

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Finning International, Inc.	07/18/2006
<b>RECEIVING PARTY DATA</b>	
Name:	Daniel E. Davis
Street Address:	P.O. Box 949
City:	San Benito
State/Country:	TEXAS
Postal Code:	78586
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Patent Number:	6003252
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(713)623-4846
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	713-623-4844
Email:	tfish@pattersonsheridan.com
Correspondent Name:	William B. Patterson
Address Line 1:	3040 Post Oak Blvd., Suite 1500
Address Line 4:	Houston, TEXAS 77056
ATTORNEY DOCKET NUMBER:	DAVI/0004
NAME OF SUBMITTER:	William B. Patterson
Total Attachments: 18 source=DAVI0004_Mutual_Release_and_Approval_Order#page1.tif source=DAVI0004_Mutual_Release_and_Approval_Order#page2.tif source=DAVI0004_Mutual_Release_and_Approval_Order#page3.tif source=DAVI0004_Mutual_Release_and_Approval_Order#page4.tif source=DAVI0004_Mutual_Release_and_Approval_Order#page5.tif	

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## EXHIBIT "C" TO THE SETTLEMENT AGREEMENT

### MUTUAL RELEASE OF ALL CLAIMS AND LIENS

This Mutual Release of all Claims and Liens is entered into by and among Finning International, Inc. as defined herein ("Finning" ), Daniel E. Davis, ("Davis"); DavCrane, Inc., ("DavCrane"); Davis Pipelayer, Inc. ("DavisPipe") (DavCrane, Davis, and DavisPipe are collectively referred to herein as the "Debtor(s)") and all of these individuals and entities above listed shall hereinafter collectively be referred to as the "Parties", effective as of June 15, 2006, (the "Effective Date") and as part of the Settlement Agreement to which it is attached as Exhibit C:

### RECITALS

The Parties have entered into a Settlement Agreement, subject only to approval of the United States Bankruptcy Court in the jointly administered proceedings more fully described in the Settlement Agreement (the "Bankruptcy Cases"). The term "Debtor(s)" shall refer to each of the Debtors, individually and collectively, and in all capacities, including as pre-petition debtors, post-petition debtors, debtors in possession, reorganized debtors, post-confirmation debtors, and, as may be applicable, chapter 7 debtors.

As a term to, and requirement of, the Settlement Agreement, the Parties shall fully and finally be released of and from all Claims (as defined herein) against each other and Finning shall fully and finally release all Liens (as defined herein).

### TERMS OF RELEASES

NOW THEREFORE, in consideration of the matters set forth above, the Parties hereby covenant, stipulate, acknowledge and agree as follows:

A. "Claims" as used herein shall mean each and every right, debt, obligation, remedy, demand, suits, causes of action, damages, expenses, fees, attorney's fees, interests, or

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costs, whether known or unknown, fixed or contingent, liquidated or unliquidated, whether or not asserted in any prior or pending contested matter, adversary proceeding, civil action, or other lawsuit or arbitration proceeding, or any governmental unit or governmental administrative proceeding, patent proceeding, including, but expressly not limited to, those claims arising from or related to the facts and circumstances, claims and defenses, events and transactions which are the subject matter each of the following:

1. [REDACTED]
  
2. [REDACTED]
  
3. [REDACTED]
  
4. [REDACTED]
  
5. [REDACTED]
  
6. [REDACTED]
  
7. [REDACTED]

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8. [REDACTED]

9. [REDACTED]

10. [REDACTED]

11. [REDACTED]

12. [REDACTED]

13. [REDACTED]

14. [REDACTED]

15. the Collateral Assignment and Security Agreement (Patents) (All Patent Rights) dated July 15, 2002 between Davis and Finning;

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16. [REDACTED]

17. [REDACTED]

18. [REDACTED]

19. [REDACTED]

20. [REDACTED]

(collectively the "Claims")

