# Electronic Version v1.1 Stylesheet Version v1.1

**SUBMISSION TYPE: NEW ASSIGNMENT** 

NATURE OF CONVEYANCE: **ASSIGNMENT** 

#### **CONVEYING PARTY DATA**

Name	Execution Date
Dudley J. PERIO Jr.	12/01/2008

## **RECEIVING PARTY DATA**

Name:	Terence Borst	
Street Address:	14121 Highway 290 West	
Internal Address:	Unit G	
City:	Austin	
State/Country:	TEXAS	
Postal Code:	78737	

### PROPERTY NUMBERS Total: 4

Property Type	Number
Application Number:	60584616
Application Number:	11174372
PCT Number:	US0523498
Application Number:	12275977

#### **CORRESPONDENCE DATA**

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Correspondent Name: Locke Lord Bissell & Liddell LLP

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ATTORNEY DOCKET NUMBER: 0021774-007US NAME OF SUBMITTER: Danny Vara

PATENT 500835162 REEL: 022547 FRAME: 0877

Total Attachments: 3

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> PATENT REEL: 022547 FRAME: 0878

# ASSIGNMENT OR MEMORIALIZATION OF ASSIGNMENT OF INTELLECTUAL PROPERTY

WHEREAS, I/We, the undersigned, hereafter individually/collectively "Assignor," have invented certain new and useful methods, devices, and/or systems that are disclosed and/or claimed in the following patent applications:

- United States provisional patent application filed on July 1, 2004, accorded serial number 60/584,616, and entitled "Method and Apparatus for Drilling Subterranean Wells with Continuous Coiled Tubing";
- United States nonprovisional patent application filed on July 1, 2005, accorded serial number 11/174,372 and entitled "Method and Apparatus for Drilling and Servicing Subterranean Wells with Rotating Coiled Tubing";
- Patent Cooperation Treaty patent application filed on July 1, 2005, and accorded serial number PCT/US2005/023498; and
- United States continuation-in-part application filed on November 21, 2008, accorded serial number 12/275,977, and entitled "Method and Apparatus for Drilling and Servicing Subterranean Wells with Rotating Coiled Tubing"; and

WHEREAS, Terence Borst, c/o Highgate Group Ltd., 14121 Highway 290 West, Unit G, Austin, TX 78737, hereafter "Assignee," is desirous of acquiring the entire and exclusive right, title and interest in and to, and possession of, the subject matter disclosed and claimed in the Application, including any tangible materials, know-how and trade secrets related thereto (hereafter, collectively, the "Invention"); and the entire and exclusive right, title, interest in and to, and possession of, the Application, including rights to claim priority thereto, and to all related pending and future United States and/or foreign applications disclosing or claiming the Invention in whole or in part, including, without limitation, all provisional applications, non-provisional applications, divisional applications, continuation applications, continuation-in-part applications, renewals, reissues, reexaminations, substitutes or extensions thereof, and to all patents or other related property rights that may be issued or granted thereon anywhere in the world (hereafter, collectively, the "Intellectual Property").

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to the extent not already assigned by me/us to **Assignee** by prior written agreement or employment relationship, **Assignor** has hereby, assigned, transferred and conveyed, and does hereby, assign, transfer and convey to **Assignee**, its successors and assigns, the entire and exclusive right, title and interest in and to, and possession and use of, the aforesaid **Intellectual Property**, throughout the world, including without limitation, the right to file and prosecute applications for patent in the name of **Assignee** and/or **Assignor**; all income, royalties, damages and payments now or hereafter due or payable with respect to any patent or other right that is based on the **Intellectual Property**; and in and to all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for

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past, present and future infringement of the rights assigned or to be assigned hereunder, as fully and entirely as the same would have been held and enjoyed by **Assignor** if this transfer and assignment had not been made;

AND Assignor hereby authorizes and requests the appropriate governmental officials to issue any and all such United States or foreign country patent or related property right assigned hereunder, to Assignee, as the owner of the entire and exclusive right, title and interest in and to the same;

AND Assignor hereby represents, warrants and covenants that he/she has the full right to convey the interest herein assigned, that he/she has not executed and will not execute any agreement, instrument or assignment in conflict herewith, and that the rights assigned herein are not otherwise encumbered by any grant, license or right;

AND Assignor further covenants and agrees that Assignor will at any time upon request make, execute and deliver without further compensation, any and all other instruments in writing, including further applications, papers, affidavits, power of attorney, assignments, and other documents, and do all lawful acts and things, which, in the opinion of counsel for Assignee, its successors and assigns, may in any country be required or necessary more effectively to secure to and vest in Assignee, its successors and assigns the Intellectual Property, and that Assignor will sign any applications for reissue, division, continuation, continuation-in-part, counterpart, renewal, reexamination, substitute or extension of said Application or any resulting patent or related property right;

AND Assignor further covenants and agrees that **Assignor** will at any time upon request communicate to the **Assignee**, its successors, assigns or other legal representatives any facts relating to the aforesaid **Invention**, **Application** and **Intellectual Property** known to it, and will testify as to the same in any interference, litigation, mediation, arbitration or other proceeding when requested to do so.

IN WITNESS WHEREOF, Assignor has hereunto set his/her/their hand and seal.

( Jully ) Levis Signature

**Dudley J. Perio, Jr.** 3613 Apache Forest Drive Austin, TX 78739-4436

12/01/08 Date of Execution

\*\*\* NOTARIZATION IS PREFERRED, BUT NOT REQUIRED \*\*\*

STATE OF Toxas §
COUNTY OF Ector

BEFORE ME, the undersigned authority, on this day personally appeared **Dudley J. Perio, Jr**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this \_\_\_\_\_\_\_, 2008.

SERGIO ORTIZ
Notary Public, State of Texas
My Commission Expires
August 10, 2011

Notary Public

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RECORDED: 04/15/2009