

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Durham Pipeline Technology Limited	11/19/2009
RECEIVING PARTY DATA	
Name:	Genesis Oil and Gas Consultants Ltd.
Street Address:	262 High Holborn
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	WC1V 7NA
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7398736
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ATTORNEY DOCKET NUMBER:	1124-2
NAME OF SUBMITTER:	Jack Schwartz
Total Attachments: 25 source=1124-2_Assignment#page1.tif source=1124-2_Assignment#page2.tif source=1124-2_Assignment#page3.tif source=1124-2_Assignment#page4.tif	

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DATED 19th November 2009

DURHAM PIPELINE TECHNOLOGY LIMITED (In Administration)

and

THE ADMINISTRATORS

and

GENESIS OIL AND GAS CONSULTANTS LTD

AGREEMENT

for the acquisition of certain assets of

Durham Pipeline Technology Limited (in administration)

Agreed time of completion 12.02 am/pm



DICKINSON DEES

Dickinson Dees LLP

St Ann's Wharf 112 Quayside Newcastle upon Tyne NE1 3DX

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THIS AGREEMENT dated *19th November 20* 2009 is made BETWEEN:-

- (1) DURHAM PIPELINE TECHNOLOGY LIMITED (In Administration) (CN 4208985) whose registered office is at Neilson Road, Gateshead, Tyne and Wear, NE10 0EW (the "Seller") acting by its joint administrators Gordon Smythe Goldie and Allan David Kelly of Tait Walker, Bulman House, Regent Centre, Gosforth, Newcastle upon Tyne, NE3 3LS (the "Administrators"); and
- (2) GENESIS OLI AND GAS CONSULTANTS LTD (CN 2921834) whose registered office is at 262 High Holburn, London, WC1V 7NA (the "Buyer").

BACKGROUND

- (A) The Seller carried on business as a manufacturer of bristle actuated pipeline tractors under the Name (defined below).
- (B) The Administrators were appointed joint Administrators of the Seller by the directors of the Seller pursuant to paragraph 22 of Schedule B1 to the Insolvency Act 1986 on 3 November 2009.
- (C) The Seller acting by the Administrators (who act as agents and without personal liability) have agreed to sell certain of its assets to the Buyer on the terms of this Agreement.

IT IS AGREED AS FOLLOWS:-

1. INTERPRETATION

1.1 In this Agreement, each of the following shall, unless otherwise stated, have the following meanings:-

"Administrators' Solicitors"	Dickinson Dees LLP of St Ann's Wharf, 112 Quayside, Newcastle upon Tyne NE1 3DX;
"Assets"	the assets referred to in clause 2.1;
"Business Day"	a day (not being a Saturday or Sunday) on which clearing banks are open for general banking business in the City of London;
"Business"	the business of a manufacturer of bristle actuated pipeline tractors carried on by the Seller as at the date immediately prior to the appointment of the Administrators;
"Completion"	completion of the sale and purchase of the Business in accordance with clause 5;
"Completion Date"	the date of Completion;
"Contract Rate"	5% above the base lending rate from time to time of Lloyds TSB Bank plc;
"Debts"	the aggregate amount owed to the Seller in connection with the Business by or in respect of trade debts, trade bills receivable and other debtors at the Completion Date and all sums due or which with the passing of time and the submission of invoices will become due, whether invoiced or not, up to and including Completion and "Debtors" shall be construed accordingly. For

	the avoidance of doubt, "Debts" shall include all forms of indebtedness, obligations, rights of set-off and counterclaims whether or not falling within the legal definition of a book debt;
"Deposits"	all deposits, premiums or advance payments received by the Seller prior to the Completion Date pursuant to or in relation to contracts with customers or potential customers of the Business or in relation to any future contract or order which any such customer may place with the Business in the future;
"Design Information"	to the extent that such items are in writing and relate exclusively to the Business and are in or under the Seller's possession or control, the information set out in the design office paper and software files of the Business;
"Design Office Computer System"	all computer hardware and software to the extent that such relate exclusively to the design office of Business and are owned exclusively by the Seller for use in the Business;
"encumbrance"	all encumbrances including any option, lien, mortgage, debenture, charge, equity, rent charge, right of pre-emption, bill of sale, assignment or deposit for the purpose of security, pledge, right of set-off, retention of title, hypothecation or other encumbrance securing the repayment of monies or other obligation or liability of the Seller or any agreement or commitment to create any of the foregoing;
"Intellectual Property Rights"	all, if any, rights vested in the Seller in any patent, trade mark, copyright, design right, invention or know-how and any similar right (whether registered or not) and any application or right to apply for any registration in respect of any such right (in any country), to the extent that the same is used in connection with the Business as at the Completion Date and including those listed in Schedule 1;
"Liabilities"	in relation to any matter, any liability for the matter in question including all actions, proceedings, costs, claims, losses, penalties, fines, expenses and demands incurred or suffered by or brought or made against a party in respect of such matter;
"Name"	Durham Pipeline Technology Limited;
"Plant and Machinery"	all crawler assemblies, partially completed crawlers, related parts and components and the 10" pipeline pig test loop at the Property including (without limitation) the items listed in Schedule 2 (but excluding any landlord's fixtures and fittings);
"Property"	the leasehold property used or occupied by the Seller in connection with the Business;
"Security"	the security listed at Schedule 3;
"Third Party Assets"	all assets in the possession or control of the Seller but owned by any third party (including assets subject to any contract for hire, hire purchase, conditional sale, retention of title, sale on

	consignment or bailment on any terms);
"VAT"	value added tax;
"VATA"	the Value Added Tax Act 1994; and
"VAT Order"	the Value Added Tax (Special Provisions) Order 1995.

