## PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
National Coupling Company, Inc.	05/19/2010

### **RECEIVING PARTY DATA**

Name:	Gary L. Groves Jr.		
Street Address:	602 Hunters Way Court		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77024		

Name:	Robert E. Smith III	
Street Address:	3119 Cypress Point	
City:	Missouri City	
State/Country:	TEXAS	
Postal Code:	77459	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	
Application Number:	11424773	

# CORRESPONDENCE DATA

Fax Number: (832)446-2452

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 832-446-2400

Email: wcpatent@counselip.com

Correspondent Name: Wong, Cabello, Lutsch, Rutherford & Bruc

Address Line 1: 20333 State Highway 249
Address Line 4: Houston, TEXAS 77070

ATTORNEY DOCKET NUMBER: 1080-0002US

**PATENT** 

REEL: 025957 FRAME: 0605

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NAME OF SUBMITTER:	Christopher D. Keirs
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PATENT REEL: 025957 FRAME: 0606

# ASSIGNMENT OF PATENTS AND GRANT BACK LICENSE

WHEREAS, National Coupling Company, Inc., a Texas corporation ("Assignor"), having an address of 1316 Staffordshire Road, Stafford, Texas 77477, owns certain patents and patent applications listed in Exhibit A (the "Patents"):

WHEREAS, Gary L. Groves, Jr., an individual having an address of 602 Hunters Way Court, Houston, Texas 77024, and Robert E. Smith III, an individual having an address of 3119 Cypress Point, Missouri City, Texas 77459 (collectively, "Assignees"), are former shareholders in Assignor and whose shares were purchased by Hunting Energy Services, Inc., a Delaware corporation, a third party to this Assignment of Patents and Grant Back License (this "Agreement");

WHEREAS, Assignees desire to have the Patents assigned to them for purposes other than related to the oil and gas industry (the oil and gas industry is hereinafter referred to as the "Business"); and

WHEREAS, Assignor is willing to assign the Patents to Assignees based on Assignees' representation and Assignor's belief that the Patents are not applicable to the Business, and Assignees' grant back of an exclusive license to such Patents solely in the Business.

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 Assignees, its successors and assigns, the entire right, title and interest in and to, and possession and use of, the Patents, throughout the world; all related non-provisional applications including divisional applications, continuation applications, continuation-in-part applications, renewals, reissues, reexaminations, substitutes or extensions thereof; the right to file and prosecute the Patents and such related applications for patent in the names of Assignees and/or Assignor or Assignor's inventors listed on such Patents; all income, royalties, damages and payments hereafter due or payable with respect to any of the Patents; and in and to all future causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for future infringement of the rights assigned or to be assigned hereunder, subject to the license granted in this Agreement.

Assignor hereby authorizes and requests the appropriate governmental officials to issue any and all such United States of America or foreign country Patents assigned hereunder, to the Assignees, as the owner of the entire and exclusive right, title and interest in and to the same.

Assignor makes no warranty or representation as to the patentability or enforceability of the Patents, or the infringement or noninfringement of the subject matter of the Patents, and otherwise makes such assignment in the Patents to Assignees on an "as is, where is" basis.

Each Assignee hereby grants back to Assignor an exclusive, nonterminable, perpetual, nonroyalty-bearing, worldwide license to make and have made (by manufacturers, suppliers, and assemblers of components and subassemblies for Assignor), use, offer to sell, sell, import, lease,

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rent, modify, repair, or otherwise dispose of products, process products, and perform services, related to the subject matter of the Patents, and all intellectual property rights associated therewith, only in the Business with the right of Assignor to fully sublicense such rights for such Business.

Each Assignce further agrees that he will only make and have made (by manufacturers, suppliers, and assemblers of components and subassemblies for such Assignce), use, offer to sell, sell, import, lease, rent, modify, repair, or otherwise dispose of products, process products, and perform services, related to the subject matter of the Patents, and all intellectual property rights associated therewith, that are not related to the Business.

In no event will a party hereto be liable to the other party or any third parties as a result of any acts or omissions by the other party under or in connection with this Agreement or the subject matter of the Patents.

Assignees, or any approved successor or assign, may not assign any of its rights or delegate any of its duties under this Agreement without the prior written approval of the Assignor. Any assignment made in contravention of this provision shall be null and void for all purposes.

This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, and successors and assigns.

This Agreement may be executed in any number of counterparts, each of which shall be enforceable against the party actually executing such counterpart, and all of which together shall constitute one instrument.

This Agreement will be exclusively governed by, and any dispute, controversy or claim will be decided in accordance with, the laws of the State of Texas, United States of America, with exclusive jurisdiction in Harris County, Texas, without giving effect to any choice of law rule that would cause the application of any other laws.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignees have set their hand as to the dates set forth below.

ASSIG	NOR:
Nation	al Coupling Company
Ву:	The state of the s
Name:	Rob Davie
Title: _	Vice President
***************************************	1218 MAIL 3010
Date of	Execution

<b>BOOKSTANDONES</b>	
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## COUNTY OF HARRIS

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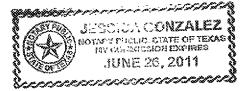
BEFORE ME, the undersigned authority, on this day personally appeared Rob Davie, as Vice President of National Coupling Company, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this MTh day of MUU, 2010.

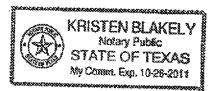
AMM Stary Public /

**ASSIGNEES:** 

5-29-10



Ale of Execution



STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Gary L. Groves, Jr., 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 purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this

\_, 2010.

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Gary L. Groves, Ir., 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 purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 210 day of May

Kristen Blakely Kristen Blakely

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# Exhibit A

Patents Docket	Status	Application No.	Patent No.	Description
221-0082CA	Filed	2591731	2439202	Chemical Application Apparatus for Sprinkler Systems
221-0082GB	Granted	711415.0		Chemical Application Apparatus for Sprinkler Systems
221-0082GBD	Filed	810647.8		Chemical Application Apparatus for Sprinkler Systems
221-0082US	Filed	11/424,773		Chemical Application Apparatus for Sprinkler Systems

PATENT REEL: 025957 FRAME: 0611

**RECORDED: 03/15/2011**