

02-01-2008

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



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To the Director of the U.S. Patent and Trademark Office, please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

PJG Enterprises, LLC

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

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

Execution Date(s) January 7, 2008

☐ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☒ Other Amended & Supp. Patent License Agreement

2. Name and address of receiving party(ies)

Name: Oilfield Innovators Limited, L.L.C.

Internal Address: _____

Street Address: 315 South College Road

City: Lafayette

State: Louisiana

Country: USA

Zip: 70503

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

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

11/801,877

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: William W. Stagg

Internal Address: _____

Street Address: 220 Heymann Boulevard

City: Lafayette

State: Louisiana

Zip: 70503

Phone Number: 337-233-0300

Fax Number: 337-233-0694

Email Address: bill@dmsfirm.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40

☐ 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

1-28-2008

Date

Chad A. Grand

Name of Person Signing

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

8

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

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PATENT
REEL: 020445 FRAME: 0713

AMENDED AND SUPPLEMENTED PATENT LICENSE AGREEMENT

THIS AGREEMENT, made this ^{7TH}7 day of January, 2008 by and between PJG Enterprises, LLC, a Louisiana limited liability company, domiciled at 1060 Julie Street, Breaux Bridge, LA 70517 and represented herein by its managing member Perry J. Guidroz, hereinafter "Licensor" and Oilfield Innovators Limited, LLC, a Louisiana limited liability company, domiciled at 315 South College Road, Suite 285, Lafayette, LA 70503 and represented herein by its managing member Donald R. Harrington, hereinafter "Licensee".

WHEREAS, On May 8, 2006, concurrent with the formation of Licensee, Licensor and Licensee have previously entered into an exclusive patent license agreement, recorded May 16, 2006 at Reel/Frame: 017905/0685 in the United States Patent and Trademark Office, for that certain invention shown and described in United States Patent Application, Serial No. 11/089,706, entitled "Pipe Pick-Up and Laydown Apparatus" filed on March 24, 2005 and for any continuation, division, renewal, substitute or reissue thereof; and

WHEREAS, Licensor and Licensee now wish to amend and supplement that previous license agreement in order to fully delineate and set forth their respective obligations under the license granted therein; and

NOW THEREFORE, the parties hereto agree to a new license agreement as follows:

1. Definitions

(a) "Licensed Inventions" shall mean that certain invention shown and described in United States Patent Application, Serial No. 11/089,706, entitled "Pipe Pick-Up and Laydown Apparatus" filed on March 24, 2005 and Serial No. 11/801,877, entitled "Pipe Pick-Up and Laydown Apparatus and Method" filed May 11, 2007, and all trade secrets and know-how associated therewith, and any patents granted thereon in the United States or any foreign country, all hereinafter referred to as the "Invention".

(b) "Licensed Products" shall mean all products that employ, or are produced by, the practice of Licensed Inventions or claimed in the above referenced Patent Applications.

2. Grant

In consideration of the representations set forth in the Operating Agreement of Oilfield Innovators Limited, LLC and the membership interest granted therein to Perry J. Guidroz, and other good and valuable consideration, Licensors hereby grants to Licensee the exclusive worldwide license in and to the Licensed Inventions and in and to any letters patent that may be granted therefor in the United States and in any foreign country, and in and to any continuation, division, renewal, substitute or reissue thereof, for the full term or terms for which the same may be granted, and including the right to make, use and sell Licensed Products embodying or made in accordance with the Licensed Inventions during such term or terms and thereafter, it being the intention of Licensors to license all of its rights in the Licensed Inventions to Licensee.

3. Term

Unless sooner terminated, this Agreement shall continue until the dissolution and liquidation of Oilfield Innovators Limited, LLC as set forth in the Operating Agreement of that company.

4. Assignment

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties to this Agreement. This Agreement may neither be assigned nor transferred, either in whole or in part, by either party without first obtaining the written consent of the other party.

5. Patent Markings

Licensee agrees to mark all Licensed Products sold or other wise disposed of under the license granted herein with the words "Patent Pending" or in the event a patent is granted the words "U.S. Patent No." and the number or numbers of the Licensed Patents.

6. Warranty and Representations

(a) Licensors warrants and represents that it has the legal right to grant the license set forth herein.

(b) Licensee, Licensor, and Intervenor warrant and represent that they will act towards one another as prudent administrators of the Licensed Patents, the Licensed Products, and of the rights granted under this Agreement.

(c) Licensee, Licensor, and Intervenor warrant and represent that where and when consent is required under this Agreement, such consent will not be unreasonably withheld.

7. Insurance

To the extent practicable Licensee shall name Licensor as an additional insured on each policy of liability insurance policy purchased for the Licensed Products.

8. Claims

(a) Licensee agrees to defend, and pay the attorney fees, expense and cost associated with such defense, any infringement claims or any other claims which may be brought against either Licensee or Licensor on account of the Licensed Inventions or the manufacture, use, license, lease, rental or sale of the Licensed Products occurring on or after May 8, 2006 and to pay any judgment or settlement arising therefrom.