1.2 In this Agreement:-

- 1.2.1 any gender includes any other gender;
- 1.2.2 the singular includes the plural and vice versa;
- 1.2.3 references to persons include bodies corporate, unincorporated associations, governments, states, partnerships and trusts (in each case, whether or not having separate legal personality);
- 1.2.4 references to clauses, paragraphs, recitals and Schedules are to clauses and paragraphs of and recitals and Schedules to this Agreement;
- 1.2.5 the recitals and the Schedules form part of this Agreement and the expression "this Agreement" includes the recitals and the Schedules;
- 1.2.6 the headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement;
- 1.2.7 any reference to a statutory provision includes a reference to any modification, replacement, consolidation or re-enactment of the provision from time to time in force and all subordinate instruments, orders or regulations made under it;
- 1.2.8 a reference to any of the parties includes, where appropriate, persons deriving title under it;
- 1.2.9 any document referred to as being "in agreed form" is one which is in a form agreed by or on behalf of the parties and which has been signed or initialled for identification purposes by or on behalf of the parties;
- 1.2.10 general words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things;
- 1.2.11 references to any document (including this Agreement) or a provision thereof shall be construed as a reference to that document or provision as from time to time supplemented, varied or replaced; and
- 1.2.12 references to writing include any method of reproducing words in a legible and non-transitory form.

2. **SALE AND CONSIDERATION**

- 2.1 Subject to clause 10, the Seller shall sell and the Buyer shall buy all such right, title and interest, if any, (and insofar as the Seller is able to transfer the same and subject to all liens, obligations, licences and encumbrances relating thereto) as the Seller may have in the following assets as at the Completion Date:-

- 2.1.1 the Intellectual Property Rights;
 - 2.1.2 the Plant and Machinery; however the test loop, referred to Schedule 2 under the heading "Yard", shall be included only at the Buyer's discretion;
 - 2.1.3 the Design Office Computer System; and
 - 2.1.4 the Design Information.
- 2.2 The total consideration for the sale and purchase of the Assets shall be ~~£100,000~~ plus VAT which shall be payable by the Buyer at Completion in accordance with clause 5.3.2.
- 2.3 The consideration payable by the Buyer shall be apportioned as follows:-
- 2.3.1 the Intellectual Property Rights ~~£10,000~~; and
 - 2.3.2 the Plant and Machinery, Design Information and Design Office Computer System ~~£90,000~~.
- 2.4 All sums payable under this Agreement shall be paid free and clear of all deductions and withholdings whatsoever, except for those required by law.

3. **EXCLUDED ASSETS**

For the avoidance of doubt, the sale and purchase of the Assets shall exclude:-

- 3.1 the Business
- 3.2 the Property;
- 3.3 the Debts;
- 3.4 any cash in hand or at bank and the Deposits; and
- 3.5 any other asset of the Seller not specifically sold to the Buyer under this Agreement.

4. **VAT**

- 4.1 VAT is chargeable in respect of the supply of the Assets under this Agreement.
- 4.2 If the Buyer shall have been given physical possession of original documents, it shall for a period of not less than six years from Completion (or for such longer period as may be required by law), preserve any records delivered to it and, upon being given reasonable notice by the Seller or the Administrators, the Buyer shall make those records available to the Seller, the Administrators or their agents for inspection or copying if so required by the Seller or Administrators for the purposes of completing any VAT return or dealing with queries from H M Revenue & Customs.

5. **COMPLETION**

- 5.1 Completion shall take place at the offices of the Administrators' Solicitors immediately following the execution of this Agreement by all parties or at such other place or time as the parties may agree.

5.2 Risk in the Assets shall pass to the Buyer at the Completion Date. Title to the Assets shall pass to the Buyer on payment of the consideration in full in accordance with clause 5.3.2.

5.3 At Completion:-

5.3.1 the Seller shall:-

- (a) deliver to the Buyer at the offices of the Administrators' Solicitors a release of the Assets from the Security or an undertaking to provide such a release within three (3) Business Days of Completion;
- (b) deliver to the Buyer and undertaking that the Administrators and/or the Sellers will, at the Buyer's expense, complete and sign any forms as may be reasonably required and requested by the Buyer within a period of six months from the date of this Agreement and whilst the Seller is in administration, in order that the Buyer can perfect its rights and/or title to the Assets. Such undertaking shall include all the contact details of the Buyer and the appropriate representatives of the Seller; and
- (c) make available for collection at the Property or their present location:-
 - (i) the Plant and Machinery;
 - (ii) all other physical assets;
 - (iii) the Design Information but to the extent that the Sellers or the Administrators may be required by law to retain any of them, the Seller may deliver copies of the appropriate documents to the Buyer;

and the Buyer and the Administrators will use their best endeavours to make arrangements with the landlord of the Property for the collection of the Assets.

5.3.2 the Buyer shall pay to the Administrators' Solicitors the sum of £~~200,000~~ (plus VAT) as the consideration due for the Assets in accordance with clause 2. Payment shall be made by telegraphic transfer to the Administrators' Solicitors' account at Lloyds TSB at Grey Street, Newcastle upon Tyne sort code 30-93-71 to be credited to account number 00179588.

6. DEBTS

6.1 The Seller shall be at liberty to collect the Debts.

6.2 If the Buyer shall receive from customers of the Business amounts which are payments in respect of Debts, the Buyer shall immediately forward such payments by telegraphic transfer to the Administrators' Solicitors to the account whose details are set out in clause 5.3.2.

6.3 Until such time as the Buyer forwards the payments referred to in clause 6.2, the Buyer shall hold such payment received separately from any other funds and on trust for the Seller.

7. **THIRD PARTY ASSETS**

- 7.1 The Buyer acknowledges that the Seller and the Administrators do not purport to sell or transfer any title to or interest in any assets which are the subject of third party claims and for the avoidance of doubt acknowledges that due allowance for the existence of such claims has been made in fixing the consideration payable for the Assets pursuant to this Agreement.
- 7.2 The Buyer undertakes not to hold itself out as owner of any Third Party Asset and not to dispose of, sell, charge, assign or create or permit to arise any encumbrance or adverse claim over any Third Party Asset except as permitted by the third party and notice having been given to the Administrators, or agree or purport to do so, at any time after which it is not the absolute owner thereof.
- 7.3 The Buyer further undertakes to take reasonable care of all Third Party Assets which come into possession and on written demand by the Administrators to deliver them up to their respective owners in the same state of repair and condition as they are in at the date of this Agreement (fair wear and tear excepted) provided that if the Buyer has already purported to sell or dispose of the same or elected to do so, the Buyer shall satisfy any claim by any supplier or claimant of such assets.
- 7.4 The Buyer shall indemnify the Seller and the Administrators from and against all Liabilities arising out of the Buyer's possession of or dealing with any Third Party Asset.

