

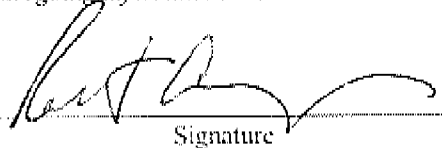
SUBSTITUTE FORM PTO 1595
1-31-92

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Stable Services Limited		2. Name and address of receiving party(ies): Paradigm Oilfield Services Limited 7 Queen's Terrace Aberdeen AB10 1XL United Kingdom	
Additional name(s) of conveying party(ies) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Additional name(s) & addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of Conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:			
Execution Date: <i>21 October 2009</i>			
4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is			
A. Patent Application No.(s)		B. Patent No. (s) 5,697,460	
Additional numbers attached <input type="checkbox"/> Yes <input type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed: Robert E. Cannuscio, Esq. Drinker Biddle & Reath LLP One Logan Square 18 th & Cherry Streets Philadelphia, PA 19103-6996 Attorney Docket No.: 36290-141473		6. Total number of applications and patents involved: 1	
		7. Total fee (37 CFR 3.41) \$ <u>40.00</u> <input type="checkbox"/> Enclosed herewith is a check <input checked="" type="checkbox"/> authorized to be charged to deposit account	
		8. Deposit Account Number: 50-0573	
DO NOT USE THIS SPACE			
9. <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i>			
Robert E. Cannuscio Name of Person Signing		 Signature	
		March 17, 2010 Date	
Total number of pages including cover sheet, attachments, and document: <u>6</u>			
OMB No. 0651-0011 (exp. 4/94)			
Do not detach this portion			
Mail documents to be recorded with required cover sheet information to:			
Mail Stop Assignment Recordation Services Director U.S. Patent and Trademark Office P. O. Box 1450 Alexandria, VA 22313-1450			

CH \$40.00 500573 5697460

D&W**ASSIGNATION**

by

STABLE HOLDINGS LIMITED (In Administration)

and

STABLE SERVICES LIMITED (In Administration)

and

STABLE LEASING LIMITED (In Administration)

and

HOLSCO LIMITED (In Administration)

and

THE ADMINISTRATORS

and

PARADIGM OILFIELD SERVICES LIMITED

191 West George Street
Glasgow G2 2LD

Tel 0141 222 2200
Fax 0141 222 2201

Saltire Court
20 Castle Terrace
Edinburgh EH1 2EN

Tel 0131 228 8000
Fax 0131 228 8888

Northwest Wing, Bush House
Aldwych
London WC2B 4EZ

Tel 0207 240 2401
Fax 0207 240 2448

www.dundas-wilson.com

PATENT**REEL: 024091 FRAME: 0309**

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ASSIGNATION

among

STABLE HOLDINGS LIMITED (In Administration), a company incorporated under the Companies Acts (No. SC308560) and having its Registered Office at PricewaterhouseCoopers LLP, 32 Albyn Place, Aberdeen AB10 1YL (hereinafter called **Holdings**);

and

STABLE SERVICES LIMITED (in Administration), a company incorporated under the Companies Acts (No. SC080026) and having its Registered Office at PricewaterhouseCoopers LLP, 32 Albyn Place, Aberdeen AB10 1YL (hereinafter called **Services**);

and

STABLE LEASING LIMITED (in Administration), a company incorporated under the Companies Acts (No. SC315446) and having its Registered Office at PricewaterhouseCoopers LLP, 32 Albyn Place, Aberdeen AB10 1YL (hereinafter called **Leasing**);

and

HOLSCO LIMITED (in Administration), a company incorporated under the Companies Acts (No. SC197724) and having its Registered Office at PricewaterhouseCoopers LLP, 32 Albyn Place, Aberdeen AB10 1YL (hereinafter called **Holsco**);

each of Holdings, Services, Leasing and Holsco acting through their Joint Administrators, John Bruce Cartwright and Laurie Katherine Manson, both of PricewaterhouseCoopers LLP, 32 Albyn Place, Aberdeen appointed by virtue of a Notice of Appointment by each of Holdings, Services Leasing and Holsco each dated 31 July 2009 and filed at the Court of Session on 3 August 2009 (hereinafter called **the Administrators**);

and

THE ADMINISTRATORS in their capacity as joint Administrators of the Assignor

and

PARADIGM OILFIELD SERVICES LIMITED, a company incorporated under the Companies Acts (No. SC958773) and having its Registered Office at 7 Queen's Terrace, Aberdeen, AB10 1XL (hereinafter called **the Assignee**)

