

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Ulterra Drilling Technologies, L.P.	05/31/2011
RECEIVING PARTY DATA	
Name:	Multi-Shot, LLC d/b/a MS Energy Services
Street Address:	3335 Pollok Drive
City:	Conroe
State/Country:	TEXAS
Postal Code:	77303
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	5675674
Patent Number:	5808779
CORRESPONDENCE DATA	
Fax Number:	(713)590-9601
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	713-590-9600
Email:	kmckay@ewingjones.com
Correspondent Name:	Randolph Ewing
Address Line 1:	6363 Woodway, Suite 1000
Address Line 4:	Houston, TEXAS 77057
NAME OF SUBMITTER:	Randolph Ewing
Total Attachments: 5 source=Patent Assignment Agreement-Executed#page1.tif source=Patent Assignment Agreement-Executed#page2.tif source=Patent Assignment Agreement-Executed#page3.tif source=Patent Assignment Agreement-Executed#page4.tif source=Patent Assignment Agreement-Executed#page5.tif	

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PATENT ASSIGNMENT AGREEMENT

~~THIS PATENT ASSIGNMENT AGREEMENT~~ (this "Assignment") is entered into this 31st day of May, 2011, but is effective as of the 6th day of July, 2007 ("Effective Date"), by and between ULTERRA DRILLING TECHNOLOGIES, L.P., a Texas limited partnership ("Assignor"), formerly known as RockBit International, L.P., and MULTI-SHOT, LLC, a Texas limited liability company, dba MS ENERGY SERVICES ("Assignee") (together sometimes referred to as the "Parties").

WHEREAS, Assignee desires to assign, and Assignee desires to acquire, all right, title, and interest in and to certain patents that are owned by Assignor.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

1.1 "Transferred Patents" means the patents and patent applications listed in Exhibit A, attached hereto and incorporated herein by reference, and all rights therein and thereto.

2. GRANT OF RIGHTS

2.1 Assignor hereby sells, assigns, and transfers to Assignee the entire right, title, and interest in and to the Transferred Patents throughout the world and the inventions and designs covered thereby, including the right to claim priority and the right to any continuation, division, continuation-in-part, or substitute application thereof and the right to any renewal, reissue, restoration, extension, or reexamination of any patent thereof, together with all claims by Assignor for damages and other recoveries by reason of past infringements of the Patents with the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns, and other legal representatives, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, and legal representatives, to the end of the terms for which the Patents have been or will be granted, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made. As necessary to further such ownership transfer, the Parties will record this Assignment with the United States Patent and Trademark Office. In addition, Assignor shall reasonably cooperate with Assignee in the filing and prosecution of the Transferred Patents.

2.2 Assignor promptly shall deliver to Assignee all documentation pertaining to the Transferred Patents, including copies of all correspondence to or from examining authorities regarding such Transferred Patents, and prior art searches pertaining to such Transferred Patents, and all correspondence with any attorney involved in the preparation and/or prosecution of the Transferred Patents.

3. WARRANTIES AND LIMITATION OF LIABILITY

3.1 Assignor represents and warrants that: (a) it is a limited partnership duly organized and validly existing under the laws of the State of Texas and has full power and

authority to enter into this Assignment and perform its obligations hereunder; (b) immediately prior to the execution of this Assignment, it owns all right, title and interest in and to the Transferred Patents; and (c) it has the legal right to grant all the rights it purports to grant and to convey all the rights it purports to convey pursuant to Section 2.1 above.

3.2 EXCEPT AS PROVIDED IN THIS SECTION 3, ASSIGNOR DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY (IF ANY) IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, AND OF LACK OF NEGLIGENCE OR LACK OF WORKMANLIKE CONDUCT OR EFFORT. ALL TRANSFERRED PATENTS ASSIGNED UNDER THIS ASSIGNMENT ARE PROVIDED AS IS WITH ALL FAULTS, AND NO WARRANTIES OR PROMISES ARE MADE THAT THE SAME WILL WORK OR WORK FOR ANY PARTICULAR PURPOSE. EXCEPT AS PROVIDED IN THIS SECTION 3, THERE IS NO WARRANTY OF TITLE, AUTHORITY OR NON-INFRINGEMENT IN ANY SUCH TRANSFERRED PATENTS.

3.3 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ANY PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THIS ASSIGNMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. MISCELLANEOUS

4.1 Entire Agreement. This Assignment contains the entire understanding of the Parties with respect to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions among the parties with respect to such subject matter.

4.2 Amendments. This Assignment may be amended, modified, supplemented, restated or discharged (and provisions hereof may be waived) only by one or more instruments in writing signed by the party against whom enforcement of the amendment, modification, supplement, restatement, discharge or waiver is sought.

4.3 Governing Law; Forum Selection. This Assignment shall be governed by and construed in accordance with the laws of the State of Texas. The Parties irrevocably consent to the exclusive jurisdiction of the courts of the State of Texas in and for the County of Harris and the United States District Court for the Southern District of Texas in connection with any litigation arising out of or relating to this Assignment or any of the transactions contemplated thereby.

4.4 Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

4.5 No Waiver. No waiver of any breach of any provision of this Assignment shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

4.6 Severability. If any term or other provision of this Assignment is invalid, illegal or incapable of being enforced under any applicable rule or law, such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability and all other conditions and provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby, taken as a whole, is not affected thereby in a materially adverse manner with respect to either party..

4.7 Further Assurances. The Parties agree to take such further action and execute, deliver and/or file such documents or instruments as are necessary to carry out the terms and purposes of this Assignment.

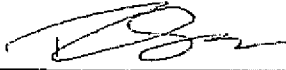
4.8 Captions. The headings used in this Assignment are intended for convenience only and shall not be deemed to supersede or modify any provisions.

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IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date set forth above.

ULTERRA DRILLING TECHNOLOGIES, L.P.

By: UDT GP, LLC
Its General Partner

By: 
Robert Gray
Chief Financial Officer

MULTI-SHOT, LLC DBA
MS ENERGY SERVICES

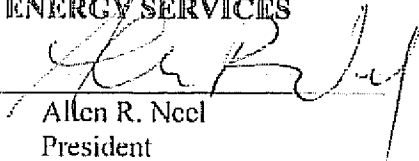
By: 
Allen R. Noel
President

EXHIBIT A

TRANSFERRED PATENTS

1. U. S. Patent Registration No. 5,675,674: Optical fiber modulation and demodulation system
2. U. S. Patent Registration No. 5,808,779: Optical fiber modulation and demodulation system