8. **INDEMNITY BY BUYER**

- 8.1 The Buyer shall indemnify the Seller and the Administrators against all Liabilities which may arise:-
- 8.1.1 as result of any act, neglect, default or omission on the part of the Buyer to perform any of its obligations under this Agreement; and
- 8.1.2 otherwise in connection with ownership of the Assets after the Completion Date.

9. **CONFIDENTIAL INFORMATION**

The Buyer undertakes to the Seller and the Administrators that it will at all times keep the terms of this Agreement strictly confidential and shall not disclose this Agreement or its terms to any third party except in so far as necessary for the Buyer to register its title to the Assets. The Buyer shall not issue any press release or announcement relating to the subject matter of this Agreement without the prior written consent of the Administrators, such consent not to be unreasonably withheld.

10. **EXCLUSION OF ADMINISTRATORS' PERSONAL LIABILITY**

- 10.1 The Administrators are agents of the Seller and have no personal liability (whether arising under the Insolvency Act 1986 or otherwise), but join in this Agreement in their capacity as administrators of the Seller and for the purpose of receiving the benefit of the indemnities, confidentiality obligations, exclusions of liability and acknowledgements in their favour contained in this Agreement.
- 10.2 The interest which the Seller sells and the Buyer buys in the Assets is only such right, title and interest (if any) as the Seller may have in the Assets at the Completion Date and references in this Agreement to any Asset shall mean such right, title and interest.

- 10.3 All conditions, warranties and liabilities on the part of the Administrators and the Seller whether express or implied by statute or otherwise as to any of the Assets are excluded to the fullest extent permitted by law and in particular warranties as to title, quiet possession, satisfactory quality, fitness for any purpose and correspondence with any description but this exclusion does not apply to any implied condition that the Seller has or will have the right to sell the Assets when title to the property is to pass.
- 10.4 Subject to clause 5.3.1 (a), the Buyer shall take each of the Assets in the location and condition in which each now is at the Completion Date and subject to all defects and to any subsisting encumbrance, distraint, execution, detention or other right of any person, the cost of repairing or discharging which shall be borne by the Buyer provided always that the Seller shall if so requested by the Buyer and at the sole expense of the Buyer assign to it (so far as the Seller is able to do so) the benefit of any claim which the Seller may have against the seller or supplier of any of the Assets in relation to such matters.
- 10.5 The Buyer acknowledges that any reference to any of the Assets in this Agreement or in any document provided by the Seller or the Administrators or any of their staff or any person, firm or company acting on their or its behalf is for the purposes of identification only and does not constitute a description of such an Asset on which the Buyer may rely and that the Buyer has made its own assessment of the Assets, their state and condition, whereabouts, fitness for any purpose and value and in doing so has placed no reliance upon and shall have no right of action in respect of, any statement (express or implied) or document given by, or any silence of, the Seller, the Administrators or their staff or any of their respective servants, agents, solicitors, valuers or advisers in relation to any matter affecting the Seller, the Business or the Assets.
- 10.6 The exclusions of liability and the acknowledgements and waivers in this clause 10:-
- 10.6.1 shall continue notwithstanding Completion;
- 10.6.2 shall be in addition to and not qualified by or in substitution for, any right of indemnity, recovery or relief otherwise available to the Administrators and apply to claims in contract, tort or otherwise howsoever; and
- 10.6.3 shall extend to the staff, servants, agents, solicitors, valuers and advisers of the Administrators.
- 10.7 The Buyer acknowledges that the terms of this Agreement and in particular this clause 10 are fair and reasonable in the circumstances of the Seller's administration and are in accordance with normal practice in relation to sales by companies in administration, in particular by reason that:-
- 10.7.1 the Buyer has, as it acknowledges, been given every reasonable opportunity to inspect and investigate the Assets and is aware of the need to rely on such inspection and investigation in the absence of warranties;
- 10.7.2 the terms upon which the Seller is able and willing to deal are substantially constrained by its financial state; and
- 10.7.3 the Administrators have available to it only limited knowledge in relation to the Seller and its affairs.
- 10.8 Nothing in this Agreement shall oblige the Seller or the Administrators to procure the discharge of any obligation of the Seller which arose prior to the appointment of the Administrators except the Security as listed in Schedule 3.

11. **ASSIGNMENT**

- 11.1 The successors in title (including, where appropriate, the personal representatives) of the parties shall have the benefit of and be subject to this Agreement.
- 11.2 The Buyer may not for a period of six (6) months from the date of his Agreement, assign, transfer, charge, dispose of or deal in any other manner with this Agreement or any of its rights, beneficial interests or obligations under it, nor purport to do any of the same, nor sub-contract any or all of its obligations under this Agreement without having obtained the prior written consent of the Administrators, such consent not to be unreasonably withheld.

12. **ENTIRE AGREEMENT**

- 12.1 This Agreement and the documents in agreed form referred to in it constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the subject matter of this Agreement.
- 12.2 The Buyer acknowledges and agrees that:-
- 12.2.1 in entering into this Agreement and the documents referred to in it does not rely on and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether as party to this Agreement or not) other than as expressly set out in this Agreement;
- 12.2.2 its only remedy in respect of statements, representations, warranties or understandings made or repeated in this Agreement or in relation to this Agreement shall be for breach of contract; and
- 12.2.3 all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 12.3 Nothing in this clause 12 shall operate to limit or exclude liability for fraud.

13. **MISCELLANEOUS**

This Agreement shall remain in full force and effect after Completion in respect of any matters, covenants or conditions which shall not have been done, observed or performed prior to Completion and all shall (except for any obligations fully performed on Completion) continue in full force and effect notwithstanding Completion.

14. **SEVERANCE**

- 14.1 If any provision of this Agreement shall be found by any court or body or authority of competent jurisdiction to be invalid or unenforceable, such provision shall be severed from the remainder of this Agreement, which shall remain in full force and effect to the extent permitted by law.
- 14.2 If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted or reduced in application, the provision in question shall apply with such modification as may be necessary to make it valid.

