02-25-2009

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## CORDATION FORM COVER SHEET PATENTS ONLY

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103549787 demark Office: Please record the attached documents or the new address(es) below.		
i. Name of conveying party(ies)		2. Name and address of receiving party(ies)
Timothy M. Price Donald H. Van Steenwyk		Name: Applied Technologies Associates, Inc.
Harold T. Buscher		Internal Address:
Additional name(s) of conveying party(ies) attac		
3. Nature of conveyance/Execution	Date(s):	Street Address: _3025 Buena Vista Drive
Execution Date(s) 02/12/2009  Assignment	orgor	
	erger	City: Paso Robles
	nange of Name	Only. Taso nobles
Joint Research Agreement		State: California
Government Interest Assignment		Country: us Zip: 93446
Executive Order 9424, Confirmato	ry License	
Other		Additional name(s) & address(es) attached? Yes X No
A. Patent Application No.(s)		document is being filed together with a new application.  B. Patent No.(s)
Additional numbers attached? Yes No		
5. Name and address to whom correction concerning document should be ma		6. Total number of applications and patents involved: 1
Name: Charles Kulkarni		7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00
Internal Address: <u>Jackson Walker L.L.P.</u>		
		Authorized to be charged to deposit account
Street Address: 1401 McKinney, Suite 1900		⊠ Enclosed
- 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1		None required (government interest not affecting title)
City: Houston		8. Payment Information
State: Zip: 77	010	
Phone Number: 713-752-4517		
Fax Number: 713-308-4135		Deposit Account Number
Email Address: <u>ckulkarniipdocket@jw.com</u>		Authorized User Name Charles Kulkarni
	1914	81 FD (5 <b>9</b> 81 44, 45
9. Signature:	Willen	February 17, 2009
-	Signature	Date
Charles Kulk		Total number of pages including cover sheet, attachments, and documents:
Name of Person		should be faxed to (571) 273-0140, or mailed to:

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

PATENT REEL: 022306 FRAME: 0150

## **ASSIGNMENT**

WHEREAS, Timothy M. Price, Donald H. Van Steenwyk and Harold T. Buscher ("ASSIGNORS") have developed and are the owners of certain inventions and their related patents and patent applications, including without limitation and embodied by United States Continuation Patent Application entitled "ELECTRIC FIELD COMMUNICATION FOR SHORT RANGE DATA TRANSMISSION IN A BOREHOLE" filed on \_\_\_\_\_\_\_, as U.S. Patent Application No. \_\_\_\_\_\_\_\_ claiming priority to U.S. Patent Application No. 11/353,364 and U.S. Provisional Patent Application No. 60/657,628 filed on February 28, 2005 (collectively, "Intellectual Property");

WHEREAS, the ASSIGNORS are desirous of assigning all of their rights in the Intellectual Property to Applied Technologies Associates, Inc. ("ASSIGNEE").

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by ASSIGNOR, the parties hereto, intending legally to be bound, agree as follows:

ASSIGNORS hereby sell, assign and transfer to ASSIGNEE, its successors and assigns, said ASSIGNORS' entire right, title and interest in, to and under the Intellectual Property, including, without limitation, (i) all United States and foreign rights therein, whether patentable or not, and in and to aforesaid patents, patent applications and any divisions or continuations thereof, and any patents or similar registrations obtained for the Intellectual Property in the United States and any foreign countries, or issuing out of said applications or any such division or continuation thereof, and any reissues or extensions of any such patents and (ii) all causes of action, past, present, and future, for infringement, unfair competition or otherwise with respect to the Intellectual Property and (iii) all disclosures of ideas, whether or not patentable, embodied in the Intellectual Property.

ASSIGNORS hereby authorize and request the Commissioner of Patents of the United States, and any official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

ASSIGNORS hereby covenant that (i) they believe themselves to be the original and joint inventors of the subject matter of the Intellectual Property; (ii) they have full right to convey their entire right, title and interest in the Intellectual Property, and (iii) they have not executed and will not execute any agreement in conflict herewith.

