

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Exclusive Patent License
CONVEYING PARTY DATA	
Name	Execution Date
Daniel J. Jacobson	06/02/2009
RECEIVING PARTY DATA	
Name:	Radial Drilling Technology I, LLC its parent company Trinity Energy Holdings, LLC or any of its subsidiaries or affiliates including Power Hydraulics LLC
Street Address:	133 N. Goodman Road
City:	Lake Charles
State/Country:	LOUISIANA
Postal Code:	70615
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	5413184
Patent Number:	5853056
Patent Number:	6125949
CORRESPONDENCE DATA	
Fax Number:	(212)455-2502
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(212) 455-7976
Email:	ksolomon@stblaw.com
Correspondent Name:	Mindy M. Lok, Esq.
Address Line 1:	Simpson Thacher & Bartlett LLP
Address Line 2:	425 Lexington Avenue
Address Line 4:	New York, NEW YORK 10017
ATTORNEY DOCKET NUMBER:	099999/0325
NAME OF SUBMITTER:	Mindy M. Lok
Total Attachments: 5	

OP \$120.00 5413184

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**PATENT
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ASSIGNMENT OF EXCLUSIVE MARKETING AGREEMENT

Daniel J. Jacobson (Assignor)
142 W. Sundance Circle
The Woodlands, TX 77382

And

Radial Drilling Technology I, LLC (Assignee)
A wholly-owned subsidiary of Trinity Energy Holdings, LLC
133 N. Goodman Road
Lake Charles, LA 70615

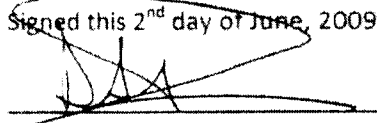
For value received, the undersigned Assignor hereby assigns, transfers and sets over to Radial Drilling Technology I, LLC, its parent company, Trinity Energy Holdings, LLC or any of its subsidiaries or affiliates all right, title and interest in and to the following contract:

Exclusive Marketing Agreement, executed on the 22nd day of December, 2008 between Daniel J. Jacobson, a resident Texas located at 142 W. Sundance Circle, The Woodlands, TX 77382 ; and Maxim TEP, Inc., a Texas corporation located at 9400 Grogan's Mill Road, Suite 205, The Woodlands, TX 77382

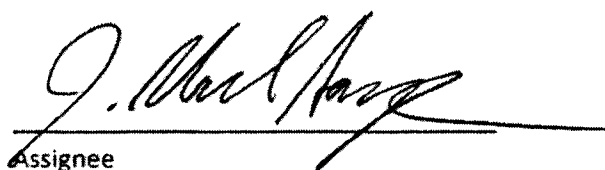
The Exclusive Marketing Agreement grants Jacobson the right to assign these rights under Section "1. *Grant of Marketing Rights*". Maxim hereby grants to Jacobson and Jacobson's successors and assigns, the right to market the Technology within the geographical area set forth herein, and subject to the terms and conditions hereof (referred to herein as the "Agreement" and Assignor warrants and represents that said contract is in full force and effect and is fully assignable. The Assignee hereby assumes and agrees to perform all obligations of the Assignor under the contract and guarantees to hold the Assignor harmless from any claim or demand made thereunder.

This assignment is effective immediately and is subject to the terms and conditions of the Exclusive Marketing Agreement.

Signed this 2nd day of June, 2009



Assignor
Daniel J. Jacobson



Assignee
Radial Drilling Technologies I, LLC
J. Mark Savage, Manager

Exclusive Marketing Agreement

This Agreement made this 22nd day of December, 2008 between Daniel J. Jacobson, a resident Texas located at 142 W. Sundance Circle, The Woodlands, TX 77382 (herein referred to as "Jacobson"); and Maxim TEP, Inc., a Texas corporation located at 9400 Grogan's Mill Road, Suite 205, The Woodlands, TX 77382 (herein referred to as "Maxim"),

RECITALS

WHEREAS, Maxim has acquired patented technology in lateral drilling (the "Technology"), embodied in United States Patent Numbers 5,413,184, 5,853,056 and 6,125,949 and acknowledges that the Technology is not protected by patents in any other country—and is authorized to grant marketing rights for the use of the Technology to qualified companies operating within specific geographical locations; and