15. **FEES AND EXPENSES**

Each of the parties to this Agreement shall pay and bear its own costs of and incidental to the negotiation, preparation and execution of this Agreement or any document executed or to be delivered pursuant to it.

16. **NOTICES**

16.1 Any communication given under this Agreement shall be in writing in the English language and delivered personally or sent by recorded, special delivery or first class post to the address of the party who is to receive such communication as set out in this clause 16 or to such other address in the United Kingdom as may from time to time be specified in writing by the relevant party as its address for the purpose of this clause 16.

The address of each party is:-

Seller

Address: c/o the Administrators, Bulman House, Regent Centre, Gosforth, Newcastle upon Tyne, NE3 3LS

Marked for the attention of the Administrators

Buyer

Address: 262 High Holburn London WC1V 7NA

Marked for the attention of John Austin

16.2 A communication shall be deemed to have been received:-

16.2.1 if delivered personally, at the time of delivery;

16.2.2 if sent by prepaid recorded, special delivery or first class post, on the second Business Day after the date of posting; and

16.2.3 if sent by prepaid air mail post, on the fifth Business Day from the date of posting.

16.3 The Buyer undertakes to notify all of the other parties in accordance with this clause 16 if the address specified in this clause 16 is no longer an appropriate address for the service of communications.

17. **COUNTERPARTS**

This Agreement may be executed in counterparts by the parties, each of which when executed and delivered shall constitute an original, but which together shall constitute one and the same instrument.

18. **GOVERNING LAW AND JURISDICTION**

18.1 This Agreement shall be governed by, and construed in accordance with, the laws of England and Wales.

18.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any

disputes, which may arise out of or in connection with this Agreement (or any documents entered into in accordance with its provisions) (in this clause 18, "Proceedings") and, for such purposes, irrevocably submits to the exclusive jurisdiction of the courts of England and Wales.

- 18.3 Each party irrevocably waives any objection which it might at any time have to the courts of England and Wales being nominated as a forum to hear, determine and settle any Proceedings and agrees not to claim that the courts of England and Wales are not a convenient or appropriate forum.

IN WITNESS of which the parties have executed this Agreement as a deed and delivered it on the date specified on page 1.

SCHEDULE 1

Intellectual Property Rights

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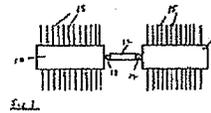
10 August 2009 - DPT patent portfolio on crawlers

The full text documents (pdf files) can be freely downloaded by CTRL+click on the hypertext links in blue.

1st patent family
SURFACE TRAVERSING VEHICLE

<ul style="list-style-type: none"> • Patent Assignee UNIV DURHAM UNIV DURHAM DURHAM • Inventor APPLETON ERNEST; STUTCHBURY NEIL WILLIAM 		<ul style="list-style-type: none"> • Priority Details 1995GB-0019368 19950922 1996GB-0019482 19960918 1996WO-GB02307 19960919 	
<ul style="list-style-type: none"> • Fampat family 			
WO9711307	A1	19970327	[WO9711307]
GB2305407	A	19970409	[GB2305407]
AU700878	B2	19990114	[AU-700878] (Granted in Australia)
NZ318456	A	19990830	[NZ-318456]
GB2305407	B	19990901	[GB2305407] (Granted in UK)
JP11513463	T	19991116	[JP11513463]
BR9610627	A	19991221	[BR9610627]
EP0851988	B1	20000531	[EP-851988] (Granted in Europe)
AT193592	T	20000615	[ATE193592]
DE69608691	D1	20000706	[DE69608691]
DK851988	T3	20001009	[DK-851988T]
ES2148790	T3	20001016	[ES2148790]
PT851988	E	20001130	[PT-851988]
DE69608691	T2	20001228	[DE69608691]
GR3034266	T3	20001229	[GR3034266]
IL123772	A	20010319	[IL-123772]
US6431079	B1	20020813	[US6431079] (Granted in USA)
CA2232618	C	20050913	[CA2232618] (Granted in Canada)

• **Abstract :**
(US6431079)
A vehicle for traversing a surface, for example for carrying out an inspection, survey or maintenance operation upon that surface, includes two or more bodies interconnected by structure for moving the bodies towards and away from each other, each of the bodies being supported upon a multiplicity of resilient bristles extending from it. By relative movement of the bodies, the vehicle is able to traverse the surface, which may be flat or curved, for example the internal or external surface of a tubular conduit such as a tunnel, shaft or pipe.



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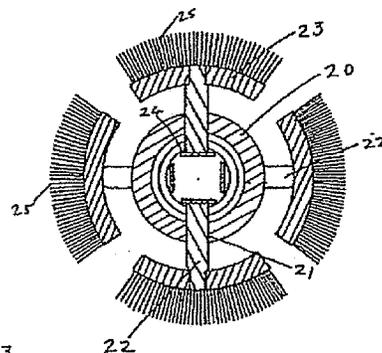
2nd patent family SURFACE-TRAVERSING VEHICLE

