

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Dynamic Dinosaurs B.V.	04/01/2011
RECEIVING PARTY DATA	
Name:	Enventure Global Technology, LLC
Street Address:	15995 N. Barkers Landing, Suite 350
City:	Houston
State/Country:	TEXAS
Postal Code:	77079
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	12612577
Application Number:	12598837
CORRESPONDENCE DATA	
Fax Number:	(281)552-2201
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	281-552-2200
Email:	IP_Group@enventuregt.com
Correspondent Name:	Enventure Global Technology
Address Line 1:	15995 N. Barkers Landing, Suite 350
Address Line 4:	Houston, TEXAS 77079
ATTORNEY DOCKET NUMBER:	P107-0533-US3
NAME OF SUBMITTER:	Derek V. Forinash

Total Attachments: 11
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ENVENTURE GLOBAL TECHNOLOGY, L.L.C.

and

KENDA CAPITAL L.L.C.

and

DYNAMIC DYNOSAURS B.V.

CONFIDENTIALITY AGREEMENT

18 September 2009

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made on the 18th of September 2009

BETWEEN:

Enventure Global Technology, L.L.C., a limited liability company incorporated under the laws of Delaware and having its office at 15995 North Barkers Landing, Suite 350, Houston, Texas 77079 ("EGT"); and

Kenda Capital L.L.C., a company incorporated in the State of Delaware and having its office at 2700 Post Oak Boulevard, Suite 1750, Houston, Texas 77056, U.S.A ("KENDA"); and

Dynamic Dinosaurs B.V., a company incorporated under the laws of the Netherlands and having its office at Hardenburch, Lange Kleiweg 60F, Rijswijk, 2288 GK, The Netherlands ("DINOS").

(each a "Party" and together the "Parties").

WHEREAS:

- (A) The Parties are interested in, and agree to exchange Confidential Information in order to evaluate certain technology related to "super expandable" devices for localized expansion of tubulars and methods for achieving top-down expansion of coiled tubing in order to investigate potential cooperation by the Parties.
- (B) In relation to and in order to facilitate such discussions, the Parties may reveal Confidential Information to each other solely to facilitate the Project (as defined below), subject to the terms and conditions set out in this Agreement.
- (C) The Parties wish to enter into this Agreement to establish the rights and obligations in respect of such information and other matters.

IT IS HEREBY AGREED AS FOLLOWS:

1 DEFINITIONS

1.1 In this Agreement:

1.1.1 "Affiliate" means in respect of KENDA:

Kenda Capital B.V., Shell Technology Ventures Fund 1 B.V. and any entity, which Shell Technology Ventures Fund 1 B.V., from time to time, directly or indirectly controls; and

For the purpose of this paragraph:

- (i) an entity directly controls another entity if it owns fifty per cent or more of the voting rights attached to the issued share capital of the other entity; and

- (ii) an entity indirectly controls another entity if a series of entities can be specified, beginning with the first entity and ending with the other entity, so related that each entity of the series (except the ultimate controlling entity) is directly controlled by one or more of the entities earlier in the series;

1.1.2 **"Confidential Information"** means (i) any and all confidential data, reports, records, correspondence, notes, compilations, studies and other information disclosed directly or indirectly by one Party, any of its Affiliates, or any of their respective Representatives, agents, consultants or advisers to the other Party and/or its Affiliates or any of their respective Representatives agents or advisers relating to or in any way connected with the Project, whether such information is disclosed orally, in writing, in machine readable form or by any other means, regardless of whether such information is identified as confidential, and includes, without limitation, (a) the results, analysis, compilations, studies, conclusions and other findings of any evaluation by the receiving Party of any information disclosed to the receiving party in connection with the Project and any other information derived from the Confidential Information and (b) any information ascertainable by inspection by the Receiving Party or its Representatives of the premises or business of Disclosing Party as well as (ii) the existence and contents of this Agreement and the existence, status and contents of the discussions between the Parties about the Project and any involvement of any of the Parties and/or its Affiliates in this Project;

If disclosed orally or through viewing, the disclosing Party must, within 15 days of such disclosure, provide the receiving Party in writing of a summary of the information disclosed and which the disclosing Party considers to be Confidential Information;

1.1.3 **"Project"** has the meaning attributed to it in Recital A;

1.1.4 **"Representatives"** means directors, officers or employees of a Party;

1.1.5 **"Technical Information"** means written and unwritten Confidential Information that is proprietary in nature (including without limitation processes or product formulations) and not of a business, economic or financial nature;

1.1.6 **"Notice of Discontinuance"** means a written notice sent by one Party to the other Party informing such other Party formally of its decision to end further exchange of Confidential Information or discussions between the Parties under this Agreement;

2 UNDERTAKINGS BY THE PARTIES

2.1 Each Party acknowledges that the Confidential Information received is (i) confidential, (ii) the property of the disclosing Party and (iii) undertakes, during the

term of this Agreement and for a period of two (2) year following the expiry or termination of this Agreement:

- 2.1.1 to use the Confidential Information received solely for the purpose of the Project;
- 2.1.2 to keep the Confidential Information received in strict confidence;
- 2.1.3 not, without the prior written consent of the disclosing Party, to disclose the Confidential Information furnished to it to anyone other than its Affiliates and its Affiliates' Representatives, investors, agents, consultants or advisers who have a legitimate need to know the Confidential Information in order to participate in or negotiate with respect to the Project;
- 2.1.4 before disclosing Confidential Information to any third party, including investors, agents, consultants or advisers, pursuant to Paragraph 2.1.3, to ensure that such person agrees to be bound by obligations of secrecy and restricted use no less stringent than those set forth hereunder and ensure compliance by such person and be liable for any breach of such obligations by such person;
- 2.1.5 to be responsible for any action by any person to whom Confidential Information has been disclosed pursuant to clause 2.1.4 which, if such person were party to this Agreement, would constitute a breach of this Agreement by that person and for any claims, losses, liabilities and damages resulting there from;
- 2.1.6 to inform the other Party immediately the full circumstances of any disclosure upon becoming aware that Confidential Information has been disclosed in breach of the terms of this Agreement;
- 2.1.7 not to use the Confidential Information in any way directly or indirectly detrimental to the disclosing Party or any of its Affiliates. In particular the receiving Party agrees that during the period of 24 months after the date hereof it will not knowingly, as a result of knowledge or information obtained from the Confidential Information or otherwise in connection with the Project (i) divert any business or customer from the disclosing Party and/or any of its Affiliates;
- 2.1.8 as and when requested in writing by the disclosing Party, the receiving Party shall return or destroy all written Confidential Information supplied by or on behalf of the disclosing Party and use all reasonable endeavours to ensure that anyone to whom the receiving Party has supplied such Confidential Information destroys or permanently erases such Confidential Information and any copies made. In each case the receiving Party shall be entitled to retain a copy of any such Confidential Information for regulatory compliance purposes or as required by any applicable law, rule or regulation or by any competent judicial, governmental, supervisory or regulatory body, or where Confidential Information has been disclosed under clause 2.3 below.

2.2 The undertakings in Clause 2.1 shall not apply to any Confidential Information which:

2.2.1 at the time of disclosure to the receiving Party or thereafter has become part of public knowledge or literature without breach of any of the said undertakings by such Party;

2.2.2 the receiving Party can show was in its possession at the time of disclosure hereunder and was not acquired by such Party under an obligation of confidence; or

2.2.3 the receiving Party can show was received by it after the time of disclosure hereunder from its own independent research and development or from a third party (other than one disclosing on behalf of the other Party or its Affiliates) who could lawfully do so and who did not derive the Confidential Information from the other Party or any of its Affiliates.

The foregoing exceptions shall not, however, apply to:

(i) specific information merely because it is embraced by or included with other information which falls within any one or more of such exceptions; or

(ii) any combination of information merely because specific information (but not the combination itself) falls within any one or more of such exceptions.

2.3 If a receiving Party, its Representatives or other permitted recipients is required or requested by any court or legislative or administrative body including any recognised stock exchange to disclose any Confidential Information, such Party will promptly and prior to disclosure notify the disclosing Party so that an appropriate protective order and/or other action can be sought and/or other action can be taken if possible. If such protective order is not, or cannot be, obtained, then:

2.3.1 the Party subject to the disclosure requirement or request may disclose to the appropriate body that portion of the Confidential Information which such Party is legally required to disclose and shall use reasonable efforts to obtain assurances that confidential treatment will be accorded to the Confidential Information; and

2.3.2 the Party subject to the disclosure requirement or request shall not be liable for such disclosure unless such disclosure was caused by or resulted from a previous disclosure by such Party or its Affiliates or any of their Representatives, agents or advisers that was not permitted by this Agreement.

2.4 Reproduction, reverse engineering, disassembly, modification, and/or use of the Confidential Information for any purpose other than evaluation in respect of the Project, except as provided for in this Agreement, are prohibited.

3 NO COMMITMENTS

- 3.1 Each Party warrants to the other Party that it has the right to disclose any Confidential Information that it actually provides to the other Party.
- 3.2 No Party shall be under any obligation or commitment to enter into discussions or any further agreement merely by reason of the execution of this Agreement or the disclosure, evaluation or inspection of Confidential Information. Unless and until mutually agreed definitive and legally binding written and executed agreements are entered into by the Parties with respect to the Project, any Party shall be entitled to withdraw from discussions relating to the Project without liability of any kind to the other Party so long as the terms of this Agreement are performed.
- 3.3 It is agreed that discussions in relation to the Project are exclusive and each Party agrees not to discuss, negotiate or agree any matter with any third party, in relation to the Project, for a period of ninety (90) days.
- 3.4 Neither Party nor any of its Representatives, Affiliates, agents or advisers makes any other representation or warranty, express or implied, to the other Party concerning the accuracy, utility, quality, reliability or completeness of any of the Confidential Information supplied under this Agreement.
- 3.5 Neither Party nor any of its Representatives, Affiliates, agents or advisers makes any representations and assumes no responsibility whatsoever with respect to freedom from infringement of any patent and/or copyright resulting from the other Party's use of the Confidential Information.
- 3.6 No Party shall be under any obligation to disclose or continue disclosing Confidential Information to the other Party and disclosure of its Confidential Information shall be at the sole discretion of each Party.

