

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT												
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT												
<b>CONVEYING PARTY DATA</b>													
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Ramon Elias</td> <td>11/07/2008</td> </tr> <tr> <td>Michael Prats</td> <td>11/07/2008</td> </tr> </tbody> </table>		Name	Execution Date	Ramon Elias	11/07/2008	Michael Prats	11/07/2008						
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<b>RECEIVING PARTY DATA</b>													
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<b>Name:</b>	Ramon Elias												
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<b>Name:</b>	Richard R. Powell Jr.												
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<b>Name:</b>	Michael Prats												
<b>Street Address:</b>	2834 Bellefontaine												
<b>City:</b>	Houston												
<b>State/Country:</b>	TEXAS												
<b>Postal Code:</b>	77025-1610												
<b>PROPERTY NUMBERS Total: 2</b>													
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>5984010</td> </tr> <tr> <td>Patent Number:</td> <td>6173775</td> </tr> </tbody> </table>		Property Type	Number	Patent Number:	5984010	Patent Number:	6173775						
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<b>CORRESPONDENCE DATA</b>													

**CH \$80.00 5984010**

Fax Number: (805)543-0752  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (805) 543-4171  
Email: mbabu@amblaw.com  
Correspondent Name: Melissa McGann Babu, AndreMorris&Buttery  
Address Line 1: 1102 Laurel Lane  
Address Line 4: San Luis Obispo, CALIFORNIA 93401

ATTORNEY DOCKET NUMBER:

SMPACI02

NAME OF SUBMITTER:

Ramon Elias

**Total Attachments: 10**

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### RECORDATION FORM COVER SHEET PATENTS ONLY

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)**  
  
Ramon Elias and Michael Prats  
  
Additional name(s) of conveying party(ies) attached?  Yes  No

**2. Name and address of receiving party(ies)**  
Name: Ramon Elias  
Internal Address: \_\_\_\_\_  
\_\_\_\_\_  
Street Address: 529 Sombrillo  
\_\_\_\_\_  
City: Arroyo Grande  
State: CA  
Country: USA Zip: 93420  
Additional name(s) & address(es) attached?  Yes  No

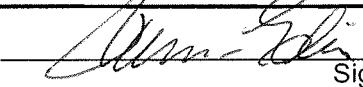
**3. Nature of conveyance/Execution Date(s):**  
Execution Date(s) November 7, 2008  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Joint Research Agreement  
 Government Interest Assignment  
 Executive Order 9424, Confirmatory License  
 Other \_\_\_\_\_

**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) \_\_\_\_\_  
5,984,010 & 6,173,775  
Additional numbers attached?  Yes  No

**5. Name and address to whom correspondence concerning document should be mailed:**  
Name: Melissa McGann Babu, Esq., Andre, Morris & Buttery  
Internal Address: \_\_\_\_\_  
Street Address: 1102 Laurel Lane  
City: San Luis Obispo  
State: CA Zip: 93401  
Phone Number: (805) 543-4171  
Fax Number: (805) 543-0752  
Email Address: mbabu@amblaw.com

**6. Total number of applications and patents involved:** 2  
**7. Total fee (37 CFR 1.21(h) & 3.41)** \$ 80.00  
 Authorized to be charged to deposit account  
 Enclosed  
 None required (government interest not affecting title)

**8. Payment Information**  
  
Deposit Account Number 50-2981  
Authorized User Name Melissa Babu

**9. Signature:**  November 7, 2008  
Signature Date  
Ramon Elias  
Name of Person Signing  
Total number of pages including cover sheet, attachments, and documents: 10

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

**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

**2. Name and address of receiving parties: (continuation)**

Name: Richard R. Powell, Jr.  
Address: P.O. Box 9767  
4914 Augusta Road  
College Station, TX 77845

Name: Michael Prats  
Address: 2834 Bellefontaine  
Houston, TX 77025-1610

## ASSIGNMENT OF PATENTS

This Assignment of Patents (the "Assignment") is made and effective as of November 7, 2008 (the "Effective Date") by and between RAMON ELIAS, an individual ("Elias"), MICHAEL PRATS, an individual ("Prats"), and RICHARD R. POWELL, JR. an individual ("Powell").

### RECITALS

A. Elias and Prats are the inventors and owners of the inventions, improvements, work products and devices more particularly described on attached **Schedule "A"** (collectively, the "Devices"), which are registered with the United States Patent and Trademark Office (the "PTO") and the underlying intellectual property associated therewith.

B. Elias and Prats wish to transfer and assign to Powell a portion of their respective right, title and interest in and to the Devices and any associated underlying intellectual property for purposes of realigning the ownership of the Devices as between each of them and Powell, and their respective successors and assigns.

C. Further, Elias and Prats wish to transfer and assign to Powell a portion of their respective right, title and interest in and to any license agreements associated with the Devices and any associated underlying intellectual property (collectively, the "License Agreements") for purposes of realigning the right to receive royalties from any of the License Agreements as between each of them and Powell, and their respective successors and assigns.

### ASSIGNMENT

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Elias and Prats, and their respective successors and assigns, transfer and assign to Powell, his successors and assigns, an interest in and to (i) the Devices and any underlying intellectual property associated therewith in the United States and throughout the world, which include but are not limited to all improvements, patents and patent applications, all divisions, continuations, and continuations-in-part thereof, and all patent registrations which may have been granted hereon and all reissues, reexaminations and extensions thereof, including the right to sue or otherwise bring action and to collect and receive damages therefrom, for past infringement thereof, and all priority rights under all available international agreements, treaties and conventions for the protection of intellectual property in its various forms in every participating country, and all applications for patents (including related rights such as utility-model registrations, inventor's certificates and the like) heretofore and hereafter filed for said improvements in any foreign countries, and all patents (including all continuations, continuations-in-part, divisions, extensions, renewals, substitutes, reexaminations and reissues thereof) granted for said improvements in any country; and (ii) all of the License Agreements, and Powell accepts such assignments.

