PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT**

NATURE OF CONVEYANCE: ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
John Hewitt Liversage	05/23/2011

RECEIVING PARTY DATA

Name:	Element Six (Production) (Pty) Ltd
Street Address:	Debid Road
Internal Address:	Nuffield
City:	Springs
State/Country:	SOUTH AFRICA
Postal Code:	1559

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13092396

CORRESPONDENCE DATA

Fax Number: (801)531-9168

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

Phone: 8015321922

Email: djpfeil@traskbritt.com

Correspondent Name: TraskBritt Address Line 1: P.O. Box 2550

Address Line 4: Salt Lake City, UTAH 77027-5115

ATTORNEY DOCKET NUMBER: 9937.1US (CUT4-50159-US)

NAME OF SUBMITTER: Terry S. Jones

Total Attachments: 2

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> **PATENT** REEL: 026495 FRAME: 0523

ASSIGNMENT

PARTIES:

- (1) John Hewitt LIVERSAGE of Element Six (Production) (Pty) Ltd of Debid Road, Nuffield, Springs 1559, South Africa (hereinafter collectively and severally "the INVENTOR")
- (2) **ELEMENT SIX (PRODUCTION) (PTY) LTD** of Debid Road, Nuffield, Springs 1559, South Africa ("the ASSIGNEE")

WHEREAS:

A. The INVENTOR is an inventor of the invention ("the INVENTION") which is the subject of the following patent application(s) (hereinafter collectively and severally "the APPLICATION"):

Country	Application No. and	Inventors	Title	References
	Application Date			
	(Publication No. and			
	Publication Date)			
WO	PCT/US2011/033559	Anthony A.	Cutting Elements for Earth-	PF1004-WO-0
	filed on 22 April	DIGIOVANNI;	Boring Tools, Earth-Boring	
	2011	Nicholas J	Tools including such Cutting	
US	13/092,396 filed on	LYONS;	Elements and Related Methods	PF1004-US-2
	22 April 2011	Matthew S HALE		
	_	and John Hewitt		
		LIVERSAGE		

- B. The INVENTOR's contribution to the INVENTION was made by the INVENTOR during the normal course of the INVENTOR's duties as an employee of the ASSIGNEE, or under a fiduciary duty as a director of the ASSIGNEE, or pursuant to a commission by the ASSIGNEE, and in circumstances such that, as between the INVENTOR and the ASSIGNEE, all the INVENTOR's rights in the INVENTION (including the APPLICATION) has at all relevant times been taken to belong to the ASSIGNEE, or the ASSIGNEE has been beneficially entitled to the same.
- C. For the avoidance of doubt and so as to confirm the ASSIGNEE's legal title to the same, the parties have agreed to execute this Assignment for the purpose of ensuring that all the INVENTOR's rights in the INVENTION (including the APPLICATION and all other intellectual property rights) are vested in the ASSIGNEE.

IT IS AGREED THAT:

In consideration of the sum of US\$1 (one US dollar) paid by the ASSIGNEE to the INVENTOR, receipt of which is hereby acknowledged:

- 1.1 The INVENTOR hereby assigns to the ASSIGNEE, effective as of the date of the INVENTION ("the EFFECTIVE DATE") and the ASSIGNEE hereby confirms its acceptance and accepts from the EFFECTIVE DATE all the INVENTOR's property, right, title, and interest in and to the INVENTION and the APPLICATION for all relevant states including without limitation:
 - (a) the right to apply for and obtain patents in respect of the INVENTION in any country in the world;
 - (b) all right title and interest in the APPLICATION and all patent applications, patents and supplementary protection certificates which may now or at any time in the future derive or result or claim priority from the same or otherwise relate to the INVENTION, including any

PATENT REEL: 026495 FRAME: 0524 divisionals, continuations, reissues, re-examination certificates, extensions, renewals and registrations in relation to any thereof and all and any other rights in the inventions comprised in any of the same (hereinafter collectively and severally "the PATENT RIGHTS");

- (c) the benefit of all priority dates;
- (d) the right to seek and to obtain registrations in any country in the world in respect of any patent deriving from the APPLICATION or otherwise included in the PATENT RIGHTS;
- (e) the right to sue for and obtain injunctive relief, damages and all other relief in respect of any infringement or misuse (whether past present or future) of any of the PATENT RIGHTS or of the rights conferred by the publication of any of the same.
- 1.2 The INVENTOR agrees to execute all such documents as may be required to ensure the vesting in the ASSIGNEE of the PATENT RIGHTS, all at the expense of the ASSIGNEE.
- 1.3 This Assignment shall be governed by English law.

Signed by the INVENTOR

Signature:	
Name:	John Hewitt LIVERSAGE
Date:	2011 - 05 - 23
Signed on	behalf of the ASSIGNEE:
Company	Element Six (Production) (Pty) Ltd
Signature:	_ Cm
Name:	ANGUS MACDON ALD HUDSON
Position	DIRECTOR! PRODUCTION, OIL & GAS
Date:	80.5-2011

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RECORDED: 06/24/2011