

01/27/2011



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or the new address(es) below

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U.S. PATENT AND TRADEMARK OFFICE

To the Director of the U.S. Patent and Trademark Office

1. Name of conveying party(ies)

MGM WELL SERVICES, INC

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 2011-01-13

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other

2. Name and address of receiving party(ies)

Name: INTEGRATED PRODUCTION SERVICES, INC.

Internal Address:

Street Address 3700 BUFFALO SPEEDWAY

SUITE 620

City: HOUSTON

State: TX

Country: US Zip: 77098

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

A Patent Application No.(s)

☐ This document is being filed together with a new application

B. Patent No (s)

7,448,442,
6,719,060;
6,209,637;
6,467,541,

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Timothy W. Johnson

Internal Address: Matthews, Lawson & Johnson PLLC

Street Address: 2000 Bering Drive

Suite 700

City: Houston

State: TX Zip: 77057

Phone Number: 713/355-4200

Fax Number: 713/355-9689

Email Address:

6. Total number of applications and patents involved: 4

7. Total fee (37 CFR 1.21(h) & 3.41) \$160.00

- ☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 132166

01/27/2011 HTON11 00000015 7448442
Authorized User Name Tim W. Johnson
01 FC:8021 160.00 01

9. Signature:

Signature

January 20, 2011

Date

Timothy W. Johnson
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents

7

SCHEDULE C

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT ("Assignment") is by and between MGM Well Services Inc., a Texas corporation, ("MGM") and Integrated Production Services, Inc., a Delaware corporation, ("IPS"). This Assignment is effective as of December 31, 2010.

This Assignment is contemporaneously executed with an Intellectual Property Assignment Agreement wherein this Assignment is reference and to which this Assignment is attached;

As used herein "Patents" means all issued patents and/or pending patent applications in any jurisdiction including but not limited to, U.S. Patent No. 7,448,442 (the "'442 Patent"), entitled "PAD TYPE PLUNGER"; U.S. Patent No. 6,719,060 (the "'060 Patent"), entitled "PLUNGER LIFT SEPARATION AND CYCLING"; U.S. Patent No. 6,209,637 (the "'637 Patent") entitled "PLUNGER LIFT WITH MULTIPART PISTON AND METHOD OF USING THE SAME"; U.S. Patent No. 6,467,541 (the "'541 Patent") entitled "PLUNGER LIFT METHOD AND APPARATUS"; and any and all applications for patents and patents resulting from the '442, '060, '637 and/or '541 Patent(s), or any other patents or patent applications, in any and all countries, including all divisionals, continuations, reexaminations and resulting certificates, and reissues, and all rights of priority; and

IPS desires to acquire all right, title and interest in and to the Patents.

Now, therefore, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

MGM hereby assigns, transfers and conveys to IPS the entire right title, and interest in and to the Patents in the United States and all jurisdictions outside the United States (including, without limitation, the right to maintain and renew any registrations included in the Patents, the right to file applications, continuations, continuations-in-part, divisionals, reexaminations, and/or reissues within or outside the United States based in whole or in part upon the Patents, and any priority right that may arise from the Patents, the right to sue for past, current, or future infringement of the Patents, and the right to collect damages for the same), the same to be held and enjoyed by IPS as fully and entirely as said interest could have been held and enjoyed by MGM had this assignment, transfer or conveyance not been made.

MGM authorizes the Commissioner of Patents of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the Patents and/or applications for patents set forth in this Assignment to IPS as assignee of MGM's entire right, title and interest therein. MGM agrees to execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Patents.

For MGM Well Services, Inc.

J.F. MARONEY III
VICE PRESIDENT

(Printed Name and Title)

(Signature)

JAN 13 2011

(Date)

For Integrated Production Services, Inc.:

J.F. MARONEY III
VICE PRESIDENT

(Printed Name and Title)

(Signature)

JAN 13 2011

(Date)