ASSIGNORS further covenant that they will, at any time, upon ASSIGNEE'S request, execute and deliver any and all papers that may be necessary or desirable to perfect the title in the Intellectual Property, or any Letters Patent that may be granted therefore, in the ASSIGNEE, its successors and assigns, and if ASSIGNEE, or its assignee, desires to make a substitute, divisional or continuation application for said Intellectual Property, or to secure a reissue or extension of said Letters Patent, to file a disclaimer relating thereto, or an application for a corresponding patent in any foreign country, or undertake any other act to secure and protect the ASSIGNEE'S rights in the Intellectual Property, that he will upon request, sign all papers, make all rightful oaths, and do all lawful acts requisite for the said purposes, but at the expense of the ASSIGNEE. ASSIGNORS further agree not to take any action to challenge or erode any of ASSIGNEE'S rights in the Intellectual Property assigned hereunder. ASSIGNORS agree not to do or omit to do any act, matter or thing whereby the rights or the assignability of the Intellectual Property assigned hereunder may be prejudicially affected.

Each ASSIGNOR will, upon the written request of ASSIGNEE, its successors or assigns, execute all documents, prepared at the expense of ASSIGNEE, its successors or assigns, necessary or practicable in order to perfect ASSIGNEE's foreign and domestic title to any and all rights in the Intellectual Property conveyed hereunder, including, but not limited to, recordal of this Assignment to reflect ASSIGNEE's ownership of therein.

ASSIGNORS hereby acknowledge that the entire beneficial interest in the Intellectual Property and to which the above application relates is irrevocably vested in the ASSIGNEE including the right to make the application for protection in all countries abroad and to claim priority under the International Convention for such applications and

Page 1 of 4

hereby assents to the making of any such applications, with or without priority claims, and of any divisional application resulting therefrom.

ASSIGNORS further covenant that they will at all times communicate to the ASSIGNEE, its successors, assigns or legal representatives, all facts relating to said Intellectual Property and Letters Patent, or the history thereof, known to him, and testify as the same in interferences or other litigation, when requested so to do.

The validity, interpretation and performance of this Assignment, and any dispute connected herewith, shall be governed by and construed according to the laws of the State of Texas, United States of America, without regard to principles of conflicts of law.

Executed and delivered as follows:

Inventor:

Date: 2/12/2009

STATE OF CALIFORNIA

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COUNTY OF SAN LUIS OBISPO

On February 12, 2009 before me, Mark Kenyon, Notary Public in and for said County and State, personally appeared Tim Price, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

Ciamatura

MARK KENYON
COMM. #1598848
NOTARY PUBLIC - CALIFORNIA
SAN LUIS OBISPO COUNTY
My Comm. Expires AUG. 19, 2009

STATE OF CALIFORNIA

COUNTY OF SAN LUIS OBISPO

§ § §

On February 12, 2009 before me, Mark Kenyon, Notary Public in and for said County and State, personally appeared Donald H. Van Steenwyk, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

MARK KENYON COMM. #1598848 **NOTARY PUBLIC - CALIFORNIA** SAN LUIS OBISPO COUNTY My Comm. Expires AUG. 19, 2009 Inventor: Harold T. Buscher

Date: 2/12/09

STATE OF CALIFORNIA

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**COUNTY OF SAN LUIS OBISPO** 

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On February 12, 2009 before me, Mark Kenyon, Notary Public in and for said County and State, personally appeared Harold T. Buscher, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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

MARK KENYON
COMM. #1598848
NOTARY PUBLIC - CALIFORNIA
SAN LUIS OBISPO COUNTY
My Comm. Expires AUG. 19, 2009

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**RECORDED: 02/17/2009** 

PATENT REEL: 022306 FRAME: 0154