B. "Liens" as defined herein shall mean all liens, encumbrances, charges, attachments, assignments, collateral assignments, mortgages, financing statements, judgment liens, liens arising by statute or law, liens applicable to real property or personal property, inchoate or choate claims, and specifically including, but not by way of limitation, the following:

1. All Liens arising from all Claims as set out in Section A. 1 through 20 above; and
2. [REDACTED]

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[REDACTED]

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[REDACTED]



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[REDACTED]

**RELEASE OF ALL LIENS AND CLAIMS**

**A. Finning International Release:**

1. In consideration of the Settlement Agreement, Finning International, Inc., and its respective agents, heirs, predecessors in interest, affiliates, successors, assigns, employees, representatives, insurers, executors, administrators and attorneys, do hereby release, acquit, waive, withdraw forgive, and give up and forever discharge Daniel E. Davis, DavCrane, Inc., and Davis Pipelayer, Inc., their respective officers, directors, shareholders, insurers,

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employees, partners, directors, representatives, agents, affiliates, predecessors in interest, successors and assigns, and attorneys, from all Claims and Liens. As specified in the Parties' Settlement Agreement, Finning is receiving or retaining ownership of certain equipment, funds, and real property, and Finning is not releasing its rights to such assets nor to any other rights under the Settlement Agreement or Debtors' Amended Plan of Reorganization.

2. Finning International, Inc. represents and warrants that no other person or entity has or has any interest in the Claims or Liens released in the Settlement Agreement and this Mutual Release, and that they have the sole right and exclusive authority to execute this Settlement Agreement and this Mutual Release, and they have not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims or causes of action referred to herein.

3. Finning International, Inc. agrees to defend, indemnify, and hold harmless the parties hereby released by it from any and all Claims or Liens which may hereafter be asserted by any person, firm, or corporation, claiming by or through Finning International, Inc., based upon, related to, or arising out of the Claims or Liens released in this agreement, other than claims based upon the obligations imposed by the Settlement Agreement, this Mutual Release, or the Debtors' Amended Plan of Reorganization.

### **B. DavCrane, Davis and Davis Pipelayer Release:**

1. In consideration of the Settlement Agreement, Daniel E. Davis, DavCrane, Inc., and Davis Pipelayer, Inc., and their respective agents, heirs, predecessors in interest, affiliates, successors, assigns, employees, representatives (including any Official Committee or Trustee appointed in any of the Bankruptcy cases who might otherwise have or seek standing to prosecute rights now held by the Debtors), insurers, executors, administrators and attorneys, do hereby release, acquit, waive, withdraw forgive, and give up and forever discharge Finning

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International, Inc., and its respective officers, directors, shareholders, insurers, employees, partners, directors, representatives, agents, affiliates, predecessors in interest, successors and assigns, and attorneys, from all Claims and all liens, encumbrances, charges of any type and nature, with respect to the Equipment, funds, deposits, real property, and personal property delivered to Finning as a term and provision of the Settlement Agreement. As specified in the Parties' Settlement Agreement, the Debtors are receiving or retaining ownership of certain equipment and other property, and the Debtors are not releasing their rights to such assets nor to any other rights under the Settlement Agreement or Debtors' Amended Plan of Reorganization.

2. Daniel E. Davis, DavCrane, Inc., and Davis Pipelayer, Inc. represent and warrant that no other person or entity has or has any interest in the Claims or Liens released in the Settlement Agreement and this Mutual Release, and that they have the sole right and exclusive authority to execute this Settlement Agreement and this Mutual Release, and they have not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims or causes of action referred to herein.

3. Daniel E. Davis, DavCrane, Inc., and Davis Pipelayer, Inc. agree to defend, indemnify, and hold harmless the parties hereby released by it from any and all Claims or Liens which may hereafter be asserted by any person, firm, or corporation, claiming by or through Daniel E. Davis, DavCrane, Inc., and Davis Pipelayer, Inc., based upon, related to, or arising out of the Claims or Liens released in this agreement, other than claims based upon the obligations imposed by the Settlement Agreement, this Mutual Release, or the Debtors' Plan of Reorganization .

