

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Baker Hughes Incorporated	08/30/2010

RECEIVING PARTY DATA

Name:	Superior Energy Services, L.L.C.
Street Address:	1105 Peter Road
City:	Harvey
State/Country:	LOUISIANA
Postal Code:	70058

PROPERTY NUMBERS Total: 21

Property Type	Number
Patent Number:	5228524
Patent Number:	5325921
Patent Number:	5415232
Patent Number:	6211120
Patent Number:	6642185
Patent Number:	6617285
Patent Number:	7084093
Patent Number:	7160842
Patent Number:	7256160
Patent Number:	7208529
Patent Number:	7078370
Patent Number:	6805198
Patent Number:	6923260
Patent Number:	6994166
Patent Number:	7195065

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Patent Number:	7543646
Patent Number:	7703522
Application Number:	11221102
Application Number:	12481132
Application Number:	12643274
Application Number:	12830978

CORRESPONDENCE DATA

Fax Number: (225)248-3109
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2252482106
Email: jwpatents@joneswalker.com
Correspondent Name: Lance A. Foster
Address Line 1: 8555 United Plaza Boulevard, 5th Floor
Address Line 4: Baton Rouge, LOUISIANA 70809

ATTORNEY DOCKET NUMBER:	12086/076807-00
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NAME OF SUBMITTER:	Lance A. Foster
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Total Attachments: 4
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**INTELLECTUAL PROPERTY ASSIGNMENT
(BHI PATENTS)**

This Intellectual Property Assignment (this "IP Assignment"), dated as of August 30, 2010, is made by Baker Hughes Incorporated, a Delaware corporation ("BHI" or "Assignor"), in favor of Superior Energy Services, L.L.C., a Louisiana limited liability company ("Buyer").

RECITALS

WHEREAS, Buyer, Baker Hughes Oilfield Operations, Inc. and BJ Services Company, U.S.A. are parties to an Asset Purchase Agreement dated as of July 3, 2010 (the "Asset Purchase Agreement") (capitalized terms used but not otherwise defined herein have the meanings given such terms in the Asset Purchase Agreement); and

WHEREAS, the Asset Purchase Agreement contemplates that BHI shall execute and deliver this IP Assignment at Closing for the purposes of evidencing BHI's assignment to Buyer of certain of the Purchased Intellectual Property;

WHEREAS, BHI is the owner of the patents (including any reexaminations, reissues, continuations, continuations-in-part, and/or divisions thereof) and patent applications set forth in Schedule A attached hereto (hereafter the "Patents and Patent Applications");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Purchased Intellectual Property Subject to the terms, covenants, conditions and provisions of the Asset Purchase Agreement, Assignor hereby assigns to Buyer all of its rights, title and interest in and to the Patents and Patent Applications, including:

(a) the right to make, use and sell the invention;

(b) all rights of action on account of present and future infringement of the Purchased Intellectual Property; and

(c) the right to register any of the Purchased Intellectual Property owned by or transferred to Buyer in its own name, the same to be held and enjoyed by Buyer for its own use and behalf, and for its legal representatives and assigns, to the full end of the term for which any patents are granted.

2. Further Assurances. Each party hereby covenants and agrees that it will at any time, upon the request of the other party and at the expense of Buyer, execute and deliver any and all papers and do all lawful acts that may be necessary to perfect the title to said patents or trademarks.

3. Relationship with Asset Purchase Agreement. This IP Assignment is an instrument of transfer and assumption contemplated by, and is executed and delivered pursuant and subject to, the Asset Purchase Agreement, and nothing contained herein shall be deemed to supersede, enlarge, modify or diminish any of the provisions of the Asset Purchase Agreement or any rights,

obligations, agreements, covenants, representations or warranties of the parties under the Asset Purchase Agreement, all of which survive the delivery and execution of this IP Assignment. If any conflict exists between the terms of this IP Assignment and the Asset Purchase Agreement, then the terms of the Asset Purchase Agreement shall govern and control.

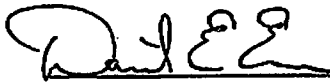
4. Governing Law. This IP Assignment and the obligations of the parties hereunder will be governed by and construed and enforced in accordance with the laws of the State of Texas, excluding any choice of law rules which may direct the application of the laws of any other jurisdiction.

5. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed to be an original and all of which together will be deemed to be one and the same instrument, binding on all parties hereto notwithstanding that all such parties are not signatories to the same counterpart.

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IN WITNESS WHEREOF, Assignor has executed this IP Assignment on the date first above written.

BAKER HUGHES INCORPORATED

By: 
Name: David Emerson
Title: Vice President

**Schedule A
Patents**

Intellectual Property Asset		
Patents:		
Issue Date	Patent No.	Title
7/20/1993	5228524	Fluid System for Controlling Fluid Loss During Hydro Recovery Operations
7/5/1994	5325921	Method of Propagating a Hydraulic Fracture Using Fluid Loss Control Particulates
5/16/1995	5415232	Method and Apparatus for Ramping of Stimulation Chemical concentrations for Treatment of Subterranean Formations
4/3/2001	6211120	Aluminum Chlorhydrate in Viscosifying Brine for Carrying Proppants in Gravel Packing
11/4/2003	6642185	Borate Crosslinked Fracturing Fluid Viscosity Reduction Breaker Mechanism and Products
9/9/2003	6617285 and 7084093	Polyols For Breaking of Borate Crosslinked Fracturing Fluid USCP: Polyols for Breaking of Fracturing Fluids USCQ: Catalyzed Polyol Gel Breaker Composition
1/9/2007	7160842	Polyols For Breaking of Borate Crosslinked Fracturing Fluid USCP: Polyols for Breaking of Fracturing Fluids USCQ: Catalyzed Polyol Gel Breaker Composition
8/14/2007	7256160	Fracturing Fluids for Delayed Flow Back Operations
4/24/2007	7208529	Aminocarboxylic Acid Breaker Compositions for Fracturing Fluids
7/18/2006	7078370	Biodegradable Chelant Composition for Fracturing Fluid
10/19/2004	6805198	Organic Acid System for High Temperature Acidizing
8/2/2005	6923260	Mitigation of Proppant Sticking in Removing Downhole Tools
2/7/2006	6994166	Composition and Method for Diversion Agent of Acid Stimulation of Subterranean Formations
3/27/2007	7195065	Stabilizing Crosslinked Polymer Guars and Modified Guar Derivatives
6/9/2009	7543646	Improvement of Suspension of Concentrated Particulate Additives to Fracturing and Other Fluids
4/27/2010	7703522	Formation Consolidation and Methods of Use
Patent Applications:		
Filing Date	Appl. No.	Title
9/7/2005	11221102	Deep Water Completions Fracturing Fluid Compositions
6/9/2009	12481132	Suspension of Concentrated Particulate Additives Containing Oil for Fracturing and Other Fluids
12/21/2009	12643274	Method to Remove Coal Fines
07/06/2010	12830978	Deep Water Completions Fracturing Fluid Compositions
Unfiled Disclosures:		
Title		
HighPERM FRAQ		
Addition to Particles To Associate Polymer Well Service Fluid		
Aqueous Gelling Agents For Oilfield Uses		
Non-nuclear Proppant Densitometer		
Method and Composition for Water Control and Sand Consolidation in Subterranean Formations		
Methods of Using Seawater for Well Treatment Fluids		