

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT												
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the conveying parties to include "Team CO2, Inc." previously recorded on Reel 023814 Frame 0581. Assignor(s) hereby confirms the correct conveying parties are described in the assignment document..												
<b>CONVEYING PARTY DATA</b>													
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Team CO2, Inc.</td> <td>12/11/2009</td> </tr> <tr> <td>Randal L. Decker</td> <td>12/11/2009</td> </tr> <tr> <td>John Ridge</td> <td>12/11/2009</td> </tr> <tr> <td>Mike Hyman</td> <td>12/11/2009</td> </tr> </tbody> </table>		Name	Execution Date	Team CO2, Inc.	12/11/2009	Randal L. Decker	12/11/2009	John Ridge	12/11/2009	Mike Hyman	12/11/2009		
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<b>RECEIVING PARTY DATA</b>													
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20%;"><b>Name:</b></td> <td>Team CO2 Holdings, LLC</td> </tr> <tr> <td><b>Street Address:</b></td> <td>203 W. Wall Street</td> </tr> <tr> <td><b>Internal Address:</b></td> <td>Suite 308</td> </tr> <tr> <td><b>City:</b></td> <td>Midland</td> </tr> <tr> <td><b>State/Country:</b></td> <td>TEXAS</td> </tr> <tr> <td><b>Postal Code:</b></td> <td>79701</td> </tr> </table>		<b>Name:</b>	Team CO2 Holdings, LLC	<b>Street Address:</b>	203 W. Wall Street	<b>Internal Address:</b>	Suite 308	<b>City:</b>	Midland	<b>State/Country:</b>	TEXAS	<b>Postal Code:</b>	79701
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<b>PROPERTY NUMBERS Total: 1</b>													
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<b>CORRESPONDENCE DATA</b>													
<p>Fax Number: (713)972-1180  <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 7139721150        Email: vocanas@arnold-iplaw.com        Correspondent Name: Arnold &amp; Knobloch, L.L.P.        Address Line 1: 4900 Woodway Drive        Address Line 2: Suit 900        Address Line 4: Houston, TEXAS 77056</p>													
<b>ATTORNEY DOCKET NUMBER:</b>	T32202												

CH \$40.00 7464754

**501613673**

**PATENT**  
**REEL: 026686 FRAME: 0772**

**NAME OF SUBMITTER:**

Valerie Ocanas authorized by JAS

**Total Attachments: 6**

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01/20/2010  
 501070517

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

**CONVEYING PARTY DATA**

Name	Execution Date
Randal L. Decker	12/11/2009
John Ridge	12/11/2009
Mike Hyman	12/11/2009

**RECEIVING PARTY DATA**

Name:	Team CO2 Holdings, LLC
Street Address:	203 W. Wall Street, Suite 308
City:	Midland
State/Country:	TEXAS
Postal Code:	79701

**PROPERTY NUMBERS Total: 1**

Property Type	Number
Patent Number:	7464754

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 Phone: 7139721150  
 Email: vocanas@arnold-iplaw.com  
 Correspondent Name: Arnold & Knobloch, L.L.P.  
 Address Line 1: 4900 Woodway, Suite 900  
 Address Line 4: Houston, TEXAS 77056

ATTORNEY DOCKET NUMBER:	T32202
NAME OF SUBMITTER:	Valerie Ocanas authorized by GTA

Total Attachments: 4  
 source=2009-12-11 Executed Assignment of Patent Rights\_Inventors to Team CO2#page1.tif  
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source=2009-12-11 Executed Assignment of Patent Rights\_Inventors to Team CO2#page4.tif

## ASSIGNMENT OF PATENT RIGHTS

This Assignment of Patent Rights (this "*Assignment*") is made and entered into on this 11th day of December, 2009, by and between Team CO2, Inc. ("*Old Team CO2*"), Randal L. Decker ("*Decker*"), John Ridge ("*Ridge*") and Mike Hyman ("*Hyman*") (collectively the "*Assignors*") and Team CO2 Holdings, LLC ("*Assignee*"), with reference to the following facts:

Decker, Ridge and Hyman assigned the Patent Application (defined below) to Old Team CO2 shortly after it was filed. Old Team CO2 has never assigned the Patent Application back to Decker, Ridge and Hyman. In July of 2009, Old Team CO2 executed an assignment of the Patent Application to Assignee which was never recorded and is voided by this Assignment.

Assignors have agreed to transfer, assign and convey all inventions described and/or claimed in the Patent Application, Future Patents and the Issued Patent (all defined below) to Assignee, and Assignee has agreed to accept this assignment.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the assignment, mutual promises, covenants and agreements set forth herein, the parties hereto agree as follows:

1. Assignment. FOR VALUE RECEIVED, receipt and sufficiency of which is hereby acknowledged by Assignors, Assignors hereby, irrevocably, without reservation, transfer, assign and convey all inventions described and/or claimed in U.S. Patent Application No. 11/175,956, entitled "CO2 Foamed Well Treatments", filed on July 7, 2005 (the "Patent Application") and any and all rights to any patent issuing from, or claiming priority based on, the Patent Application, and any reissues, reexaminations, continuations, continuations-in-part or divisionals thereof that issue throughout the United States of America and any respective foreign counterpart patent applications or foreign patents issuing therefrom (the "*Future Patents*") to Assignee, including US Patent No. 7,464,754 (the "*Issued Patent*") and the right to sue and settle for past infringement and damages, it being the intent of the Assignors to convey all rights and causes of action relating to the Issued Patent and Future Patents, whether past, present, or future.

2. Entire Agreement. This Assignment and the documents referred to herein constitute the entire agreement between the parties with respect to the subject matter hereof, and supercede all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter hereof.

3. GOVERNING LAW. THIS ASSIGNMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE CONFLICTS OF LAWS PRINCIPALS OF SUCH STATE.

4. Severability. Whenever possible, each provision of this Assignment will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment is held to be prohibited by or invalid under applicable law, such provision

will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Assignment, which shall remain in full force and effect.

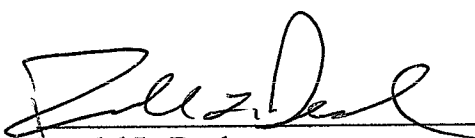
5. Amendments. This Assignment may be amended only by a written document executed by all of the parties hereto.

6. Counterparts. This Assignment may be executed in one or more counterparts each of which shall be an original of this Assignment and all of which shall constitute one and the same document. Faxed signatures of this Assignment shall be binding and deemed to be original signatures for all purposes.

EXECUTED as of the date first above written.

**ASSIGNORS:**

**TEAM CO2, INC.**

By: 

Name: Randal L. Decker

Title: President

  
Randal L. Decker

\_\_\_\_\_  
John Ridge

\_\_\_\_\_  
Mike Hyman

**ASSIGNEE:**

**TEAM CO2 HOLDINGS, LLC**

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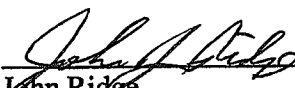
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