

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
KIM NUTLEY	07/15/2009
BRIAN NUTLEY	07/15/2009
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SWELLTEC LIMITED
<b>Street Address:</b>	WEATHERFORD HOUSE
<b>Internal Address:</b>	LAWSON DRIVE
<b>City:</b>	DYCE, ABERDEEN
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	AB21 0DR
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	12470412
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(832)446-2452
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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<b>Address Line 1:</b>	20333 SH 249 6th Floor
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<b>ATTORNEY DOCKET NUMBER:</b>	205-0160US
<b>NAME OF SUBMITTER:</b>	Billy C. Allen III
<b>Total Attachments: 2</b> source=12470412_Assignment#page1.tif source=12470412_Assignment#page2.tif	

CH \$40.00 12470412

**ASSIGNMENT FOR APPLICATION FOR PATENT**

WHEREAS:

Names and Addresses of Inventors:

1) **KIM NUTLEY**  
**19 Cairn Seat**  
**Inverurie, ABERDEENSHIRE AB51 5JH**  
**UK**

2) **BRIAN NUTLEY**  
**9 Grandholm Gardens**  
**Grandholm Village,**  
**Bridge of Don, ABERDEEN AB22 8AG**  
**UK**

(hereinafter referred to as Assignors), have invented a certain invention entitled:

**DOWNHOLE APPARATUS WITH A SWELLABLE SUPPORT STRUCTURE**

- is to be filed herewith
- was filed on May 21, 2009, now bearing U.S. Serial Number 12/470,412 and for which a Declaration was executed by INVENTOR on the date(s) below; and

WHEREAS, Swelltec Limited, a corporation of the United Kingdom, having a place of business at Weatherford House, Lawson Drive, Dyce, Aberdeen, AB21 0DR, United Kingdom (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said application (hereinafter referred to as Application), and the invention disclosed therein (hereinafter referred to as Invention), and in and to all embodiments of the Invention, heretofore conceived, made or discovered by said Assignors, and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter referred to as Patents) thereon granted in any and all countries and groups of countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignors to have been received in full from said Assignee:

1. Said Assignors hereby sell, assign, transfer and convey to Assignee the full and exclusive right, title and interest (a) in and to said Application and said Invention; (b) in and to all rights to apply for patents on said Invention in any and all countries pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all Applications filed and any and all Patents granted on said Invention in any and all countries and groups of countries, including each and every Application filed and each and every Patent granted on any application which is a division, substitution, or continuation of said Application; and (d) in and to each and every reissue or extension of any of said Patents.

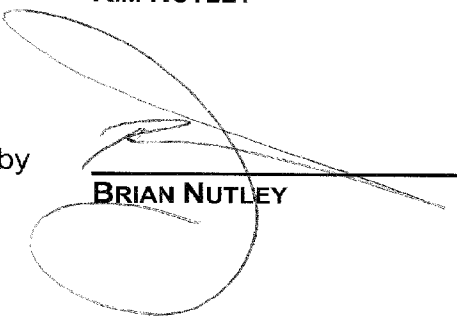
2. Said Assignors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest to said Invention herein conveyed in any and all countries and groups of countries. Such cooperation by said Assignors shall include prompt production of pertinent facts and documents, giving testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Invention; (d) for filing and prosecuting applications for reissuance of any of said Patents; (e) for interference or other priority proceedings involving said Invention; and (f) for legal proceedings involving said Invention and any application therefore and any Patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Assignors in providing such cooperation shall be paid for by said Assignee.

3. The term and covenants of this agreement shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Assignors, their respective heirs, legal representatives and assigns.

4. Said Assignors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Assignors have executed and delivered this instrument to said Assignee on the dates indicated below.

1) Executed on 15 JULY 09 by   
KIM NUTLEY

2) Executed on 15 JULY 09 by   
BRIAN NUTLEY

(Assignment ends with this page)