<ul style="list-style-type: none"> • Patent Assignee UNIV DURHAM UNIV DURHAM DURHAM • Inventor APPLETON ERNEST; STUTCHBURY NEIL WILLIAM 	<ul style="list-style-type: none"> • Priority Details 1998GB-0000905 19980117 1999WO-GB00153 19990118 																																																																				
<ul style="list-style-type: none"> • Fampat family <table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 25%;">GB2333341</td><td style="width: 10%;">A</td><td style="width: 20%;">19990721</td><td style="width: 45%;">[GB2333341]</td></tr> <tr><td>WO9936724</td><td>A1</td><td>19990722</td><td>[WO9936724]</td></tr> <tr><td>CA2318200</td><td>A1</td><td>19990722</td><td>[CA2318200]</td></tr> <tr><td>AU2068899</td><td>A</td><td>19990802</td><td>[AU9920688]</td></tr> <tr><td>BR9906982</td><td>A</td><td>20001010</td><td>[BR9906982]</td></tr> <tr><td>EP1047899</td><td>A1</td><td>20001102</td><td>[EP1047899]</td></tr> <tr><td>KR20010033724</td><td>A</td><td>20010425</td><td>[KR20010033724]</td></tr> <tr><td>AU740870</td><td>B2</td><td>20011115</td><td>[AU-740870]</td></tr> <tr><td>NZ505464</td><td>A</td><td>20020201</td><td>[NZ-505464]</td></tr> <tr><td>JP2002509030</td><td>T</td><td>20020326</td><td>[JP2002509030]</td></tr> <tr><td>GB2333341</td><td>B</td><td>20021113</td><td>[GB2333341]</td></tr> <tr><td>EP1047899</td><td>B1</td><td>20031210</td><td>[EP1047899]</td></tr> <tr><td>AT256267</td><td>T</td><td>20031215</td><td>[ATE256267]</td></tr> <tr><td>DE69913487</td><td>D1</td><td>20040122</td><td>[DE69913487]</td></tr> <tr><td>US6775872</td><td>B1</td><td>20040817</td><td>[US6775872]</td></tr> <tr><td>DE69913487</td><td>T2</td><td>20041007</td><td>[DE69913487]</td></tr> <tr><td>CA2318200</td><td>C</td><td>20051101</td><td>[CA2318200]</td></tr> </table>		GB2333341	A	19990721	[GB2333341]	WO9936724	A1	19990722	[WO9936724]	CA2318200	A1	19990722	[CA2318200]	AU2068899	A	19990802	[AU9920688]	BR9906982	A	20001010	[BR9906982]	EP1047899	A1	20001102	[EP1047899]	KR20010033724	A	20010425	[KR20010033724]	AU740870	B2	20011115	[AU-740870]	NZ505464	A	20020201	[NZ-505464]	JP2002509030	T	20020326	[JP2002509030]	GB2333341	B	20021113	[GB2333341]	EP1047899	B1	20031210	[EP1047899]	AT256267	T	20031215	[ATE256267]	DE69913487	D1	20040122	[DE69913487]	US6775872	B1	20040817	[US6775872]	DE69913487	T2	20041007	[DE69913487]	CA2318200	C	20051101	[CA2318200]
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CA2318200	C	20051101	[CA2318200]																																																																		

• **Abstract :**

(EP1047899)

A vehicle for traversing a surface such as for carrying out an inspection, survey or maintenance operation upon that surface comprises two bodies interconnected by means to move the bodies towards and away from each other, each of those bodies being supported upon a multiplicity of resilient bristles (13; 25; 32) extending from it, the bristles of each body being mounted in groups upon bristle-carrying members (10; 23; 31) each guided for movement towards and away from the body, and fluid pressure means (25; 22; 34) to effect the guided movement of the bristle-carrying members in at least one of those directions. (From US6775872 B1)

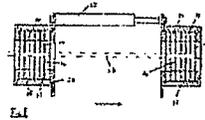


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3rd patent family Vehicle for traversing external curved surfaces

<ul style="list-style-type: none"> • Patent Assignee UNIV DURHAM UNIV DURHAM DURHAM • Inventor APPLETON ERNEST; STUTCHBURY NEIL WILLIAM 	<p style="text-align: center;">Publication</p> <ul style="list-style-type: none"> • Priority Details 1997GB-0023779 19971112 																																
<ul style="list-style-type: none"> • Fampat family <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">EP0916561</td> <td style="width: 10%;">A1</td> <td style="width: 25%;">19990519</td> <td style="width: 40%;">[EP-916561]</td> </tr> <tr> <td>GB2331347</td> <td>A</td> <td>19990519</td> <td>[GB2331347]</td> </tr> <tr> <td>US6164397</td> <td>A</td> <td>20001226</td> <td>[US6164397]</td> </tr> <tr> <td>GB2331347</td> <td>B</td> <td>20020605</td> <td>[GB2331347]</td> </tr> <tr> <td>EP0916561</td> <td>B1</td> <td>20050330</td> <td>[EP-916561]</td> </tr> <tr> <td>AT292035</td> <td>T</td> <td>20050415</td> <td>[ATE292035]</td> </tr> <tr> <td>DE69829538</td> <td>D1</td> <td>20050504</td> <td>[DE69829538]</td> </tr> <tr> <td>DK916561</td> <td>T3</td> <td>20050606</td> <td>[DK-916561T]</td> </tr> </table>		EP0916561	A1	19990519	[EP-916561]	GB2331347	A	19990519	[GB2331347]	US6164397	A	20001226	[US6164397]	GB2331347	B	20020605	[GB2331347]	EP0916561	B1	20050330	[EP-916561]	AT292035	T	20050415	[ATE292035]	DE69829538	D1	20050504	[DE69829538]	DK916561	T3	20050606	[DK-916561T]
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DK916561	T3	20050606	[DK-916561T]																														

• **Abstract :**
(EP-916561)
A vehicle, designed to move across an external curved surface such as that of a pipe or cable, for example to monitor the condition of the surface or enable the application of a treatment to the surface, comprises two generally hollow bodies (10, 11; 18; 21; 28, 29), interconnected by means (12) to move the bodies towards and away from each other, each body having generally parallel, generally flat resilient members (14; 19; 22; 25, 26) each having a generally central aperture, which apertures are in general alignment. <IMAGE>



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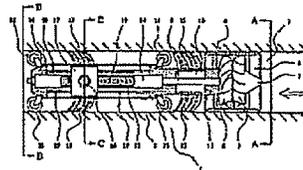
4th patent family CONDUIT TRAVERSING VEHICLE