### **C. Additional Mutual Release by all Parties:**

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1. To the extent not already covered by the prior release language, the Parties, for themselves, their successors and assigns, and any respective officers, directors, managers, employees, and agents, and each of the Debtors, on their own behalf and on behalf of their respective estates (including but not limited to any committee or subsequently appointed trustee)(hereinafter collectively, the "Releasing Parties"), hereby generally, absolutely, and unconditionally waive, release and forever discharge each other Party and each of their respective officers, directors, managers, employees, and agents (collectively, the "Released Parties") from and against any and all actions, causes of action, claims, demands, damages, losses, liabilities, obligations, matters in arbitration, litigation, or other proceedings, and all costs and expenses (including attorneys' fees and litigation costs), of whatever kind or character, including, but not limited to, all matters arising out of statute, common law, contract, tort, regulation, violation of law, or otherwise, whether known or unknown, suspected, or unsuspected, fixed or unfixed, liquidated or unliquidated, direct or indirect, contingent or otherwise, at law or in equity, which each of the Releasing Parties may now have, has ever had, or can, shall, or may hereafter have against the respective Released Parties relating to or on account of any transaction, occurrence, act, or omission through the Effective Date of this Agreement. This additional release language is intended to expand, and not in any way limit, the release of the "Claims" as a defined term herein.

### ADDITIONAL PROVISIONS

1. **Construction.** Each party represents and warrants that it: (i) has been represented by independent legal counsel with respect to the negotiation of this Agreement; (ii) has been advised by legal counsel as to its respective rights and obligations under this Agreement; (iii) and has participated in the review and crafting of this Agreement. No construction of the terms or

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effect of this Agreement shall be made for or against any Party on the basis of such Party's status as insurer or insured or as principal drafter hereof, regardless of whether it or any part of it may be deemed ambiguous. This Mutual Release is an exhibit to and part of the Parties' Settlement Agreement. To the extent that the Settlement Agreement and the Mutual Release conflict in any way, the Settlement Agreement shall control the Parties' rights and obligations.

### 2. **Binding Effect**

2.1. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

2.2. Should any person or entity not a party hereto challenge the validity of this Agreement or any terms hereof, the Parties to this Agreement shall provide to each other such cooperation and assistance as the other Party may reasonably request in order to resist such a challenge. In addition, the Parties to this Agreement shall provide each other such cooperation, assistance and information as they may reasonably require in connection with dismissal of the litigation described as part of the Claims set forth above (the "Litigation").

3. **Entire Agreement.** This Agreement, together with any exhibit hereto, constitutes the entire agreement between the Parties and, except as expressly set forth to the contrary, supersedes all prior written and oral agreements, or understandings with respect to the matters provided for in the Agreement.

4. **Amendment.** This Agreement may not be amended, altered or modified except by a written amendment duly executed by the original Parties or their successors or assigns.

5. **Notice.** Any notice or request required or desired to be given pursuant to this Agreement shall be sufficient if made in writing and sent by first class mail, facsimile, or overnight mail, addressed as identified in the signatures section (or as the Parties subsequently

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may direct in writing), until such time as notice of any change of person to be notified or change of address is forwarded to all Parties.

6. **Waiver.** Neither the waiver of a Party hereto of a breach of or a default under any of the provisions of this Release Agreement, nor the failure of a Party, on one or more occasions, to enforce any of the provisions of this Release Agreement or to exercise any right or privilege hereunder shall thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provisions, rights, or privileges hereunder.

7. **Counterparts.** This Release Agreement may be executed in any number of counterparts via telecopy or facsimile signatures, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Release Agreement shall only become effective upon its execution by all Parties in the manner described in the Parties' Settlement Agreement and upon approval of the United States Bankruptcy Court as provided in the Settlement Agreement.

8. **Each Party to Bear Own Fees.** The Parties to this Agreement shall bear their own attorneys' fees and expenses incurred with regard to the Settlement Agreement and in drafting, reviewing and executing this documents related to performance of this Settlement Agreement.

