedings, priority contests, unfair competition court actions, trade secret court actions, public use proceedings, slander, license breach and royalty collection proceedings and any other legal proceedings.

Further, I warrant that I have the right to make the assignment set forth herein.

Further, this Agreement shall be binding upon me, my heirs, administrators, executors, successors, trustees, devisees and assigns. Further, this Agreement shall inure to Assignee, its successors, trustees, devisees and assigns.

EXECUTED at the time and place indicated below opposite the signature:

Date: 11/27/2007

By: Daryl V. Mazzanti
Daryl V. Mazzanti

At: _____

STATE OF Texas
COUNTY OF Harris

§
§
§

BEFORE ME, the undersigned authority, on this day personally appeared Daryl V. Mazzanti, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27TH day of November, 2007.

[SEAL]

Cynthia D Sullivan

Notary Public Signature

Notary Printed Name CYNTHIA SULLIVAN
Commission Expires June 21, 2009