<ul style="list-style-type: none"> • Patent Assignee DURHAM PIPELINE TECHNOLOGY LTD UNIV DURHAM • Inventor APPLETON ERNEST; STUTCHBURY NEIL WILLIAM 	<ul style="list-style-type: none"> • Priority Details 1999GB-0023000 19990929 2000WO-GB03614 20000921 																																																
<ul style="list-style-type: none"> • Fampat family <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">GB9923000</td> <td style="width: 10%;">D0</td> <td style="width: 25%;">19991201</td> <td style="width: 40%;">[GB9923000]</td> </tr> <tr> <td>WO200123213</td> <td></td> <td>A2 20010405</td> <td>[WO200123213]</td> </tr> <tr> <td>AU7533200</td> <td>A</td> <td>20010430</td> <td>[AU200075332]</td> </tr> <tr> <td>GB2356439</td> <td>A</td> <td>20010523</td> <td>[GB2356439]</td> </tr> <tr> <td>WO200123213</td> <td></td> <td>A3 20011011</td> <td>[WO200123213]</td> </tr> <tr> <td>NO20021020</td> <td>D0</td> <td>20020301</td> <td>[NO200201020]</td> </tr> <tr> <td>NO20021020</td> <td>A</td> <td>20020523</td> <td>[NO200201020]</td> </tr> <tr> <td>EP1216379</td> <td>A2</td> <td>20020626</td> <td>[EP1216379]</td> </tr> <tr> <td>JP2003510212</td> <td>T</td> <td>20030318</td> <td>[JP2003510212]</td> </tr> <tr> <td>GB2356439</td> <td>B</td> <td>20040218</td> <td>[GB2356439]</td> </tr> <tr> <td>US6769321</td> <td>B1</td> <td>20040803</td> <td>[US6769321]</td> </tr> <tr> <td>NO325818</td> <td>B1</td> <td>20080721</td> <td>[NO-325818]</td> </tr> </table>		GB9923000	D0	19991201	[GB9923000]	WO200123213		A2 20010405	[WO200123213]	AU7533200	A	20010430	[AU200075332]	GB2356439	A	20010523	[GB2356439]	WO200123213		A3 20011011	[WO200123213]	NO20021020	D0	20020301	[NO200201020]	NO20021020	A	20020523	[NO200201020]	EP1216379	A2	20020626	[EP1216379]	JP2003510212	T	20030318	[JP2003510212]	GB2356439	B	20040218	[GB2356439]	US6769321	B1	20040803	[US6769321]	NO325818	B1	20080721	[NO-325818]
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• **Abstract :**

(US6769321)

A vehicle (1) for travelling along a conduit (2) having fluid flowing therein is described. The vehicle comprises a forward set of resilient bristles (12) and a rear set of bristles (18) which are adapted to move towards and away from the forward bristles (12). The forward bristles (12) engage the surface of the conduit (2) and apply a greater gripping force when they are moving towards the rear bristles (18) than when they are moving away from the rear bristles (18). Similarly, the rear bristles (18) apply a larger gripping force to the surface of the conduit (2) when they are moving away from the forward bristles (12) than when they are moving towards the forward bristles (12). A drive means (4) has a shaft (9) which is rotated by fluid flow, and a reverse traverse screw (14) is connected to the shaft such that rotation of the shaft (9) causes a thread follower (16) to move along the reverse traverse screw (14) first in one direction, and then the other, to move the forward (12) and rear (18) bristles towards and then away from each other. This causes the vehicle (1) to move along the conduit (2).

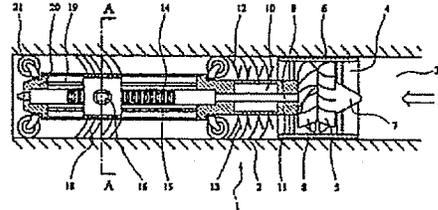


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5th patent family Bi-directional conduit traversing vehicle

<ul style="list-style-type: none"> • Patent Assignee DURHAM PIPELINE TECHNOLOGY LTD UNIV DURHAM • Inventor APPLETON ERNEST 	<ul style="list-style-type: none"> • Priority Details 2002GB-0027395 20021123 2003WO-GB05036 20031118 																																								
<ul style="list-style-type: none"> • Fampat family <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">GB0227395</td> <td style="width: 10%;">D0</td> <td style="width: 15%;">20021231</td> <td style="width: 50%;">[GB200227395]</td> </tr> <tr> <td>WO2004048842</td> <td>A1</td> <td>20040610</td> <td>[WO200448842]</td> </tr> <tr> <td>AU2003286250</td> <td>A1</td> <td>20040618</td> <td>[AU2003286250]</td> </tr> <tr> <td>NO20052453</td> <td>D0</td> <td>20050523</td> <td>[NO200502453]</td> </tr> <tr> <td>GB0510071</td> <td>D0</td> <td>20050622</td> <td>[GB200510071]</td> </tr> <tr> <td>GB2410071</td> <td>A</td> <td>20050720</td> <td>[GB2410071]</td> </tr> <tr> <td>NO20052453</td> <td>A</td> <td>20050801</td> <td>[NO200502453]</td> </tr> <tr> <td>GB2410071</td> <td>B</td> <td>20060125</td> <td>[GB2410071]</td> </tr> <tr> <td>US2006150858</td> <td>A1</td> <td>20060713</td> <td>[US20060150858]</td> </tr> <tr> <td>US7398736</td> <td>B2</td> <td>20080715</td> <td>[US7398736]</td> </tr> </table>		GB0227395	D0	20021231	[GB200227395]	WO2004048842	A1	20040610	[WO200448842]	AU2003286250	A1	20040618	[AU2003286250]	NO20052453	D0	20050523	[NO200502453]	GB0510071	D0	20050622	[GB200510071]	GB2410071	A	20050720	[GB2410071]	NO20052453	A	20050801	[NO200502453]	GB2410071	B	20060125	[GB2410071]	US2006150858	A1	20060713	[US20060150858]	US7398736	B2	20080715	[US7398736]
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• **Abstract :**
(US20060150858)
A vehicle (1) for travelling along a conduit (2) such as a pipeline having fluid flowing therein is disclosed. The vehicle comprises a first body carrying a first set of retractable bristles (12) for engaging an internal wall of the conduit such that the bristles resist movement of the first body in a first direction more than in a second direction, and a second set of retractable bristles (13) for engaging the internal wall of the conduit such that the bristles resist movement of the first body in the second direction more than in the first direction. A thread follower (16) carries a third set of resilient bristles (18) for engaging the internal wall of the conduit such that the bristles resist movement of the thread follower in the first direction more than in the second direction. A turbine (5) is actuated by fluid flow in the conduit to cause rotation of a reverse traverse screw (14) to move the first body and thread follower towards and away from each other. The first (12) and second (13) bristles are stiffer than the third bristles (18).



