

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Robert W. Evans	07/09/2010
RECEIVING PARTY DATA	
Name:	Halliburton Energy Services, Inc.
Street Address:	10200 Bellaire Boulevard
City:	Houston
State/Country:	TEXAS
Postal Code:	77072
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6481495
CORRESPONDENCE DATA	
Fax Number:	(713)238-8008
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	713-238-8000
Email:	eskaggs@conleyrose.com
Correspondent Name:	Collin A. Rose
Address Line 1:	P.O. Box 3267
Address Line 4:	Houston, TEXAS 77253-3267
ATTORNEY DOCKET NUMBER:	1391-94200
NAME OF SUBMITTER:	Collin A. Rose
Total Attachments: 8 source=1391-94200 Executed Assignment#page1.tif source=1391-94200 Executed Assignment#page2.tif source=1391-94200 Executed Assignment#page3.tif source=1391-94200 Executed Assignment#page4.tif source=1391-94200 Executed Assignment#page5.tif source=1391-94200 Executed Assignment#page6.tif source=1391-94200 Executed Assignment#page7.tif source=1391-94200 Executed Assignment#page8.tif	

CH \$40.00 6481495

501621301

PATENT  
REEL: 026722 FRAME: 0458

## PATENT AND INVENTION ASSIGNMENT

THIS PATENT AND INVENTION ASSIGNMENT ("AGREEMENT") is made between (1) Halliburton Energy Services, Inc., a Delaware corporation, having its principle office at 3000 North Sam Houston Parkway East, Houston, TX 77032; (2) Evans Engineering & Manufacturing, Inc., a Texas corporation, having its principle office at 13843 Highway 105W Suite 429, Conroe, TX 77304; (3) Robert W. Evans, a shareholder of EEI and EEMI with a residence in Montgomery, Texas; and (4) James C. Brame, a shareholder of EEI with a residence in Willis, Texas.

### WITNESSETH:

WHEREAS, EVANS and BRAME desire to assign to HESI the intellectual property identified below to the extent such intellectual property is owned or controlled by EVANS, BRAME or EEMI; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the parties agree as follows:

1. Definitions. The following terms, whenever used in this AGREEMENT, have the meanings set forth below:

1.1 "HESI" means Halliburton Energy Services, Inc.

1.2 "EEMI" means Evans Engineering & Manufacturing, Inc.

1.3 "EVANS" means Robert W. Evans in his personal capacity.

1.4 "BRAME" means James C. Brame in his personal capacity.

1.5 "EVANS PATENTS" means any and all patents that issue from any provisional, continuation, divisional, continuation-in-part, reissue, reexamination, or foreign counterpart patent applications relating to or claiming priority to the following patents or patent applications listed on Exhibit A, and any and all renewals or extensions thereof, and any and all corresponding rights that, now or hereafter, may be secured throughout the world.

1.6 "EEI" means Evans Engineering, Inc.

1.7 "EVANS INVENTION" means an invention titled "Double Acting Shock Damping Device." No representation is made by EVANS or BRAME or EEMI as to the patentability of the EVANS INVENTION.

1.8 "EVANS/BRAME INVENTION" means an invention titled "Jar With Integrated Load Cell." No representation is made by EVANS or BRAME or EEMI as to the patentability of the EVANS/BRAME INVENTION.

1.9 "EFFECTIVE DATE" means the date on which all parties to this AGREEMENT have executed this AGREEMENT. In no event, however, shall this AGREEMENT be effective prior to the date on which HESI acquires the shares of EVANS and BRAME in EEL.

## 2. Assignment of Patents to HESI

2.1 Assignment of Patents by EVANS to HESI. Subject to the terms and conditions set forth in this AGREEMENT, EVANS does hereby assign, sell and convey to HESI, its successors and assigns, (a) the EVANS PATENTS and the right to recover past, present and future damages (i.e., damages accruing before, at and after the Effective Date) for infringement of the EVANS PATENTS. The assignment under this Section 2.1 shall be referred to as the "EVANS ASSIGNMENT."

