

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Schlumberger Technology Corporation	01/30/2010
RECEIVING PARTY DATA	
Name:	Intelliserv, LLC
Street Address:	7909 Parkwood Circle Drive
City:	Houston
State/Country:	TEXAS
Postal Code:	77036
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12364372
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	2841-02501 TJF
NAME OF SUBMITTER:	Thaddeus J. Faleski
Total Attachments: 5 source=Assignment_02501#page1.tif source=Assignment_02501#page2.tif source=Assignment_02501#page3.tif source=Assignment_02501#page4.tif source=Assignment_02501#page5.tif	

PATENT

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**ASSIGNMENT OF U.S. INTELLECTUAL PROPERTY
WITH REVERSIONARY INTEREST
FROM SCHLUMBERGER TECHNOLOGY CORPORATION TO INTELLISERV, LLC**

THIS ASSIGNMENT OF U.S. INTELLECTUAL PROPERTY WITH REVERSIONARY INTEREST ("**Assignment**") is made as of this 13th day of January, 2010, by and between Schlumberger Technology Corporation, a Texas corporation (hereafter, "**Assignor**"), and Intelliserv, LLC, a Delaware limited liability company (hereafter, "**Assignee**").

WHEREAS, **Assignor** is the record owner of the Intellectual Property and Intellectual Property rights identified herein;

WHEREAS, this Assignment is made as part of, pursuant to, and in consideration of that certain Organization Agreement dated as of November 18, 2008 (the "**Organization Agreement**"), by and among Intelliserv, Inc., Grant Prideco III CV, Grant Prideco, Inc., National Oilwell Varco, Inc., National Oilwell Varco, L.P., Schlumberger Technology Corporation, Schlumberger Oilfield Holdings Limited, and Schlumberger N.V. (Schlumberger Limited); and

WHEREAS, **Assignee** is desirous of acquiring the entire and exclusive right, title, and interest in and to, and possession of, the certain Intellectual Property and Intellectual Property rights identified herein, and subject to the reversionary interests specified herein.

Definitions

In addition to the terms that are defined herein, for all purposes of this Assignment, capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Organization Agreement.

Assignment of Patents

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Assignor** does hereby assign, transfer, and convey to **Assignee**, the entire and exclusive right, title, and interest in and to, and possession and use of, including, but not limited to, the right to sue for past, present, and future damages due to infringement of, the following U.S. patent applications, patents and technology disclosed and/or claimed in the applications and/or patents, and to all other U.S. applications, patents, registrations and certificates, that claim priority directly to one or more of the following patents or applications:

File Number	Country	Filing Date	U.S. Serial Number	Publication Date	Publication Number	Grant Date	Grant No.
19.0504	US	04/JUN/2008	12/597653				
19.0483	US	13/DEC/2007	11/955518	18/JUN/2009	2009-0151939		
19.0483CIP	US	02/FEB/2009	12/364372				
19.0483CON	US	08/OCT/2009	12/575866				
19.0506/518	US	11/DEC/2007	11/953902	11/JUN/2009	2009-0146836		
19.0521	US	23/OCT/2009	12/604745				
19.0528	US	09/SEP/2009	12/556147				
19.0529	US	02/SEP/2009	12/552394				
19.0542	US	04/MAR/2009	12/397983				
19.0548	US	26/MAY/2009	12/471839				

19.0615	US	30/OCT/2009	12/609589				
19.0619/614	US	20/FEB/2009	61/154260				

This assignment of Patents is full and complete and includes all rights that would be enjoyed and all obligations that would be suffered by **Assignor** if this assignment of Patents had not been made, including, but not limited the right to sue for past, present and future damages arising from infringement of these U.S. rights.

Assignor hereby authorizes and directs the appropriate governmental officials to issue any and all such United States patent or related property right assigned hereunder to **Assignee**, as the owner of the entire and exclusive right, title, and interest in and to the same.

Assignor further covenants and agrees that **Assignor** will at any time upon reasonable request make, execute, and deliver without further compensation, any and all other instruments in writing, including further applications, papers, affidavits, powers of attorney, assignments, and other documents, and do all lawful acts and things, which, in the opinion of counsel for **Assignee**, may be required or necessary to more effectively secure and vest in **Assignee**, its successors, and permitted assigns the rights transferred hereunder, and that **Assignor** will sign any applications for reissue, division, continuation, continuation-in-part, counterpart, renewal, reexamination, substitute, patents of importation, patents of addition, patents of improvement, or extension of said right transferred hereunder or any resulting patent or related property right.