WHEREAS, Jacobson desires to obtain the rights to exclusively market and to use the Technology within the Area detailed below; and

WHEREAS, Maxim desires to confer upon Jacobson and Jacobson's successors and assigns such right to market and to use the Technology pursuant to Maxim's receipt of the consideration described below and subject to the terms and conditions described herein; and

WHEREAS, Jacobson intends to assign these rights contained in this Agreement to Radial Drilling Technologies I, 133 N. Goodman Road, Lake Charles, LA 70615 or one of its affiliates for consideration; and

NOW, THEREFORE, in consideration of the forgoing "Recitals", which are a material part of this Agreement, and the rights, obligations and interests included under this Agreement, both parties agree as follows:

1. **Grant of Marketing Rights.** Maxim hereby grants to Jacobson and Jacobson's successors and assigns, the right to market the Technology within the geographical area set forth herein, and subject to the terms and conditions hereof (referred to herein as the "Agreement").
2. **Area.** Subject to the terms and conditions hereof, the Agreement shall entitle Jacobson, or his assignee, to market the Technology, during the term hereof only within the countries commonly known as the People's Republic of China, India, Oman, Romania, United Arab Emirates, Egypt, Algeria and Nigeria (the "Area"). The Area is exclusive and Maxim acknowledges that no other oil and gas business have licenses or marketing rights for the Technology in the Area.
3. **Consideration.** In consideration for the rights granted by this Agreement, Jacobson agrees to execute a Confidential Settlement Agreement and Release (Attachment).
4. **Term.** This Agreement shall become effective upon execution by both parties. It shall HAVE A TERM OF Seven (7) YEARS, or termination as expressly provided herein. This Agreement automatically renews for another five year period if Jacobson, or his assignee, has performed in accordance with the terms of this Agreement.
5. **Termination.**
 - A. This Agreement may be terminated by mutual consent of both parties.
 - B. Either party may terminate this Agreement for cause upon sixty (60) days written notice. After receipt of such notice, the party at fault shall have sixty (60) days to rectify or cure the failure(s). If the party's failure to cure is for a reason beyond such party's control, then such period shall be extended so long as such party is in good faith attempting to cure such failure. Termination for cause is defined as Jacobson's failure or continuing failure to meet the material terms of this Agreement.
 - C. Maxim may also immediately terminate this Agreement with Jacobson or his assignee, by

written notice of termination if:

- a. Jacobson assigns this Agreement for the benefit of creditors;
 - b. Jacobson admits insolvency, or becomes unable to pay its obligations as they become due;
 - c. any voluntary, or involuntary proceedings are instituted by, or against Jacobson under bankruptcy or insolvency laws, or for corporate reorganization, or for a receivership, or for the dissolution of or his assignee, and such involuntary proceedings are not resolved within the earlier of six (6) months, or the end of the effective term; or
 - d. Jacobson commits any material act of fraud, or dishonesty, such act to be adjudicated by final judgment of a court of competent jurisdiction.
- D. Good faith termination under this Agreement shall not impose any liability on Maxim, or Jacobson under the provisions of this Agreement. It is further agreed by Jacobson that they will immediately advise Maxim in writing of the occurrences of any event specified in this section.
6. **No Agency Created**
- A. For the protection of both Maxim and Jacobson, the relationship created by this Agreement is not that of principal and agent, and under no circumstances shall either party be considered an agent of the other.
 - B. Maxim does not authorize Jacobson to represent itself as Maxim, or does Maxim authorize Jacobson to pledge the credit of Maxim, or enter into any contract for Maxim, nor does Maxim convey to Jacobson any property interest in Maxim's name, trademarks, or patents.
7. **Severability.** If any provision of this Agreement is held to be invalid, or unenforceable, or is not enforced, this Agreement shall be considered divisible as to such provisions, and the remainder of the Agreement valid and binding as though such provision were not included in this Agreement.
8. **Prevailing Law and Jurisdiction.** This Agreement shall be construed and interpreted in accordance with the laws of Texas. Jurisdiction for any dispute arising out of any term or matter related to this Agreement shall be the courts of Texas.
9. **Indemnification.**
- A. Jacobson agrees to hold Maxim harmless, and to indemnify and defend Maxim for all claims, losses and liabilities ("Losses"), that may occur as the result of Jacobson's acts or omissions under this Agreement or otherwise, or arising out of or resulting from the use, proper or improper, of the Technology, or from the negligence or willful misconduct of Jacobson. Maxim agrees to hold Jacobson harmless, and to indemnify and defend Jacobson for all claims, losses and liabilities ("Losses"), that may occur as the result of Maxim's acts or omissions under this Agreement or otherwise, or arising out of or resulting from the use, proper or improper, of the Technology, or from the negligence or willful misconduct of Maxim.
 - B. **ATTORNEY FEES.** THE SUCCESSFUL PARTY IN ANY LITIGATION SHALL RECOVER ITS ATTORNEY FEES AND RELATED LITIGATION EXPENSES, INCLUDING TIME AND TRAVEL. IN THE EVENT OF THIRD PARTY LITIGATION INVOLVING THIS AGREEMENT, OR THE USE OF THIS TECHNOLOGY, IF IT IS ADJUDICATED THAT ONE OF THE PARTIES OF THIS AGREEMENT IS AT FAULT, THE OTHER PARTY SHALL BE INDEMNIFIED BY THE THIRD PARTY AT FAULT FOR ITS REASONABLE ATTORNEY FEES, COSTS, AND LITIGATION RELATED EXPENSES, INCLUDING TIME AND TRAVEL EXPENSES.