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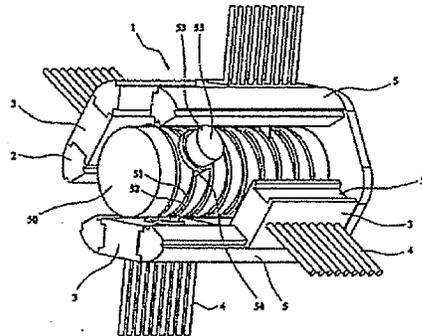
6th patent family Conduit traversing vehicle

<ul style="list-style-type: none"> • Patent Assignee UNIV DURHAM • Inventor APPLETON ERNEST 	<ul style="list-style-type: none"> • Priority Details 2002GB-0027383 20021123 2003WO-GB05019 20031118 																																				
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• **Abstract :**

(US20060144283)

A conduit gripping apparatus (1) for a vehicle travelling along a conduit such as an oil pipeline is disclosed. The apparatus comprises a housing (2) having a plurality of surface engaging elements (3) carrying sets of resilient bristles (4). The bristles engage a surface of the conduit and resist relative movement of the corresponding surface engaging element (3) and the surface of the conduit in a first direction along the conduit more than in a second direction opposite to said first direction. Each surface engaging element is adapted to execute reciprocating movement, relative to the housing (2), having a component substantially parallel to said first and second directions, and not all of said surface engaging elements execute said reciprocating movement in phase with each other, such that the surface engaging elements remain in contact with the surface of the conduit during said reciprocating movement.



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SCHEDULE 2
Plant and Machinery

13598182-3

PATENT
REEL: 024755 FRAME: 0870

DURHAM PIPELINE TECHNOLOGY LIMITED

Neilson Road
Gateshead
Tyne & Wear
NE10 0EW

Inventory taken 2 November 2009

<u>Open Market</u>	<u>Value to the</u>
<u>Value</u>	<u>Business</u>
£	£

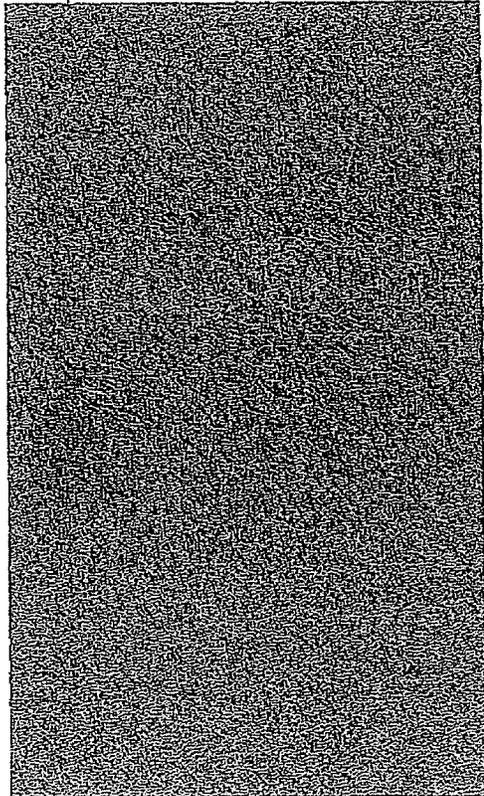
Office 1

- 3 x light oak shaped workstations
- 2 x light oak 3-drawer pedestals
- A light oak shelf unit
- A light oak corner shelf unit
- 3 x light oak 2-drawer filing units
- A blue upholstered swivel chair
- 2 x black leatherette swivel armchairs
- A black ash 5-drawer unit
- A small white table
- An unbranded electric heater
- A Honeywell oscillating pedestal fan
- A Hewlett Packard 1320TN Laserjet printer

- A De Lux P4 mini tower computer with monitor and keyboard

- A Lenovo T61P Centrino Notebook computer

- A Canon DS6041 digital camera



Office 2

- 2 x rosewood effect shaped workstations
- A teak 4-drawer pedestal
- A light oak and chrome trolley unit
- 2 x light oak 6' shelf units
- A 7' grey shelf unit
- A metal 4-drawer filing cabinet
- A rosewood effect computer workstation
- 2 x light oak sliding door cupboards
- A light oak 2-drawer filing unit
- A Goldair oscillating desk fan

James Sutherland (Auctioneers) Ltd

- A blue upholstered swivel armchair
- A black leatherette swivel armchair
- A Xerox Phaser 8400 laser printer
- A Hewlett Packard Officejet 7210 copier/scanner/printer
- A Hewlett Packard Photosmart D5160 printer
- An Epson Perfection V350 photo flatbed scanner

A Lenovo Pentium D mini tower computer with TFT monitor and keyboard

Design Office

- 2 x light oak 6' shelf units
- A glass topped circular table
- 2 x light oak corner shelf units
- A metal coat stand
- A free standing flip chart
- 7 x light oak shaped workstations
- 7 x light oak 3-drawer pedestals
- 2 x oscillating desk fan
- An unbranded electric heater
- 3 x light oak sliding door units
- A Hewlett Packard Deskjet 1220C printer
- A Hewlett Packard Laserjet 1100 printer

A Packard Bell Celeron mini tower computer with monitor and keyboard)

