

# PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Matthew Allen Hegler	10/04/2011
Andrew James Heaton	09/29/2011
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Flexsteel Pipeline Technologies, Inc.
<b>Street Address:</b>	2103 Citywest Blvd., Suite 1450
<b>City:</b>	Houston
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77042
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	12995130
<b>CORRESPONDENCE DATA</b>	
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<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Correspondent Name:</b>	Alan A. Limbach
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<b>ATTORNEY DOCKET NUMBER:</b>	369355-995516 AAL
<b>NAME OF SUBMITTER:</b>	Alan A. Limbach
<b>Total Attachments: 2</b> source=Prime995516 Assignment#page1.tif source=Prime995516 Assignment#page2.tif	

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**PATENT**  
**REEL: 027014 FRAME: 0897**

ASSIGNMENT

WHEREAS, MATTHEW ALLEN HEGLER and ANDREW JAMES HEATON, made certain inventions or discoveries (or both) set forth in an Application for Letters Patent of the United States of America entitled

**FLEXIBLE PIPE JOINT**

\_\_\_\_\_ issued as U.S. Patent No. \_\_\_\_\_  
X filed as US Patent Application No. 12/995,130 on January 20, 2011  
corresponding to the related PCT Patent Application No. GB09/050272  
\_\_\_\_\_ filed on March 24, 2009  
\_\_\_\_\_ filed herewith

WHEREAS, FLEXSTEEL PIPELINE TECHNOLOGIES, INC., whose address is 2103 Citywest Blvd., Suite 1450, Houston, TX 77042, and who, together with its successors and assigns is hereinafter called "Assignee", is desirous of acquiring the entire right, title and interest together with the benefits and privileges hereinafter recited;

NOW, THEREFORE, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, effective as of the date signed, we hereby, without reservation;

1. Assign, transfer and convey to Assignee the entire right, title and interest together with the benefits and privileges in and to said inventions and discoveries, said Application for Letters Patent or similar forms of protection of the United States of America, and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation and convention applications based in whole or in part upon said inventions or discoveries, or upon said application, and any and all Letters Patent, reissues and extensions of Letters Patent or similar forms of protection granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent, including all rights to said inventions, discoveries and said Patents and applications as fully and entirely as the same would have been held and enjoyed by us if this Agreement had not been made, including all claims for damages and/or injunction by reason of past and present infringement and including the collection and retention of such damages for the use and enjoyment of Assignee and its successors and assigns;

2. Authorize Assignee to file patent applications in any or all countries or groups of countries on any or all of said inventions and discoveries in our name or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or any other relevant convention or treaty or otherwise;

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein, or otherwise as Assignee may direct;

4. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or

them, all acts reasonable serving to assure that said inventions and discoveries, said patent applications and said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns which may be useful for establishing any facts of our conceptions, disclosures, and reduction to practice of said inventions or discoveries.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

IN WITNESS WHEREOF:

Matthew Allen Hegler  
MATTHEW ALLEN HEGLER

04-Oct-11

Date

STATE OF Texas )  
COUNTY OF Harris ) ss.

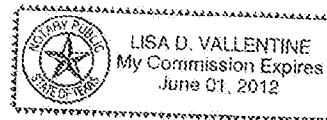
On Oct. 4, 2011 before me, Lisa D. Valentine, personally appeared Matthew Allen Hegler, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)



Andrew James Heaton  
ANDREW JAMES HEATON

29th September 2011

Date