

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
W.W. Offshore, Inc.	03/01/2010
RECEIVING PARTY DATA	
Name:	Cress Specialty Company, LLLP
Street Address:	526 Kingwood Drive
Internal Address:	#311
City:	Kingwood
State/Country:	TEXAS
Postal Code:	77339
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10214876
CORRESPONDENCE DATA	
Fax Number:	(713)375-3993
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	713.375-3911
Email:	jayne.cronin@nov.com
Correspondent Name:	JAYNE CRONIN
Address Line 1:	7909 Parkwood Circle Drive
Address Line 4:	Houston, TEXAS 77036
ATTORNEY DOCKET NUMBER:	CRESS1
NAME OF SUBMITTER:	JAYNE CRONIN
Total Attachments: 2 source=CRESSfmWWO#page1.tif source=CRESSfmWWO#page2.tif	

CH \$40.00 10214876

PURCHASE AND SALE OF BUSINESS AGREEMENT

THIS PURCHASE AND SALE OF BUSINESS AGREEMENT (the "Agreement") made and entered into this 1st day of MARCH, 2010 (the "Execution Date"),

BETWEEN:

W.W. Offshore, Inc. of 12618 Ivyforest Dr., Cypress, TX 77429
(the "Seller")

and

Cress Specialty Company, LLLP of 526 Kingwood Dr., #311, Kingwood, TX 77339
(the "Purchaser")

BACKGROUND:

1. The Seller is W.W. Offshore, Inc. of 12618 Ivyforest Dr., Cypress, TX 77429 (the "Corporation"), which carries on the business of drilling product sales under the operating name W.W. Offshore, Inc. in the State of Texas.
2. The Seller owns the assets of the Corporation and desires to sell certain assets (the "Assets"), to the Purchaser, subject to any exclusions set out in this Agreement and the Purchaser desires to buy the Assets.

IN CONSIDERATION of the provisions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the parties agree as follows:

1. Definitions

1. The following definitions apply in the Agreement:

- a. The "Assets" to be included in this Agreement include all assets of the Corporation. There are no excluded assets. The Assets consist of the following:
 - i. U.S. Patent Application No. 10/214,876 Pneumatic Reset Relief Valve.
- b. "Closing" means the completion of the purchase and sale of the Assets as described in this Agreement by the payment of agreed consideration, and the transfer of title to the Assets.
- c. "Parties" means both the Seller and the Purchaser and "Party" means any one of them.

2. Sale

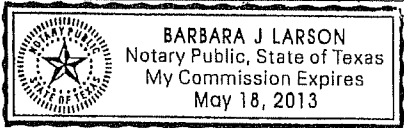
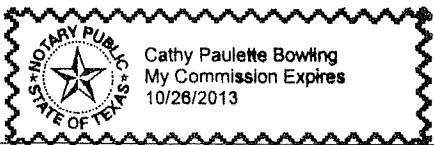
2. Subject to the terms and conditions of this Agreement, and in reliance on the representations, warranties, and conditions set out in this Agreement, the Seller agrees to sell the Assets to the Purchaser and the Purchaser agrees to purchase the Assets from the Seller. This sale and related Payment are subject to the Purchaser's sale and receipt for payment of the Assets to 3rd Party.

49. This Agreement will pass to the benefit of and be binding upon the Parties' respective heirs, executors, administrators, successors, and permitted assigns.
50. The clauses, paragraphs, and subparagraphs contained in this Agreement are intended to be read and construed independently of each other. If any part of this Agreement is held to be invalid, this invalidity will not affect the operation of any other part of this Agreement.
51. All of the rights, remedies and benefits provided in this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law or equity.
52. Time is of the essence in this Agreement.
53. This Agreement may be executed in counterparts.
54. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.
55. Assignment of Patent by Chris White and Richard D. Williams included as Attachment.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this

1st day of March, 2010.

Barbara J Larson

	W.W. Offshore, Inc. (Seller) Per: <i>[Signature]</i>
	<i>[Signature]</i> Cress Specialty Company, LLLP (Purchaser)

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