9. **Cooperation.** Debtors agrees to cooperate reasonably in connection with Finning seeking the refund from the registry of the Court and Finning agrees to cooperate reasonably in connection with the release of all Liens against property of the estate, including by reasonably providing upon request to Finning documents in Finning's possession or additional release documents which may be needed in the pursuit of such complete releases.

10. It is expressly agreed and understood that the terms hereof are contractual and not

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merely recital and that the agreements herein contained and the consideration transferred are to compromise doubtful and disputed claims, avoid litigation, and buy peace, and that no releases or other considerations shall be considered as an admission of wrongdoing, guilt or liability arising out of the events described in the lawsuit (whether by claim or counterclaim), all liability being expressly denied by the parties to this agreement, and that this Compromise and Settlement Agreement and Mutual Release shall never be used as evidence of wrongdoing, guilt or liability of the parties hereby released, and any suit, claim or cause of action whatsoever.

11. By their signatures below, the PARTIES warrant and represent that they have read all of this Compromise and Settlement Agreement and Mutual Release and fully understand it to be a compromise and settlement and release of all claims, obligations, or commitments, save and except those which are set forth in this agreement.

Further, in executing this Compromise and Settlement Agreement and Mutual Release, the undersigned represent that they have relied upon the legal advice of their attorneys, and that the terms of this Compromise and Settlement Agreement and Mutual Release have been reviewed with them by their attorneys, and that those terms are fully understood and voluntarily accepted by the PARTIES to this agreement.

**IN WITNESS HEREOF**, the Parties, by their duly authorized representatives, have caused this Agreement to be duly executed as of the date set forth, effective June 15, 2006 with the respective signatures below:

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DEBTOR(S)  
Daniel E. Davis  
DavCrane, Inc.  
Davis Pipelayer, Inc.

By: \_\_\_\_\_  
Daniel E. Davis  
Title: individually, and as President and CEO  
Of DavCrane, Inc., and Davis Pipelayer, Inc.

FINNING INTERNATIONAL, INC.

By:   
Its Vice-President

**PARTIES' ACKNOWLEDGMENTS**

THE STATE OF TEXAS    §  
                                  §  
COUNTY OF CAMERON   §

BEFORE ME, the undersigned authority, on this day personally appeared Daniel E. Davis, known to me to be the person whose name is subscribed to the foregoing Settlement Agreement and states that he understands the foregoing Agreement, and that he has executed it in the capacity and for the purposes and consideration set forth therein.

ACKNOWLEDGED BEFORE ME, the undersigned authority, on 2006, to certify which witness my hand and seal of office.

\_\_\_\_\_  
Notary Public, State of Texas



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FINNING INTERNATIONAL, INC.

By: [Signature]  
Name: D. Doel Harold  
Title: V.P. Finance

Province  
THE STATE OF Alberta  
§  
~~COUNTY OF~~ §

BEFORE ME, the undersigned authority, on this day personally appeared D. Doel Harold, in his capacity as V.P. Finance and authorized agent for execution of this Settlement Agreement on behalf of Finning International, Inc., known to me to be the person whose name is subscribed to the foregoing Settlement Agreement and states that he understands the foregoing Agreement, and that he has executed it in the capacity and for the purposes and consideration set forth therein, and that he is authorized to do so on behalf of Finning International, Inc.

ACKNOWLEDGED BEFORE ME, the undersigned authority, on July 18, 2006 2006, to certify which witness my hand and seal of office.