1.1. The parties agree and acknowledge that as a result of these assignments, ownership of the Devices and any underlying intellectual property associated therewith in the United States and throughout the world and all of the License Agreements shall be as follows: (i) Elias as to a sixty percent (60%) undivided interest; (ii) Prats as to a fifteen (15%) undivided interest; and (iii) Powell as to a twenty-five percent (25%) undivided interest.

2. Covenants. Each of Elias and Prats hereby covenants to each other, respectively, and to Powell as follows: (i) he has the full right to convey whatever right, title and interest he may have or hold in and to said Devices and License Agreements; *provided, however*, that he makes no representations and warranties to the other parties regarding the nature or extent of said right, title and interest; (ii) he has not executed, and will not execute, any agreement in conflict with this Assignment; and (iii) he will communicate to the other parties any and all facts known to him respecting said Devices and License Agreements and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, continuation-in-part, reexamination, reissue and substitute applications, and make all rightful oaths and generally do everything possible to aid the other parties to obtain and enforce proper patent protection for the Devices in all countries.

3. Recordation. As to the Devices which are registered with the PTO as of the Effective Date, the parties shall record notice of this Assignment with the PTO.

4. Miscellaneous. This Assignment shall be governed by and construed in accordance with the laws of the State of California. If any of the provisions of this Assignment are determined to be invalid or unenforceable, those provisions shall be deemed severable from the remainder of this Assignment and shall not cause the invalidity or unenforceability of the remainder of this Assignment. The prevailing party in any action or proceeding to enforce the terms of this Assignment shall be entitled to recover from the unsuccessful party all costs and expenses, including reasonable attorneys' fees incurred therein. Each individual executing this Assignment represents or warrants that he is duly authorized to execute and deliver this Assignment and that this Assignment is binding upon each of them in accordance with its terms and in no way stands in contravention of any prior agreement to which said individual is a party.

"ELIAS"



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RAMON ELIAS

"POWELL"

---

RICHARD R. POWELL, JR.

"PRATS"

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MICHAEL PRATS

4. Miscellaneous. This Assignment shall be governed by and construed in accordance with the laws of the State of California. If any of the provisions of this Assignment are determined to be invalid or unenforceable, those provisions shall be deemed severable from the remainder of this Assignment and shall not cause the invalidity or unenforceability of the remainder of this Assignment. The prevailing party in any action or proceeding to enforce the terms of this Assignment shall be entitled to recover from the unsuccessful party all costs and expenses, including reasonable attorneys' fees incurred therein. Each individual executing this Assignment represents or warrants that he is duly authorized to execute and deliver this Assignment and that this Assignment is binding upon each of them in accordance with its terms and in no way stands in contravention of any prior agreement to which said individual is a party.

"ELIAS"

"POWELL"

---

RAMON ELIAS

---

RICHARD R. POWELL, JR.

"PRATS"



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MICHAEL PRATS

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"ELIAS"

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RAMON ELIAS

"PRATS"

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MICHAEL PRATS

"POWELL"



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RICHARD R. POWELL, JR.



ACKNOWLEDGEMENT

STATE OF CALIFORNIA

COUNTY OF Santa Barbara

On November 3, 2008, before me, Honey Hoe Notary Public  
(insert name and title of the officer)

personally appeared Ramon Elias

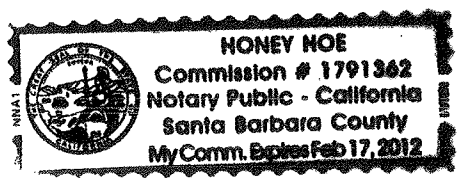
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Honey Hoe

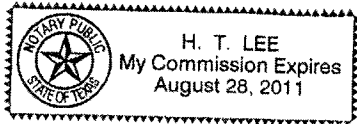
(Seal)

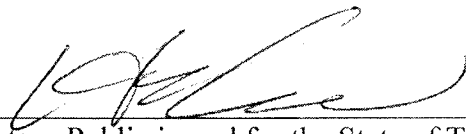


STATE OF TEXAS     §

COUNTY OF HARRIS   §

This instrument was acknowledged before me on the 30<sup>th</sup> day of October, 2008, by MICHAEL PRATS who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed therein.



  
\_\_\_\_\_  
Notary Public in and for the State of Texas

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

State of Texas  
County of Brazos } ss.

On Nov 7, 2008 before me, Susan K. Fore, a Notary Public (here insert name and title of the officer), personally appeared Richard R. Powell, Jr. who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Susan K. Fore  
(Seal)



**SCHEDULE "A"  
DEVICES**

**REGISTERED PATENTS**

	<b>PATENT NO.</b>	<b>DATE ISSUED</b>	<b>INVENTOR</b>	<b>TITLE OF PATENT</b>
1.	5,984,010	November 16, 1999	Ramon Elias and Michael Prats	Hydrocarbon recovery systems and methods
2.	6,173,775	January 16, 2001	Ramon Elias and Michael Prats	Systems and methods for hydrocarbon recovery