K.A.H.
[Signature]

10. **Disclaimer.** IN NO EVENT SHALL MAXIM OR JACOBSON BE LIABLE TO EACH OTHER FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR LOSS OF ANTICIPATED PROFITS ON ANY CLAIM OF ANY KIND RESULTING FROM ANY PERFORMANCE, NON-PERFORMANCE, OR BREACH OF THIS AGREEMENT OR OF THE TECHNOLOGY.
11. **Maxim Warranty.** Maxim warrants that 1) it is the owner of and has the rights to grant marketing rights to the Technology embodied in US Patent Numbers 5413184, 6125949 and 5853056, and 2) that it will not sell or in any other manner provide license or marketing rights for the Area to any other entity or individual without Jacobson's or his assignee's prior written approval.
12. **Assignment of Rights.** Jacobson will notify Maxim in writing within 30 days of any assignment of the rights granted under this Agreement.
13. **Cooperation.** Maxim agrees to reasonably cooperate with Jacobson to ensure to the satisfaction of a potential user of the Technology that Jacobson has the rights to market the Technology exclusively in the Area.
14. **Entire Agreement.** This Agreement shall constitute the entire Agreement between Maxim and Jacobson regarding the marketing rights for the Technology by Maxim to Jacobson, and any prior understanding or representation of any kind preceding the date of this Agreement and regarding the marketing rights for the Technology shall not be binding upon either party except to the extent incorporated in this Agreement.
15. **Authority.** The individual signing this Agreement on behalf of Maxim represents that he has the necessary authority to execute this Agreement on behalf of such entity, and that all necessary corporate action has been taken to fully approve the execution of this Agreement.

IN WITNESS WHEREOF, the parties have subscribed their names and signatures effective upon the date first written above.

A handwritten signature in black ink, appearing to be 'A.H. Jacobson', is located in the lower right quadrant of the page.

For Maxim TEP, Inc.

AAH
CFO

Title:

Name:

Arthur Henriquez

[Signature]

Daniel J. Jacobson

The State of Texas

County of Montgomery

Before me, the undersigned, a Notary Public on this day personally appeared known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said (here insert name of corporation) a corporation, and that he had executed the same as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

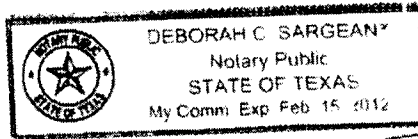
Before me, a Notary Public, on this day personally appeared Daniel J. Jacobson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this 22nd day of DECEMBER, A.D. 2012

[Signature]

Notary Public, State of Texas

(PERSONALIZED
SEAL)



DEBORAH SARGEANT

(Print name of Notary Public here)

My commission expires the 15th day of DECEMBER, 2012