(b) When information is brought to Licensee's attention indicating that others are unlawfully infringing on the rights granted herein, Licensee agrees, at Licensee's expense, to investigate such claims and, if prudent, diligently prosecute any infringer. The proceeds of any such claims shall be for the benefit of Licensee subject to the terms of this Agreement.

(c) Licensee may join Licensor as party plaintiff in any suit or action which may require the appearance of Licensor. In connection with such suit or action, Licensor agrees to testify and to execute all papers deemed reasonably necessary or desirable to further a successful conclusion to such matter.

(d) Licensee may not settle, compromise or otherwise dispose of any claim, suit, action, or judgment arising out of this Agreement without the consent of Licensor. Licensee shall have no claim against Licensor or any of its members for indemnification or for reimbursement of any cost or expense or payment of any settlement, judgment or damages by Licensee due to any claim or suit by or against either Licensee or Licensor because of the license granted under this Agreement.

(a) Licensee shall assume and pay all of the attorney fees, cost and expense incurred on or after May 8, 2006 to file and prosecute applications for letters patent, whether foreign or domestic, and for any continuation, division, renewal, substitute or reissue thereof, incurred during the term of the exclusive license in the Licensed Inventions granted to Licensee. Licensee shall also pay the attorney fees, costs and expenses required to maintain the patents on the Licensed Inventions in full force and effect during the term of the exclusive license granted to Licensee by Licensor. All patents so obtained or maintained shall be subject to the exclusive license granted to Licensee herein but shall otherwise be the exclusive property of the Licensor.

(b) Licensee, at its own expense, may make improvements to the Licensed Inventions and Licensed Products and such improvements shall be considered Licensed Inventions subject to this Agreement.. If such action is reasonably warranted, Licensee, at its own expenses, shall file and prosecute applications for letters patent on such improvements. All patents obtained on such applications shall be subject to the exclusive license granted to Licensee herein for the entire term of this Agreement but shall otherwise be the exclusive property of the Licensor.

(c) Licensor agrees to notify Licensee of any invention developed by Licensor that is or may be reasonably considered a modification or an improvement of the Licensed Inventions. Any such modifications or improvements shall then be considered Licensed Inventions covered by and subject to the terms of this Agreement.

(d) Upon notice of an invention under Section 9(b), or upon notice of a request by Licensor requesting that Licensee file additional patent applications on any of the Licensed Inventions, Licensee shall determine whether or not it wishes to file additional patent applications in this country or any foreign country for the purpose of further protecting such Licensed Inventions and to pay the associated fees, cost and expense of such applications. Licensee shall advise Licensor of its determination within thirty days of any such notice. In the event that Licensee determines that it does not wish to file such patent applications, Licensor shall have the right to make such applications at its own expense. In the event Licensor exercises such right, Licensee agrees to assign any rights that it may have in such additional applications to Licensor. The inventions covered by such applications

of Licensor, and any patent issued thereon, shall be excluded from the Licensed Inventions defined in this Agreement and from the license granted herein.

(e) Notwithstanding anything in this Section 9 to the contrary, nothing therein shall be construed to impair the exclusive license granted by Licensor to Licensee in the Licensed Inventions.

10. Notice

Any notice required under this Agreement shall be in writing and addressed to the party to receive notice, unless notice of another address is given in writing as set forth herein, as follows:

If to Licensor:

PJG Enterprises, LLC
c/o Perry J. Guidroz
1060 Julie Street
Breaux Bridge, Louisiana 70517

If to Licensee:

Oilfield Innovators Limited, LLC
c/o Donald R. Harrington
315 South College Road, Suite 285
Lafayette, LA 70503

11. Applicable Law and Jurisdiction

This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Louisiana. Any and all proceedings relating to the subject matter hereof shall be maintained in the courts of the state of Louisiana or the Federal district courts sitting in Louisiana, which courts shall have exclusive jurisdiction for such purpose. The prevailing party in any action brought to enforce this Agreement shall be entitled to recover the reasonable cost and expenses of such action from the other party.

12. Severability

Should any provision of this Agreement in the application thereof, to any extent, be held to be invalid or unenforceable, the remainder of this Agreement and the application thereof, shall not be affected thereby and shall continue valid and enforceable to the fullest extent permitted by law or equity.

13. Entire Agreement

This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter hereof and all prior Agreements and understandings are merged herein. No modification or amendment of this Agreement, nor any waiver of any of its terms and provisions, shall be operative or effective unless the same shall be in writing and signed by the parties.

14. Intervention

Now comes, Perry J. Guidroz, Alfred J. Thomas, III and Donald R. Harrington, appearing herein, individually and as the sole members of Oilfield Innovators Limited, LLC, for the purpose of consenting and agreeing to the terms and conditions set forth in this Amended Patent License Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date hereof.

LICENSOR:

PJG Enterprises, LLC

LICENSEE:

Oilfield Innovators Limited, LLC

By: 

Perry J. Guidroz

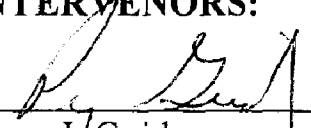
Title: Managing Member

By: 

Donald R. Harrington

Title: Managing Member

INTERVENORS:


Perry J. Guidroz


Donald R. Harrington


Alfred J. Thomas, III