WHEREAS:

The Assignor (as hereinafter defined) has agreed to sell to the Assignee and the Assignee has agreed to purchase whatever right, title and interest the Assignor has in and to the Intellectual Property (as hereinafter defined) on the terms and conditions as set out in this Assignment.

IT IS HEREBY AGREED as follows:

1. INTERPRETATION

In this Assignment :-

- 1.1 The following words and expressions shall have the following meanings unless the context otherwise requires:-

Assignor means all of Holdings, Services, Leasing or Holsco or any of them as the context may require;

Business Day means a day other than a Saturday or Sunday on which the Bank is open for business in Aberdeen and **Business Days** shall be construed accordingly;

Completion Date means 22 October 2009;

Domain Names means the domain names, brief particulars of which are set out in Part 3 of the Schedule;

Intellectual Property means, subject always to the rights of any third parties in relation thereto, all copyrights, logos, get-ups, devices, patents, patent licensing agreements, designs, drawings, trading names, trademarks, registered designs, unregistered design rights, domain names and other intellectual property rights (whether registered or unregistered) owned by the Seller or to which the Seller has beneficial and unencumbered right as at the Completion Date, including (but not limited to) the Trade Marks, The Patents, Registered Designs and the Domain Names;

Patents means the patents, brief particulars of which are set out in Part 2 of the Schedule:

Registered Designs means the registered designs, brief particulars of which are set out in Part 4 of the Schedule;

Schedule means the Schedule which is annexed hereto and which forms part of this Assignment; and

Trade Marks means the trade marks, brief particulars of which are set out in Part 1 of the Schedule.

- 1.2 References to any of the parties hereto shall include their respective successors in title and permitted assignees.
- 1.3 The provisions of the Interpretation Act 1978 with respect to interpretation and construction shall apply *mutatis mutandis*.
- 1.4 Headings are for convenience only and shall not be construed as forming part of this Assignment or be taken into account in the interpretation hereof.
- 1.5 References to recitals, clauses, sub-clauses and the Schedule shall be construed as references to recitals, clauses, sub-clauses of and the Schedule to this Assignment unless the context otherwise requires.
- 1.6 References to any section of, or part of, or schedule to, any Act of Parliament shall include any re-enactment or modification thereof provided that the provisions of this sub-clause shall in no circumstances extend any liability beyond that which would exist as at the date hereof in respect of any existing Act of Parliament.

2. ASSIGNATION

In consideration of the sum of TEN THOUSAND POUNDS (£10,000) STERLING paid by the Assignee to the Assignor (receipt of which the Assignor hereby acknowledges), the Assignor hereby assigns to the Assignee with effect from the Completion Date (but only to the extent that all or any of or any part thereof is capable of assignment) whatever right, title and interest the Assignor has in and to the Intellectual Property, in each case for the full term of the rights comprised therein (including all renewals thereof and extensions thereto) and, without prejudice to the generality of the foregoing, all statutory and common law rights attaching thereto and the right to sue for and to retain damages obtained as a result of past infringements, but subject always to the rights of any third parties in respect of any part(s) thereof.

