

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent Assignment and License Agreement
CONVEYING PARTY DATA	
Name	Execution Date
SHELL OIL COMPANY	08/30/2007
SHELL INTERNATIONALE RESEARCH MAATSCHAPPIJ B.V.	09/18/2007
RECEIVING PARTY DATA	
Name:	AT-BALANCE AMERICAS LLC
Street Address:	11767 Katy Freeway, Suite 1030
City:	Houston
State/Country:	TEXAS
Postal Code:	77079
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10568328
CORRESPONDENCE DATA	
Fax Number:	(713)228-8778
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	713.228.8600
Email:	risinger@oshaliang.com
Correspondent Name:	OSHA LIANG, LLP
Address Line 1:	1221 McKinney, Suite 2800
Address Line 4:	Houston, TEXAS 77010
ATTORNEY DOCKET NUMBER:	17406/003001
NAME OF SUBMITTER:	Jeffrey S. Bergman

OP \$40.00 10568328

Total Attachments: 8  
 source=17406\_003001\_Patent\_Assignment\_License\_Agreement#page1.tif  
 source=17406\_003001\_Patent\_Assignment\_License\_Agreement#page2.tif  
 source=17406\_003001\_Patent\_Assignment\_License\_Agreement#page3.tif

**PATENT**

**500459104**

**REEL: 020480 FRAME: 0308**

source=17406\_003001\_Patent\_Assignment\_License\_Agreement#page4.tif  
source=17406\_003001\_Patent\_Assignment\_License\_Agreement#page5.tif  
source=17406\_003001\_Patent\_Assignment\_License\_Agreement#page6.tif  
source=17406\_003001\_Patent\_Assignment\_License\_Agreement#page7.tif  
source=17406\_003001\_Patent\_Assignment\_License\_Agreement#page8.tif

DATED August 30, 2007

SHELL OIL COMPANY

AT-BALANCE AMERICAS LLC

and

SHELL INTERNATIONALE RESEARCH MAATSCHAPPIJ B.V.

---

PATENT ASSIGNMENT & LICENCE AGREEMENT

---

**THIS AGREEMENT** is made on August 27, 2007 **BETWEEN:**

- (1) **SHELL OIL COMPANY**, a Delaware corporation, having an office at 910 Louisiana Street, Houston, Texas, 77002 ("**SHELL**");
- (2) **AT-BALANCE AMERICAS LLC**, a Delaware corporation, having an office at 11767 Katy Freeway, Suite 1030, Houston, Texas 77079 ("**@BALANCE**"); and
- (3) **SHELL INTERNATIONALE RESEARCH MAATSCHAPPIJ B.V.**, having an office at Carel van Bylandtlaan 30, The Hague, the Netherlands ("**SIRM**"),

(each a "Party" and together the "Parties").

**WHEREAS:**

- (A) **@BALANCE** is the subject of an offer of acquisition by a third party, such acquisition being conditional upon **@BALANCE** being the owner of the "Patent Rights" (as defined below);
- (B) **@BALANCE** is currently the licensee of the Patent Rights and now wishes to take ownership thereof.
- (C) **SHELL** and **SIRM** are prepared to assign such Patent Rights to **@BALANCE** on the terms and conditions set out below.

**REDACTED**

**REDACTED**

**2. Assignment**

- 2.1 In consideration of the payment of \$1 by @BALANCE to SHELL (receipt of which is hereby acknowledged), with effect from the Effective Date, SHELL hereby assigns to @BALANCE all its right, title and interest existing in the Patent Rights.
- 2.2 In consideration of the payment of \$1 by @BALANCE to SIRM (receipt of which is hereby acknowledged), with effect from the Effective Date, SIRM hereby assigns to @BALANCE free from any liens, pledges or encumbrances (except those rights granted by SHELL in article 2.1, and those rights granted by SIRM or SHELL previously to @BALANCE) all its right, title and interest existing in the Patent Rights.
- 2.3 SHELL and SIRM shall at the request of @BALANCE sign any documents and do all such acts and procure the signing of any documents and the doing of other acts as may be reasonably be necessary to formally vest ownership of the Patent Rights in @BALANCE.
- 2.4 All patent office fees and associated patent agency fees incurred by SHELL or SIRM necessary to effectuate the assignment as detailed in this Clause 2 shall be borne by @BALANCE.
- 2.5 Neither SIRM nor SHELL shall have any obligation as of the Effective Date to share in the payment of any costs incurred in connection with the Patent Rights.
- 2.6 All responsibilities for the prosecution, maintenance, defence and enforcement of the Patent Rights shall pass to @BALANCE on the Effective Date.

**REDACTED**

**REDACTED**

**REDACTED**

**REDACTED**



**REDACTED**

IN WITNESS WHEREOF, SHELL and @BALANCE have caused this Agreement to be executed in duplicate original by their duly authorized representatives.

**SHELL OIL COMPANY**

Signed: Richard F. Lemuth  
Name Richard F. Lemuth, Associate General Counsel, Intellectual Property  
Date August 30, 2007.

**AT-BALANCE AMERICAS LLC**

Signed: John G. Samuel  
Name John G. Samuel  
Date: 20 SEPT 07

**SHELL INTERNATIONALE RESEARCH MAATSCHAPPIJ B.V.**

Signed: David J. Karis  
Name DAVID J. KARIS REAT HESS  
Date: 18 September 2007

SCHEDULE 1

Patents Rights

Docket No.	Application no.	Publication no.	Patent no.	Description
TH2222			6,904,981	Control system
TS6144			6,352,129.	Basic DAPC patent including back pressure pump
TS6293		US2004-0231889		Choke system based on using mudpressure to pressurise a clean hydraulic fluid
TS6331		US2006-0086538		Choke system for particle laden fluids
TS6392 R		US2004-0178003		Three way valve, enabling use of primary mud pumps for DAPC instead of dedicated back pressure pump
TS6438	11/334142			DAPC for underbalanced drilling
TS6479	PCT/EP2005/054696			Pressure cap drilling