2.2 Assignment of Inventions by EVANS and BRAME to HESI. Subject to the terms and conditions set forth in this AGREEMENT, EVANS does hereby assign, sell and convey to HESI, its successors and assigns the EVANS INVENTION. Subject to the terms and conditions set forth in this AGREEMENT, EVANS and BRAME do hereby assign, sell and convey to HESI, its successors and assigns the EVANS/BRAME INVENTION. Any costs and expenses associated with prosecuting patent applications for the EVANS INVENTION or the EVANS/BRAME INVENTION shall be borne by HESI. EVANS and BRAME agree to cooperate with the filing and prosecution of any such patent applications but neither EVANS nor BRAME warrants that these inventions will ultimately be deemed patentable or entitled to a patent. To the extent that HESI opts not to file patent applications, HESI will timely notify EVANS and provide EVANS an opportunity to file patent applications himself, at his own expense, in which case EVANS will own all rights in the applications and any related applications and any patents that issue therefrom, provided that EVANS grants to HESI a covenant not to sue with respect to any such patent, including HESI's licensees, customers, distributors and end users with respect to their use or distribution of HESI products or services.

2.3 Evans Ownership. EVANS represents and warrants that, except as specifically disclosed herein, he owns the EVANS PATENTS free and clear of all liens, claims or encumbrances and has the full right to grant the EVANS ASSIGNMENT set forth in Section 2.1.

2.4 Further Assurances. EVANS and BRAME shall, at HESI's expense, take all further actions and provide to HESI, its successors, assigns and other legal representatives, all such cooperation and assistance at HESI's request (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney and other documentation) to more fully and effectively effectuate the purposes of this AGREEMENT.

3. Governing Law. This AGREEMENT shall be governed by and construed and interpreted in accordance with the laws of the State of Texas.

## 4. Miscellaneous Provisions

4.1 Independent Contractor. Each party's relationship to the other hereunder shall be that of an independent contractor. Neither party shall be the agent, partner or joint venturer of the

other party or have authority to act for or on behalf of the other party in any matter. Persons retained by one party as employees or agents shall not by reason thereof be deemed to be employees or agents of the other party.

4.2 Notices. Any notice given under or in connection with this AGREEMENT shall be sent by certified mail, return receipt requested, or by independent courier delivery, to the party in question at the following business address:

If to EVANS: Robert W. Evans  
20223 Havenshire  
Montgomery, TX 77316

With a copy to:

Mr. Frank Putman  
Gardere Wynne Sewell LLP  
1000 Louisiana, Suite 3400  
Houston, TX 77002-5011

If to BRAME: James C. Brame  
10880 Decatur  
Willis, TX 77318

With a copy to:

Mr. Frank Putman  
Gardere Wynne Sewell LLP  
1000 Louisiana, Suite 3400  
Houston, TX 77002-5011

If to EEMI: 13843 Highway 105W Suite 429  
Conroe, TX 77304  
Attention: Robert W. Evans

If to HESI: Halliburton Energy Services, Inc.  
3000 North Sam Houston Parkway East  
Houston, TX 77032  
Attention: General Counsel

The date of receipt of the certified mail shall be deemed to be the date such notice was given. Either party may, by written notice, change the name and/or address to which future notices to it shall be mailed.

4.3 Interpretation. The parties are equally responsible for the preparation of this AGREEMENT, and in any judicial proceeding the terms hereof shall not be more strictly construed against one party than the other.

4.4 Severability. All rights and restrictions contained herein may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this AGREEMENT illegal, invalid or unenforceable. If any provision or portion of any provision of this AGREEMENT not essential to the commercial purpose of this AGREEMENT shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

4.5 Waiver. Any term or condition of this AGREEMENT may be waived at any time by the party which is entitled to the benefit thereof. No failure or delay on the part of any party hereto to exercise any right or remedy created hereunder, shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy by any such party preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver by any party of any breach or default of any term or condition of this AGREEMENT shall constitute a waiver of or assent to any succeeding breach of or default in the same or any other term or condition hereof.

4.6 Headings. The headings as to contents of particular sections are inserted only for convenience and shall not be construed as part of this AGREEMENT or as a limitation on the scope of any terms or provisions of this AGREEMENT.