3. FURTHER ASSURANCES

- 3.1 At the Assignee's request and at its expense (such request to be made within six months of the date of this Assignment otherwise the obligations of the Assignor

contained in this Clause 3 shall unconditionally lapse and be of no further force and effect) the Assignor shall, during such period of six months, use its reasonable endeavours (such obligation not to include any monetary cost to the Assignor and/or the Administrators of whatsoever nature and howsoever arising) to execute all such deeds and documents and perform all such acts and things as the Assignee may from time to time reasonably require (but only to the extent that the Assignor and/or the Administrators, as the case may be, are able or capable of so executing and/or performing, as the case may be) for the purposes of effecting:-

- 3.1.1 the registration of this Assignment, where appropriate; and/or
 - 3.1.2 the vesting of the Assignor's whole right, title and interest in and to the Intellectual Property in the Assignee together with the full benefit of this Assignment.; and/or
 - 3.1.3 the reinstatement where possible of any Patents that have been allowed to lapse; and/or
 - 3.1.4 the transfer of the registration of the Patents from the inventors into the name of the Assignors.
- 3.2 The Assignee agrees to indemnify and keep indemnified on demand the Assignor and/or the Administrators and each of them against all reasonable costs, claims, demands and liabilities arising in connection with the terms of and/or implementation of the provisions of Clause 2 (including, without limitation, in respect of the breach of any rights of third parties in respect thereof) and/or the Assignor discharging its obligations in terms of Clause 3.1.

4. EXCLUSION OF REPRESENTATIONS AND WARRANTIES

- 4.1 In accepting this Assignment, the Assignee acknowledges and agrees that all representations, warranties and conditions, express or implied, statutory or otherwise (including, without limitation, warranties and representations as to right, title or interest) in respect of the Intellectual Property or any part thereof are hereby expressly excluded.
- 4.2 Nothing in this Assignment is to require the Assignor and/or the Administrators to discharge in whole or in part any liability of the Assignor outstanding at the time of the Administrators' appointment.

5. EXCLUSION OF LIABILITY

5.1 In accepting this Assignment the Assignee acknowledges and confirms:-

5.1.1 that the Administrators contract solely as agents of the Assignor and shall incur no personal liability of whatsoever nature (whether directly or indirectly, express or implied) and howsoever arising including without prejudice to the foregoing generality, personal liability in respect of any action or actions of whatsoever nature and howsoever arising in pursuance of the Assignor's rights and/or obligations under this Assignment and whether such claim is formulated in contract and/or tort or by reference to any other remedy or right, and in whatever jurisdiction or forum;

5.1.2 that no claim which may be or become competent to the Assignee arising directly or indirectly from this Assignment (or under any deed or other document executed in consequence hereof or on or under any associated or collateral agreement or arrangement) will lie against the Administrators personally and the Administrators shall be entitled at any time to have any such deeds, documents or others amended to include an exclusion of personal liability in terms of this Clause 5; and

5.1.3 that any personal liability of the Administrators which would in terms of the Insolvency Act 1986 arise but for the provisions of this Clause 5 is hereby expressly excluded.

5.2 The Administrators have joined in as parties to this Assignment solely for the purpose of obtaining the benefit of the provisions of this Clause 5 and any other provisions in this Assignment in their favour.

5.3 Nothing in this Assignment shall constitute a waiver of any right of the Administrators to be indemnified, or to exercise a lien, whether under the provisions of the Insolvency Act 1986 or otherwise howsoever.

5.4 For the purpose of this Clause 5, references to "the Administrators" where the context so permits shall mean and include their present and future firm or firms, partners and employees, and any legal entity or partnership using in its name the words "PricewaterhouseCoopers", and the partners, shareholders, officers and employees of any such entity or partnership.

6. CONTINUING FORCE AND EFFECT

This Assignment shall insofar as it remains to be performed after the date hereof continue in full force and effect.

7. NOTICE

7.1 All notices, requests, demands or other communications by the respective parties may be served by Recorded Delivery Post, personally or by fax to the parties respective addresses hereinstated (in the case of the Assignor and the Administrators to the Administrators at their offices at PricewaterhouseCoopers LLP, 32 Albyn Place, Aberdeen AB10 1YL) or to such other addresses as they may respectively from time to time notify to the other parties.

