Electronic Version v1.1

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SUBMISSION TYPE:			NEW ASSIGNMENT		
NATURE OF CONVEYANCE:			ASSIGNMENT		
CONVEYING PARTY DATA					
		N	lame	Execution Date	
Global Jar Services L	LC			06/11/2008	
RECEIVING PARTY DATA					
Name:	GJS Holding Company LLC				
Street Address:	11027 Lucerne Street				
City:	Houston				
State/Country:	TEXAS				
Postal Code:	77016				
PROPERTY NUMBERS Total: 3					
Property Type			Number		
Patent Number: 73		73472	347287 1241039		
Application Number: 11		11241	11241039		
Application Number:		11241	1241040		
CORRESPONDENCE DATA					
Fax Number: (813)202-1313					
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.					
Phone: 8132021332					
Email: mrodriguez@ssd.com					
Correspondent Name: Mauricio M. Rodriguez Address Line 1: 201 N. Franklin Street					
Address Line 2: Suite 2100					
Address Line 4: Tampa, FLORIDA 33602					
ATTORNEY DOCKET NUMBER:			101607.00005		
NAME OF SUBMITTER:			Mauricio M. Rodriguez		
Total Attachments: 5 source=2ip_assig#page1.tif					

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this "<u>Assignment</u>") is made and entered into as of this 11th day of June, 2008 (the "<u>Effective Date</u>"), by and between **GLOBAL JAR SERVICES LLC**, a Texas limited liability company, having an address at 15120 Lee Road, Suite 601, Humble, Texas 77396 ("<u>Assignor</u>"), and **GJS HOLDING COMPANY LLC**, a Delaware limited liability company, having an address at 11027 Lucerne Street, Houston, Texas 77016 ("<u>Assignee</u>").

WITNESSETH

WHEREAS, concurrently with the execution and delivery of this Assignment, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of even date herewith (the "<u>Asset Purchase Agreement</u>"), pursuant to which Assignor has agreed to sell, transfer and assign all of Assignor's right, title and interest in certain assets of Assignor to Assignee (the "<u>Transferred Assets</u>");

WHEREAS, the Transferred Assets include the proprietary rights listed on <u>Exhibit "A"</u> attached hereto and incorporated herein by this reference.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby mutually agree as follows:

ARTICLE I

DEFINITIONS

1.1 Capitalized terms have the meanings set forth in the Asset Purchase Agreement, unless defined elsewhere in this Assignment.

1.2 The term "Intellectual Property" shall mean the proprietary rights listed on **Exhibit "A"** attached hereto, together with all goodwill and other rights and privileges relating thereto, including without limitation, all applications and registrations therefor, all extensions and renewals thereof, as applicable, and any and all rights to apply for and renew the same.

ARTICLE II

ASSIGNMENT

2.1 Assignor hereby sells, transfers and assigns to Assignee, absolutely and in perpetuity, all of Assignor's right, title, and interest throughout the world in and to the Intellectual Property, including without limitation, the right to sue for and receive all damages from past infringements arising prior to the Effective Date, the same to be held and enjoyed by Assignee, its successors, assigns, and legal representatives.

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2.2 Assignor further agrees to execute all documents and do all such other things as may be reasonably necessary or appropriate to carry out the intent and/or purpose of this Assignment. In addition, and without limiting the generality of the foregoing, Assignor further agrees, at the request of Assignee or its successors in interest, to do all lawful acts which may be required for obtaining and enforcing any rights to the Intellectual Property, and to otherwise aid Assignee or its successors in interest in enforcing any rights to the Intellectual Property, all at the expense of Assignee or its successors in interest.

2.3 Assignor hereby constitutes and appoints Assignee and its successors and assigns as Assignor's true and lawful attorneys with full power of substitution, in Assignor's name and stead but on behalf and for the benefit of the Assignee and its successors and assigns, to demand and receive any and all of the Intellectual Property and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute and prosecute, at the expense and for the benefit of the Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, or to execute such documents, which the Assignee or its successors or assigns may deem proper for the collection or reduction to possession of, or the recordation of ownership to, any of the Intellectual Property, or for the collection and enforcement of any claim or right of any kind hereby sold, conveyed, transferred and assigned, or intended so to be, and to do all acts and things in relation to the Intellectual Property which the Assignee or its successors or assigns shall deem desirable. The foregoing powers are coupled with an interest and are and shall be irrevocable by the Assignor or by dissolution of the Assignor or in any manner or for any reason whatsoever.

ARTICLE III

MISCELLANEOUS

3.1 This Assignment shall be governed by and construed under the laws of the United States and the State of Texas without regard to conflicts of laws provisions thereof.

3.2 This Assignment may be executed in more than one counterpart, each of which shall for all purposes be deemed to be an original, and all of which together shall constitute one and the same instrument. A signature to this Assignment delivered by facsimile or other electronic means shall be valid.

[Signature Pages to Follow]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment on the date first set forth above.

ASSIGNOR

GLOBAL JAR SERVICES LLC,

a Texas limited liability company

By: C. E. LEE Name: C.E. LEE Title: Mass

STATE OF TEXAS COUNTY OF <u>Hares</u>

The foregoing instrument was acknowledged before me this $\underline{1124}$ day of $\underline{52222}$, 2008, by $\underline{-52222}$, who, $\underline{52222}$, who, $\underline{52222}$ is/are personally known to me OR \Box has produced as identification, and who \Box did \Box did not take an oath.

BARBARA G. SURETTE NOTARY PUBLIC STATE OF TEXAS COMM. EXPIRES 06-30-2012

Barbara B. Swrette

Notary Public, State of Texas Printed Name of Notary: Backara 6. Sure the My Commission No.:______ My Commission Expires: 00-30-3012

ASSIGNEE

GJS HOLDING COMPANY LLC,

a Delaware limited liability company

By:

Name: <u>Dan L. Dierking</u> Title: <u>Controller & Secretary</u>

STATE OF TEXAS) COUNTY OF <u>HARRIS</u>)

The foregoing instrument was acknowledged before me this <u>10th</u> day of <u>June</u>, 2008, by <u>Dan L. Dierking</u>, who, \square is/are personally known to me OR \square has produced as identification, and who \square did \square did not take an oath.

- 4 -



Barbara M. Suratte Notary Public, State of Texas

Notary Public, State of Texas Printed Name of Notary: <u>Barbara C. Saratte</u> My Commission No.:<u></u> My Commission Expires: <u>06.30.3013</u>

EXHIBIT "A"

INTELLECTUAL PROPERTY

- 1.
- 2.
- U.S. Patent Number 7,347,287 for Hydraulic Timing Device Patent Application 11/241,039 For Jar Device Patent Application 11/241,040 for Hydraulic Timing Device 3.

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