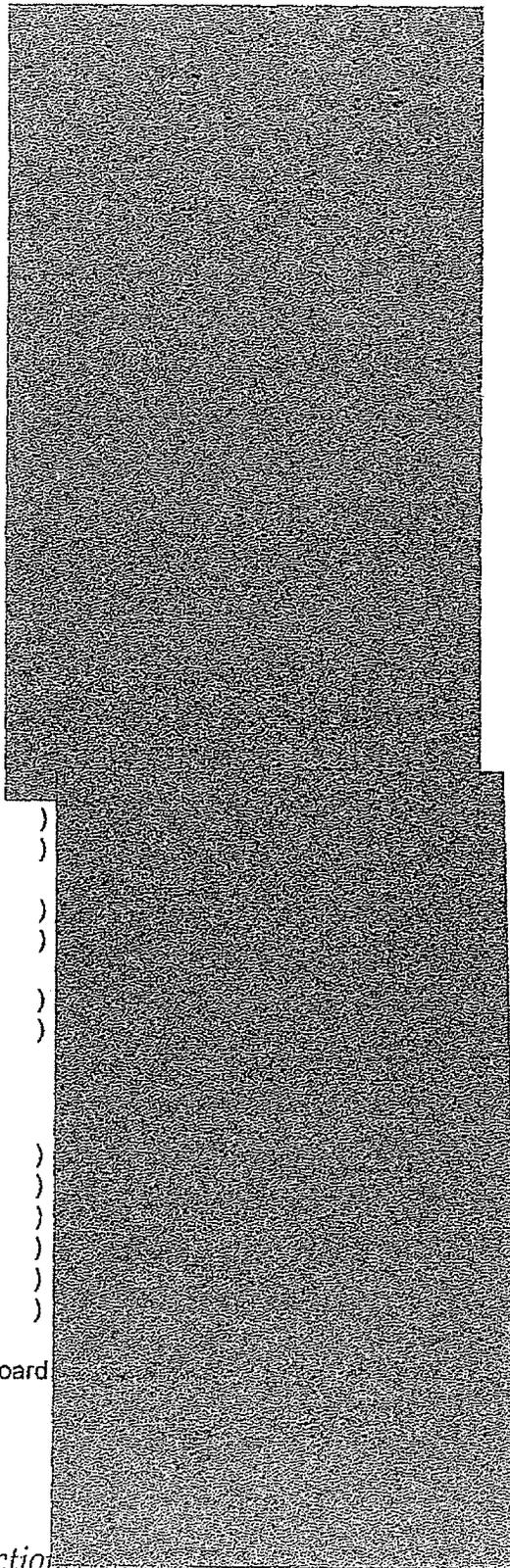
4 x Asus mini tower computers with TFT monitors and keyboards)

An unbranded mini tower computer with TFT monitor and keyboard)

Works Office

- A 6' metal shelf unit)
- A black ash double pedestal desk)
- A metal framed wooden workbench)
- A blue upholstered chair)
- A metal framed black upholstered chair)
- An angle poise magnifier with back light)

An unbranded mini tower computer with monitor and keyboard



James Sutherland (Auctioneers)

Workshop

- A Clarke Strongarm folding engine crane)
- A set of 4' hand operated pyramid bending rolls)
- A Clarke Strongarm 10-ton bench press)
- An Airmatic portable compressor)
- An Enerpac VLP25F hydraulic press No 0097B)
- An Ingersoll Rand workshop compressor on welded)
- steel air receiver)
- 2 x manual winches)
- An unbranded power hacksaw)
- A Clarke Metalworker 6-speed toolroom lathe)
- 2 x large metal workbenches with vices)
- A test unit)
- A metal storage rack)
- 3 x metal stands with wheels)
- A metal bench)
- 13 x metal shelf units)
- A large metal frame with cable racks)
- 2 x cable drum frames)
- A wheeled lin bin rack)

Yard

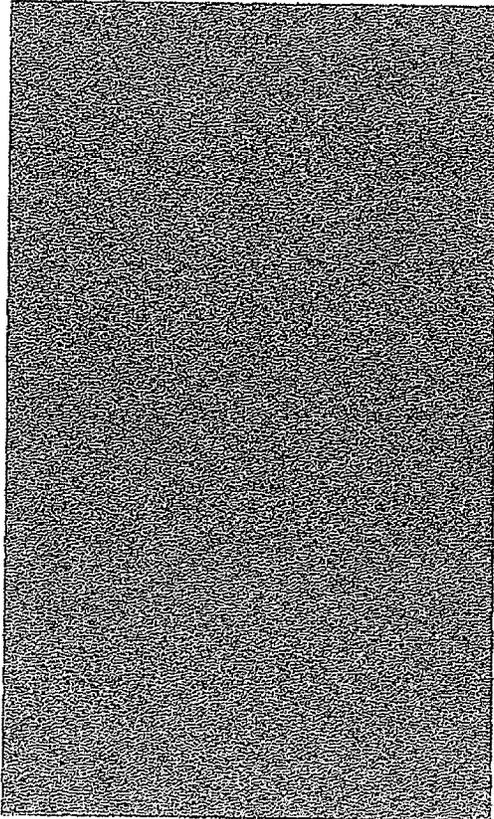
- A 40' site security container
- A test loop as constructed

Container

- A Luftair petrol engined compressor
- A Wale Hydraulics diesel engined hydraulic power pack
No 1021406026761

Tractors

- Approximately 10 x pipe tractors



James Sutherland (Auctioneers) Ltd

SCHEDULE 3

Security

Date Created	Description	Chargee
12 January 2005	Debenture	HSBC Bank plc
3 May 2007	Debenture	HSBC Asset Finance (UK) Limited and HSBC Equipment Finance (UK) Limited
9 May 2007	Chattels Mortgage	HSBC Asset Finance (UK) Limited and HSBC Equipment Finance (UK) Limited
5 June 2009	Debenture	Roger Griffiths and Gary Hale (as Security Trustees for the Noteholders)

SIGNED AS A DEED by GORDON SMYTHE GOLDIE/~~ALLAN DAVID KELLY~~ for himself and on behalf of THE ADMINISTRATORS (who act as agents and without personal liability) in the presence of:-)))))))

Signature of witness
Name of witness: KATE BONDRIAN
Address of witness: 112 QUAYSIDE, NEWCASTLE
TYNE AND WEAR
Occupation of witness: SOLICITOR

EXECUTED AS A DEED by GENESIS OIL AND GAS CONSULTANTS LTD acting by, ~~HANNAH BUTTEN~~, a director of Genesis Oil and Gas Consultants LTD, in the presence of:-)))))

Signature of witness
Name of witness: KATE BONDRIAN
Address of witness: 112 QUAYSIDE NEWCASTLE
TYNE AND WEAR
Occupation of witness: SOLICITOR

EXECUTED AS A DEED by DURHAM PIPELINE TECHNOLOGY LIMITED (In Administration) acting by GORDON SMYTHE GOLDIE/~~ALLAN DAVID KELLY~~ on behalf of the Administrators (who act as agents and without personal liability) in the presence of:-)))))))

Signature of witness
Name of witness: KATE BONDRIAN
Address of witness: 112, QUAYSIDE, NEWCASTLE
TYNE + WEAR
Occupation of witness: SOLICITOR