7.2 Any such notice, request, demand or communication shall:-

7.2.1 if delivered personally be deemed to have been received at the time of delivery or if delivery is not on a Business Day or is made outwith normal business hours on a Business Day, on the Business Day following such delivery;

7.2.2 if given by Recorded Delivery Post be deemed to have been received on the second Business Day occurring after the date of posting; and

7.2.3 if sent by fax be deemed to have been received on the date of transmission or if said transmission is not on a Business Day or is made outwith normal business hours on a Business Day, on the Business Day following such transmission provided that an affirmative transmission report of such fax is obtained.

8. COSTS AND EXPENSES

Each party shall be responsible for its own costs and expenses of, in connection with or incidental to, this Assignment and the assignment of the Intellectual Property contemplated hereunder. The Assignee shall be liable for any stamp duty payable on or in relation to this Assignment and any document produced with a view to, or for the purposes of, carrying this Assignment into effect.

9. **WAIVERS**

No failure or delay by the Assignor or the Administrators in exercising any right, power or privilege hereunder shall operate as a waiver thereof or prejudice any other or further exercise by them of any of their rights or remedies hereunder.

10. **LEX LOCI**

This Assignment shall be governed and construed in all respects in accordance with the Law of Scotland.

11. **PROROGATION OF JURISDICTION**

The parties hereto, insofar as not already subject thereto, hereby prorogate the non-exclusive jurisdiction of the Scottish Courts.

IN WITNESS WHEREOF these presents consisting of this and the 6 preceding pages are, together with the Schedule executed as follows:-

SIGNED for and on behalf of the said
PARADIGM OILFIELD SERVICES LIMITED

at ABERDEEN

on the 21st

day of October

Two Thousand and nine

by FRASER INNES

one of its Directors in the presence of this
witness:-

RL

Witness

ROSS CAIR

Full Name

66 QUEEN'S

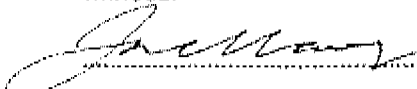
Address

ROAD, ABERDEEN

9

SIGNED for and on behalf of the said
 STABLE SERVICES LIMITED (in
 Administration)
 at GLASGOW
 on the 21st
 day of OCTOBER
 Two Thousand and Nine
 by LAVIE KIMMUNE MANSION
 one of the Administrators (without incurring
 personal liability on the part of either of the
 Administrators) in the presence of this
 witness:-

LK Mansh

 Witness

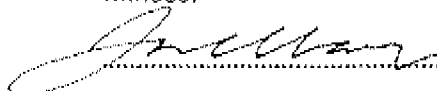
J. NELLANY Full Name

191 WEST GEORGE Address

STREET, GLASGOW

SIGNED for and on behalf of the said
 STABLE HOLDINGS LIMITED (in
 Administration)
 at GLASGOW
 on the 21st day of OCTOBER
 Two Thousand and Nine
 by LAVIE KIMMUNE MANSION
 one of the Administrators (without incurring
 personal liability on the part of either of the
 Administrators) in the presence of this
 witness:-

LK Mansh

 Witness

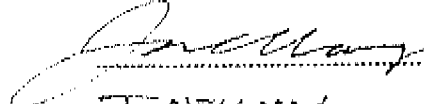
J. NELLANY Full Name

191 WEST GEORGE Address

STREET, GLASGOW

10

SIGNED for and on behalf of the said
STABLE LEASING LIMITED (in
Administration)
at GLASGOW
on the 21st day of OCTOBER
Two Thousand and Nine
by LAUREL KATHARINE MANSION
one of the Administrators (without incurring
personal liability on the part of either of the
Administrators) in the presence of this
witness:-