4.7 Disputes. Any disputes regarding this AGREEMENT shall be subject to the following:

4.7.1 If one or more disputes arise with regard to the interpretation and/or performance of this AGREEMENT or any of its provisions, the parties agree to attempt to resolve same by phone conference. If the parties cannot resolve their differences by phone conference, then before filing suit each party agrees to schedule one day of non-binding mediation within thirty (30) days to attempt to resolve the disputes and to share the cost of such mediation equally (exclusive of attorneys fees – each party to pay their own attorneys fees).

4.7.2 Subject to Section 4.7.1, in the event that one of the parties to this AGREEMENT brings legal action to construe or enforce this AGREEMENT, HESI and EVANS agree that the proper jurisdiction and venue for such legal action shall be either the United States District Court for the Southern District of Texas, or any of the state district courts in Harris County, Texas, and agree to subject themselves to the jurisdiction of those courts for all purposes to resolve any dispute under the terms of this AGREEMENT.

4.8 Entire Agreement. Exhibit A is incorporated by reference into and made a part of this AGREEMENT. This AGREEMENT supersedes all prior discussions and agreements between the parties with respect to the subject matter of this AGREEMENT, and this AGREEMENT contains the sole and entire agreement between the parties with respect to the matters covered

hereby. Furthermore, each party confirms to the other that it has not entered into this AGREEMENT on the basis of or in reliance on any representations or warranties made or given by the other party, its servants and/or agents other than those specifically mentioned in this AGREEMENT. This AGREEMENT shall not be modified, amended or terminated except as herein provided or except in writing executed by the parties hereto.

*[Signature page follows]*

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their duly authorized officers as of the day and year written below:

Halliburton Energy Services, Inc. (HESI):

By: 

Sean M. Gilchrist

Date: July 9, 2010

Evans Engineering and Manufacturing, Inc. (EEMI):

By: 

Robert W. Evans, CEO

Date: July 9, 2010

EVANS:

By: 

Robert W. Evans

Date: July 9, 2010

BRAME:

By: 

James C. Brame

Date: July 9, 2010

# EXHIBIT A

## EVANS PATENTS:

### A. Issued Patents (Owned by Robert W. Evans)

Title	Country	Patent No.
Method & Apparatus for Decreasing Drag Force of Trigger Mechanism	US	7,510,008
Jar with Adjustable Preload	US	7,311,149
Downhole Tool with Pressure Balancing	US	7,290,604
Jar with Adjustable Trigger Load	US	6,988,551
Downhole Tool with Electrical Conductor	US	6,481,495
Fluid Plug	US	6,386,545
Hydraulic Jar	US	6,290,004
Jar with Electrical Conductor	CANADA	2432074
Hydraulic Jar	EUROPE	9489592

### B. Filed Patent Applications (Owned by Robert W. Evans)

Title	Country	Application (or Publication) No.
Belleville Spring Guide System	US	11/316,133
Belleville Spring Guide System	PCT	PCT/US06/61180
Belleville Spring Guide System	EUROPE	06839992.2
Hydraulic Jar	PCT	PCT/US00/020253



<b>Title</b>	<b>Country</b>	<b>Application (or Publication) No.</b>
Hydraulic Jar	FRANCE	1208283
Hydraulic Jar	GERMANY	60006972.9
Hydraulic Jar	NETHERLANDS	1208283
Hydraulic Jar	GREAT BRITAIN	1208283
Jar with Electrical Conductor	EUROPE	1975778
Jar with Electrical Conductor	GERMANY	60125222.5
Jar with Electrical Conductor	NETHERLANDS	1334257
Jar with Electrical Conductor	FRANCE	1334257
Jar with Electrical Conductor	SWEDEN	1975778
Jar with Electrical Conductor	GREAT BRITAIN	1334257
Jar with Electrical Conductor	PCT	PCT/US01/042266
Method & Apparatus for Decreasing Drag Force of Trigger Mechanism	PCT	PCT/US08/69870
Method & Apparatus for Decreasing Drag Force of Trigger Mechanism	EUROPE	08781735.9
Time-Controlled Release Device for Wireline Conveyed Tools	US	SN 12/490,068
Compact Jar for Dislodging Tools in an Oil or Gas Well	US	SN 12/575,811