[Signature]  
Notary Public, State of Province of Alberta

**STEVEN N. MANDZIUK**  
**BARRISTER AND SOLICITOR**

Canada

7-14-06  
#384

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF TEXAS  
BROWNSVILLE DIVISION

IN RE: DAVCRANE, INC.,	§	
	§	
IN RE: DANIEL E. DAVIS	§	CHAPTER 11 NO. 04-11507-B-11
	§	
IN RE: DAVIS PIPELAYER, INC.	§	Administratively Consolidated Proceedings

**ORDER APPROVING COMPROMISE AND SETTLEMENT BETWEEN DEBTORS  
AND FINNING INTERNATIONAL, INC.**

Came on to be considered the Joint Motion Approving Compromise and Settlement between Davcrane, Inc., Daniel E. Davis and Davis Pipelayer, Inc. ("Debtors") with Finning International, Inc. (the "Motion"), and the Court having reviewed the pleadings, and hearing arguments if applicable, finds that notice of the motion and this hearing were appropriate, that no objections were filed, and that the motion should be GRANTED. Therefore it is

ORDERED that the Settlement Agreement and Mutual Releases between Debtors and Finning International, Inc. attached to the Motion is hereby APPROVED within the terms stated in the Settlement Agreement and Mutual Releases. It is further

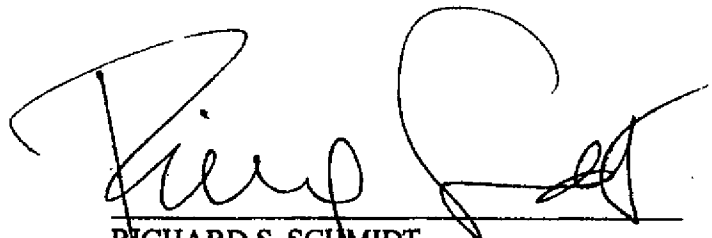
ORDERED, that pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure, the parties' settlement is approved as a fair and reasonable resolution of the disputes and issues among the parties. It is further

ORDERED, that the Parties are to exchange final settlement documentation in the following manner, and the Parties hereby agree to comply with such final execution and exchange of the documents involved with the Settlement Agreement attached to the Motion. After this Bankruptcy Court Order approving the Settlement Agreement becomes a Final Order (as defined in Part IV of the Settlement Agreement), in which it authorizes the Parties to execute and deliver originals of the Settlement Agreement and all other settlement documentation

referred to therein (collectively, the "Settlement Documentation") and to pay all funds or deliver possession of the property necessary to consummate the transactions contemplated by the Settlement Agreement, the Parties shall then execute and exchange all of the Settlement Documentation within ten (10) calendar days of the date on which this Order approving the Settlement Agreement becomes a Final Order. The exchange of the Settlement Documentation shall be accomplished by having each party, through counsel, forward executed original documents to opposing counsel, and each Party's counsel shall hold all such documents in trust until they in turn forward their Party's signed original documents to opposing counsel. Transfer of the original documents shall be accomplished by an overnight courier service that tracks its deliveries, such as Federal Express or United Parcel Service. If either Party fails to deliver its signed Settlement Documentation timely, the other Party may enforce the Parties' settlement and final execution of the Settlement Documentation by seeking an order from the Bankruptcy Court compelling compliance with and enforcement of the settlement and the Court's Order approving same. It is further

[REDACTED]

SIGNED: July 12, 2006



RICHARD S. SCHMIDT  
UNITED STATE BANKRUPTCY JUDGE

**ORDER SUBMITTED & ENTRY REQUESTED BY:**

Shelby A. Jordan  
State Bar No. 11016700; Admissions No. 2195  
Michael J. Urbis  
State Bar No. 20414130; Admission No. 15132  
**Jordan, Hyden, Womble, Culbreth, & Holzer, P.C.**  
500 North Shoreline, Suite 900  
Corpus Christi, Texas 78471  
Telephone: (361) 884-5678  
Telecopier: (361) 888-5555  
COUNSEL FOR THE DEBTORS

Jeffery R. Koch  
Texas Bar No. 11645250  
2400 Two Houston Center  
909 Fannin Street  
Houston, Texas 77010  
(713) 646-5593 (Telephone)  
(713) 752-0337 (Facsimile)  
ATTORNEYS FOR FINNING INTERNATIONAL INC.