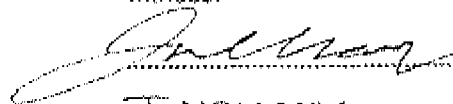
 Witness

J. NELLAMY Full Name

191 WEST GEORGE Address

STREET, GLASGOW

SIGNED for and on behalf of the said
HOLSCO LIMITED (in Administration)
at GLASGOW
on the 21st day of OCTOBER
Two Thousand and Nine
by LAUREL KATHARINE MANSION
one of the Administrators (without incurring
personal liability on the part of either of the
Administrators) in the presence of this
witness:-

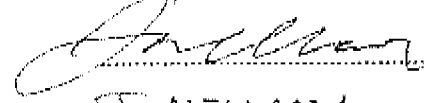
 Witness

J. NELLAMY Full Name

191 WEST GEORGE Address

STREET, GLASGOW

SIGNED by LAUREL KATHARINE MANSION
for and on behalf of the Administrators
(without incurring personal liability on the
part of either of the Administrators) at GLASGOW
on the 21st day of OCTOBER
Two Thousand and Nine
in the presence of this witness:-

 Witness

J. NELLAMY Full Name


191 WEST GEORGE Address

STREET, GLASGOW

This is the Schedule referred to in the foregoing Assignment among, Stable Holdings Limited (in Administration), Stable Services Limited (in Administration), Stable Leasing Limited (in Administration), Holco Limited (in Administration), Paradigm Oilfield Services Limited and the Administrators.

SCHEDULE

PART 1 - TRADE MARKS

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	Murphy/No. File No.
EPGP	Word	Stable Services Limited	European Community	6 7 37 42	REGISTERED	01/04/1996	01/04/2016	603205482	603205482	19982A
FOOTPRINT	Word	Stable Services Limited	European Community	7 37 42	REGISTERED	08/03/2006	08/03/2016	604327805	604327805	134166.EU.017/4166.EU
FOOTPRINT	Word	Stable Services Limited	Norway	7 37 42	REGISTERED	21/03/2006	14/12/2015	200503648	230123	134166.NO.017/4166.NO
FOOTPRINT	Word	Stable Services Limited	United States	7	REGD-DEC USE	10/03/2006	22/01/2013	78/584172	3372559	134166.US.017/4166.US
K-BAND	Word	STABLE SERVICES LIMITED	Norway	6 7 37	REGISTERED	02/05/2006	06/03/2017	200604600	236216	134627.NO.017/4627.NO
K-BAND	Word	STABLE SERVICES LIMITED	United Kingdom	6 37	REGISTERED	31/10/2006	31/10/2016	2405263	2405263	134627.GB.017/4627.GB
K-BAND	Word	Stable Services Limited	Norway	6 7 37	REGISTERED	02/05/2006	06/03/2017	200604612	236219	134627.NO.017/4627.NO
K-BAND	Word	STABLE SERVICES LIMITED	United Kingdom	6 37	REGISTERED	31/10/2006	31/10/2016	2405264	2405264	134627.GB.017/4627.GB
STABLE	Word	Stable Services Limited	European Community	37 42	REGISTERED	01/04/1996	01/04/2016	603205524	603205524	17773A
Stable Holdings Limited	Word	Stable Holdings Limited			UNREGISTERED					
Stable Leasing Limited	Word	Stable Leasing Limited			UNREGISTERED					
Holco Limited	Word	Holco Limited			UNREGISTERED					
Stable Dual	Word	Stable Services Limited			UNREGISTERED					
Stable Roller	Word	Stable Services Limited			UNREGISTERED					
Cone Hole	Word	Stable Services Limited			UNREGISTERED					
Opener	Word	Stable Services Limited			UNREGISTERED					
Stable Blade	Word	Stable Services Limited			UNREGISTERED					
Stable BGA	Word	Stable Services Limited			UNREGISTERED					
Hydraulic Drive	Word	Stable Services Limited			UNREGISTERED					
Form	Word	Stable Services Limited			UNREGISTERED					
Stable Beam	Word	Stable Services Limited			UNREGISTERED					
	Logo	Stable Services Limited			UNREGISTERED					