Assignor further covenants and agrees that **Assignor** will at any time upon request communicate to the **Assignee**, any facts relating to the aforesaid inventions known to it, and will testify as to the same in any interference, litigation, mediation, arbitration, or other proceeding when requested to do so.

Assignee agrees to notify **Assignor** in writing if **Assignee** intentionally fails to pay maintenance fees or annuities for any of the patents or patent applications assigned herein. Such notice shall occur in advance of the actual intentional abandonment of the patents or patent applications but no later than the six-month period immediately following the due date for the maintenance fee or annuity payment.

Assignment of Other Intellectual Property

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Assignor** does hereby assign, transfer, and convey to **Assignee**, all right, title, and interest in and to, and possession and use of, in the U.S., all of the following other Intellectual Property that directly relates to the Business and is currently owned or used by **Assignor**, provided, that for the avoidance of doubt, in no event shall any Intellectual Property not directly related to the Business be deemed to be other Intellectual Property transferred by this Assignment.

Unfiled Invention Disclosures	Internal Title	Summary
19.0466	A Method for Adaptive Transmission without Receiver Adaptation	ADAPTATION OF CARRIER FREQUENCY FOR WDP, WHERE THE CHANGE IS SELECTED BY THE TRANSMITTER AND IS NOT KNOWN BY THE RECEIVER.
19.0481	Depth and Sticking, Tripping Monitoring	USING DISTRIBUTED SENSORS TO DETECT DRILL STRING

	and Better D&I etc. From Mechanical Forces	LOADS AND TO IDENTIFY PROBLEMS
19.0485	Updating Mechanical Earth Model using Distributed Data while Drilling	DISTRIBUTED SENSORS MEASURE THE GEOMECHANICAL BEHAVIOR OF THE WELLBORE AND DATA IS USED TO UPDATE MECHANICAL EARTH MODE
19.0487	Distributed Measurement in Drill String	MONITORING THE VARIATION IN A TELEMETRY SIGNAL TO ESTIMATE OR MONITOR DRILLING ACTIVITIES
19.0523	Hybrid Pipe Simulator	A WDP SIMULATOR FOR PLANNING AND TESTING PURPOSES
19.0524	A WOB and Axial Load Sensing Technique for a Drillstring	A METHOD FOR DETECTING DRILL STRING LOADS USING WDP
19.0577	Dynamic High-Resolution Channel Monitoring Method and Apparatus for a Wired Drill Pipe System	MONITORING A WDP CHANNEL USING EQUI-SPACED TONES IN THE FREQUENCY DOMAIN
19.0601	Kick Detection using Acoustic Sensors	TRANSDUCER MOUNTED ON WDP REPEATER; WAVE EMITTED FROM TRANSDUCER AND IS PARTIALLY REFLECTED AND MEASURED
19.0607	Method for Communicating over Drillpipe without Repeaters	METHOD FOR COMMUNICATING OVER DRILLPIPE WITHOUT REPEATERS BY INSTEAD AMPLIFYING THE SIGNAL WITHIN EACH DRILLPIPE
19.0632	Drilling Loss Log	POSITIONING PRESSURE TRANSDUCERS ALONG THE DRILL STRING TO GENERATE A FLUID LOSS LOG
19.0633	Improved Mud Pulse Telemetry during Wired Drill Pipe Failure	DEMODULATING MUD PULSE DOWNHOLE AND TRANSMITTING FROM INTERMEDIATE POSITION TO SURFACE VIA WIRED DRILL PIPE
19.0634	WDP with Wire Route on the OD of the Pipe	WIRE IS ROUTED ON OUTER DIAMETER (OD) OF DRILL PIPE

- Copyrights to written materials and Software and each application or registration therefor;
- Know-How;
- Software; and
- All other Intellectual Property.

Assignee acknowledges that **Assignor** retains all right, title, and interest in and to, and possession and use of, in all countries except the U.S., each of the above listed other Intellectual Property.

This assignment of other Intellectual Property is undivided, full and complete with respect to the U.S. and includes all rights that would be enjoyed and all obligations that would be suffered by **Assignor** if this assignment had not been made, including, but not limited to, the right to sue for past, present and future damage arising from infringement of these U.S. rights.