4 COMMENCEMENT AND TERMINATION

- 4.1 This Agreement shall enter into force on the date first above-mentioned and shall expire two (2) year from such date.
- 4.2 Notwithstanding the foregoing any Party may terminate this Agreement by giving ten (10) days notice thereof in writing to the other Parties.
- 4.3 Notwithstanding the foregoing Clauses 4.1 and 4.2, in addition to the provisions of this Agreement that survive termination and expiry by their own terms, the provisions of Clauses 5, 6, 7, 8, 9, 10 and 12 shall survive termination and expiry of this Agreement.

5 GOVERNING LAW & DISPUTE RESOLUTION

- 5.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- 5.2 The Parties submit to the non-exclusive jurisdiction of the Texas courts.
- 5.3 Each Party hereby waives its rights to a jury trial of any claim or cause of action based upon, arising out of or in any way connected with this Agreement.

5.4 In connection with any litigation, or similar proceeding arising pursuant to or under this Agreement, the Parties hereto agree to enter into a discovery control plan under the Texas Rules of Civil Procedure meeting the requirements of this Agreement. Each party shall have the right to take no more than four (4) depositions of potential witnesses, which in total shall not exceed sixteen (16) hours. Each party shall have the right to serve no more than ten (10) sets of interrogatories, none of which shall include more than three (3) subparts. Additional discovery shall be in the discretion of the judge up to (but not greater than) twice the limitations stated.

6 NO WAIVER – SPECIFIC PERFORMANCE – SEVERANCE

- 6.1 Failure by a Party or its Affiliates in exercising any right, power or privilege hereunder shall not act as a waiver, nor shall any single or partial exercise thereof preclude any further exercise of any right, power or privilege.
- 6.2 No waiver of any term of this Agreement shall be valid unless it is in writing and signed on behalf of the Party by whom it is given.
- 6.3 Each Party acknowledges that damages alone would not be an adequate remedy for any breach of this Agreement and agrees that the other Party shall be entitled to the remedies of injunction, specific performance or other equitable relief. Such remedy shall be in addition to and not in lieu or limitation of other remedies available at law or in equity.
- 6.4 If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions of this Agreement will remain in force.

7 NOTICES

Any notices to be given hereunder by either Party to the other shall be in English and sent by registered letter or facsimile to the other Party at the addresses stated below:

Enventure Global Technology, LLC

15995 North Barkers Landing, Suite 350
Houston, TX 77079
U.S.A

Attention: Kevin Waddell

Facsimile No: + 1 (281) 552 2201

Kenda Capital LLC

2700 Post Oak Boulevard, Suite 1750
Houston, Texas 77056
U.S.A

Attention: Legal Counsel
Facsimile No: +1 713 960 8699

Dynamic Dinosaurs B.V.

Hardenburch, Lange Kleiweg 60F, Rijswijk 2288GK
The Netherlands

Attention: Bruce Stewart
Facsimile No: +31 70 413 4059

Any notices shall be effective only upon actual receipt at the appropriate address.

8 BENEFIT FOR AFFILIATES – RIGHTS OF THIRD PARTIES – ASSIGNMENT

8.1 It is intended that the undertakings and obligations of a Party herein are taken by the other Party for its own benefit and also for the benefit of its Affiliates, agents, advisers and Representatives and, subject to the provisions of Clause 8.2, are intended to be enforceable by such parties.

8.2 Notwithstanding Clause 8.1, this Agreement may be terminated, rescinded, amended or varied by the Parties without notice to and the consent of any third party.

9 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the Parties with respect to the subject matter thereof and supersedes any and all prior communications understandings, arrangements or agreements between the Parties, whether written, oral, express or implied relating thereto. No amendment or modification to or waiver of this Agreement shall be valid unless in writing and signed by a duly authorised representative of each of the Parties.

10 COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

11 EXPORT CONTROL

Both Parties acknowledge that they are familiar with the United States of America ("USA") and other applicable regulations concerning the export or re-export of (USA) source technical data, or the direct product thereof, to unauthorised destinations and both Parties agree to abide by all such regulations in respect of all information supplied hereunder.

[INTENTIONALLY LEFT BLANK – SIGNATURE BLOCKS ON NEXT PAGE]

IN WITNESS WHEREOF this Agreement has been executed by the duly authorised representatives of the Parties the day and year first above written.



Signed by: Kevin K. Waddell
Position: VP Engineering + Business Development
for and on behalf of
Enventure Global Technology, L.L.C.

Kevin K. Waddell

Signed by: Eugene Murphy
Position: President
for and on behalf of
Kenda Capital, L.L.C.

E. Murphy

Signed by Aruna Subramanian Bert Dequena
Position: Director General attorney
for and on behalf of
Dynamic Dinosaurs B.V.

Aruna Dequena

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