100WAP000000PRACTICE100587724

Dundas & Wilson

PATENT

REEL: 024091 FRAME: 0320

PART 2 - PATENTS

Country	Status	App. No.	Publ/Grant No.	Priority Date	Filing Date	Granted Date	Renewal Date
Norway	GRANTED	10954596	307621	15/05/1993	09/05/1994	02/05/2000	31/05/2010
United Kingdom	GRANTED	94914498.4	0697058B	15/05/1993	09/05/1994	05/02/1997	31/05/2010
United Kingdom	GRANTED	0605092.6	2424234B	14/03/2005	14/03/2006	16/10/2008	31/03/2010
United Kingdom	GRANTED	0606075.6	2446085B	14/03/2005	14/03/2006	22/04/2009	31/03/2010
United Kingdom	GRANTED	0005093.4	2424235B	14/03/2005	14/03/2006	19/11/2008	31/03/2010
United Kingdom	PENDING	0620022.5	2431564	21/10/2005	23/10/2006	N/A	N/A
United Kingdom	PENDING	0902253.4	N/A	12/02/2009	12/02/2009	N/A	N/A
United States	PENDING	12/367882	N/A	12/02/2009	19/02/2009	N/A	N/A

Granted Patents (abandoned)

Country Code	Grant Number	Renewal Date	IP Holder/ Applicant	IP Title	Estimated Renewal Cost £
Canada	2162698	09/05/2009	Stable Services Limited	"Improvements in or Relating to Drill Pipe"	1,36.00
Australia	678829	09/05/2009	Stable Services Limited	"Improvements in or Relating to Drill Pipe"	1,346.00
Sweden	0697058B	31/05/2009	Stable Services Limited	"Improvements in or Relating to Drill Pipe"	836.00
Netherlands	0697058B	31/05/2009	*Arthur Deacey Stewart and Karl Schmidt	"Improvements in or Relating to Drill Pipe"	2,113.00
Italy	0697058B	31/05/2009	*Arthur Deacey Stewart and Karl Schmidt	"Improvements in or Relating to Drill Pipe"	1,115.00
Denmark	0697058B	31/05/2009	Stable Services Limited	"Improvements in or Relating to Drill Pipe"	1,112.00
Spain	0697058B	31/05/2009	*Arthur Deacey Stewart and Karl Schmidt	"Improvements in or Relating to Drill Pipe"	1,174.00
Ireland	0697058B	31/05/2009	Stable Services Limited	"Improvements in or Relating to Drill Pipe"	217.00
United States	5697460	16/06/2009	Stable Services Limited	"Drill Pipe for Directional Drilling"	2,127.00
Germany	0697058B	31/05/2009	Stable Services Limited	"Improvements in or Relating to Drill Pipe"	2,146.00
France	0697058B	31/05/2009	Stable Services Limited	"Improvements in or Relating to Drill Pipe"	713.00
Austria	0697058B	31/05/2009	Stable Services Limited	"Improvements in or Relating to Drill Pipe"	1,130.00

*Patent owned by Stable Services Limited - change of ownership recordal required in national IP office

PART 3 – DOMAIN NAMES

Domain Name	Registrant
<u>www.stable-services.com</u>	Stable Services Limited

PART 4 - REGISTERED DESIGNS

Design	Proprietor	Country	Status	Filing Date	Granted Date	Renewal Date	Estimate of Cost of Renewal £
FOOTPRINT (SHAPE)	Stable Services Limited	United Kingdom	REGISTERED	12/03/2005	13/07/2006	12/03/2010	391.00
FOOTPRINT (DRILLSHOE)	Stable Services Limited	United Kingdom	REGISTERED	12/03/2005	13/07/2006	12/03/2010	391.00
FOOTPRINT (INTERCHANGEABLE BLADE)	Stable Services Limited	United Kingdom	REGISTERED	12/03/2005	13/07/2006	12/03/2010	391.00

DUNDAS & WILSON PRACTICE

Dundas & Wilson