Assignor further covenants and agrees that **Assignor** will at any time upon reasonable request make, execute, and deliver without further compensation, any and all other instruments in writing, including further applications, papers, affidavits, powers of attorney, assignments, and other documents, and do all lawful acts and things, which, in the opinion of counsel for **Assignee**, may in any country be required or necessary more effectively secure and vest in **Assignee**, its successors, and assigns the other Intellectual Property.

Assignor further covenants and agrees that **Assignor** will at any time upon request communicate to the **Assignee**, any facts relating to the aforesaid other Intellectual Property

known to it, and will testify as to the same in any interference, litigation, mediation, arbitration, or other proceeding when requested to do so.

Assignee agrees to notify **Assignor** in writing if **Assignee** intentionally fails to pay maintenance fees, annuities or renewal fees for any of the patents, patent applications, registered trademarks or trademark applications assigned herein. Such notice shall occur in advance of the actual intentional abandonment of the patents, patent applications, registered trademarks or trademark applications but no later than the six-month period immediately following the due date for the maintenance fee, annuity payment or renewal fee.

Reversionary Interest

This Assignment is made and accepted with the following reversionary interest in favor of **Assignor** and its successors:

If that certain Joint Venture Rights Agreement dated as of September 25, 2009 (the "**Joint Venture Rights Agreement**"), by and among Intelliserv, Inc., Grant Prideco III CV, Grant Prideco, Inc., National Oilwell Varco, Inc., National Oilwell Varco, L.P., Schlumberger Technology Corporation, Schlumberger Oilfield Holdings Limited, and Schlumberger N.V. (Schlumberger Limited) is ever terminated pursuant to Section 14(b)(ii) thereof (hereafter, the "**Event**"), then immediately prior to or simultaneously with such Event, the entire and exclusive rights, titles, and interests transferred by this Assignment, including, but not limited to, rights to sue and maintain suit for past, present and future damages, shall revert to **Assignor**, or its successor, as if this Assignment had never occurred, except that activities authorized by the Joint Venture occurring after the Closing and prior to the Event shall not be subject to suit for past damages. Any and all licenses or sublicenses that may hereafter be granted by **Assignee** are subject to this reversionary interest and any such license or sublicense shall terminate simultaneously with such reversion. Nothing in this Assignment shall undo the reversionary assignment to **Assignor**, once the Event occurs. Notwithstanding anything in the foregoing, the exercise of any parties' rights under Section 3 of the Joint Venture Rights Agreement shall not be a termination of the Joint Venture Rights Agreement pursuant to Section 14(b)(ii) thereof.

This reversionary interest shall automatically expire and terminate, unless the reversion described in the paragraph immediately above has already occurred, immediately prior to the consummation of a Transfer (as defined in the Joint Venture Rights Agreement) of the **Assignor's**, or an Affiliate of the Assignor's, Transferring Interests (as defined in the Joint Venture Rights Agreement) pursuant to Section 3 of the Joint Venture Rights Agreement.

Miscellaneous

This Assignment shall be binding upon and inure to the benefit of the successors and assigns of the parties to this Assignment. This Assignment may neither be assigned nor transferred, either in whole or in part by Assignee without first obtaining the prior written consent of Assignor.

This Assignment and performance hereunder shall be governed by and construed in accordance with the laws of the State of Texas. Any and all proceedings relating to the subject matter hereof shall be maintained in the courts of the state of Texas or the Federal district courts sitting in Texas, which courts shall have exclusive jurisdiction for such purpose.

If any provision of this Assignment shall be held to be invalid, illegal or unenforceable,

the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

This Assignment is entered into by the parties in furtherance of the Organization Agreement, and the terms, conditions and obligations expressed herein are intended to be consistent with the intent of the Organization Agreement and the other Transaction Documents (as defined in the Organization Agreement). Subject only to the immediately preceding sentence, this Assignment contains the entire agreement between the parties hereto with respect to the subject matter hereof.

All amendments and other modifications hereof shall be in writing and signed by each of the parties hereto. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any right hereunder.

* * *

IN WITNESS WHEREOF, Assignor and Assignee have hereunto set their hand and seal.

Schlumberger Technology Corporation


Signature

Donald J. Sweet

Vice President and Houston Pressure and
Sampling Center Manager

13 JAN 2010

Date of Execution

IP LEGAL
DTS
APPROVED

Intelliserv, LLC


Signature

Victor Segura
Name

Attorney-in-Fact
Title

August 4, 2010

Date of Execution