

11/14/2012

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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

RICARDO GONZALEZ

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) AUGUST 13, 2012

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☒ Other LICENSE

**2. Name and address of receiving party(ies)**

Name: REORGANIZED R&K FABRICATING, INC.

Internal Address: \_\_\_\_\_

Street Address: 3183 SOUTH 146

City: DAYTON

State: TEXAS

Country: USA Zip: 77535

Additional name(s) & address(es) attached? ☐ Yes ☒ No

**4. Application or patent number(s):**

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

6,390,325

Additional numbers attached? ☐ Yes ☒ No



**5. Name and address to whom correspondence concerning document should be mailed:**

Name: MICHAEL DURRSCHMIDT, TRUSTEE

Internal Address: HIRSCH & WESTHEIMER, PC

Street Address: 700 LOUISIANA, 25 FLOOR

City: HOUSTON

State: TEXAS Zip: 77002

Phone Number: 713.223.5181

Docket Number: \_\_\_\_\_

Email Address: mdurrschmidt@hirschwest.com

**6. Total number of applications and patents involved: 1**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00**

- ☐ Authorized to be charged to deposit account  
☒ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number \_\_\_\_\_

Authorized User Name: 01 FC:8021

**9. Signature:**

Signature

Date

AARON HOMER

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

**PATENT AND TECHNOLOGY LICENSE AGREEMENT**

**BETWEEN**

**RICARDO GONZALEZ.**

**AND**

**MICHAEL J. DURRSCHMIDT  
DISBURSING AGENT FOR CLASS  
19 AND 20 CREDITORS OF  
R&K FABRICATING, INC.**

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## PATENT AND TECHNOLOGY LICENSE AGREEMENT

THIS PATENT AND TECHNOLOGY LICENSE AGREEMENT ("**Agreement**"), dated as of the 13<sup>th</sup> day of August, 2012 (the "**Execution Date**"), is entered into by and between RICARDO GONZALEZ, an individual residing at 1715 Lofty Maple, Kingwood, Harris County, Texas, 77345 ("**Licenor**"), and R&K FABRICATING, INC., a Texas corporation having its principal place of business at 3183 South 146, Dayton, Liberty County, Texas, 77535 with reference to the following facts:

### RECITALS

WHEREAS, R&K Fabricating, Inc. is engaged in the business of developing, manufacturing, marketing and distributing portable, high-capacity, tanks and equipment primarily for use in hydraulic fracturing operations related to oil and natural gas exploration and production, refining, and the petrochemical industry, although the tanks may be used to store any liquids; and

WHEREAS, Licensor independently developed and owns one or more patents, designs, trade secrets, and other proprietary information relating to portable, high-capacity, tanks primarily for use in hydraulic fracturing operations related to oil and natural gas exploration and production; and

WHEREAS, R&K Fabricating, Inc. filed for Chapter 11 bankruptcy protection in Case No. 10-33878 in the U.S. Bankruptcy Court for the Southern District of Texas (Houston Division);

WHEREAS, pursuant to that confirmation plan approved by the above-reference bankruptcy court ("**Plan**"), Licensor is ordered to execute this Agreement in favor of Reorganized R&K Fabricating, Inc. ("**Licensee**") but to secure the obligations due to Class 19 and 20 creditors pursuant to the Plan (Licensee and Licensor are herein sometimes referred to collectively as "**Parties**" and singly as a "**Party**") along with all documents reasonably necessary to implement the Confirmation Plan;

WHEREAS, Michael J. Durrschmidt ("**Trustee**") has been appointed Chapter 11 Trustee over Licensee until consummation of the Plan, and is authorized to act on behalf until consummation of the Plan.

WHEREAS, Licensor has agreed to grant this license to Licensee in compliance with the Plan, and Licensor and Licensee agree to grant Michael J. Durrschmidt, Disbursing Agent for Class 19 and 20 Creditors pursuant to the Plan a security interest in the patents, designs, trade secrets, and other proprietary information in order to secure the Plan, subject to terms and conditions, set forth herein, in the Plan, confirmation order and Security Agreement.

### AGREEMENTS

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **DEFINITIONS.** Unless otherwise defined in this Agreement, the following words and phrases shall have the meanings set forth below:

1.1 **AAA.** The American Arbitration Association.

1.2 **AFFILIATE.** A person or entity that directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with, the designated Party, but only for as long as such control relationship exists.

1.3 **APPLICABLE LAW.** Collectively, (a) any code, statute, ordinance, law, rule or regulation adopted by a Regulatory Agency in any jurisdiction in which the Licensed Tanks are manufactured or sold or to which they are exported or from which they are imported, and (b) any order, judgment, decree, directive, guideline, policy, interpretation, standard or similar form of decision of any Regulatory Agency issued or promulgated pursuant thereto.

1.4 **EFFECTIVE DATE.** The effective date of this Agreement shall be July 12, 2012.

1.5 **FIELD OF USE.** Exclusively means using, developing, manufacturing, selling, marketing, distributing, importing, and exporting the Licensed Tanks.

1.6 **FORCE MAJEURE.** The occurrence of an act of God or other events beyond the reasonable ability of the Party affected thereby to control, such as wars or insurrection, strikes, fires, vandalism, floods, earthquakes, work stoppages, embargoes, labor shortages, lack of materials, restrictions and limitations imposed by Regulatory Agencies, or other similar circumstances beyond the control of the Party affected thereby.

1.7 **IMPROVEMENT.** Any modification or change in the design, configuration, formulation, ingredients or components of the Licensed Tanks, or in the formulas, processes, procedures, methods or techniques used in its manufacture, production or assembly, that enhances the performance of the Licensed Tanks in the Field of Use or that makes them quicker, easier or less expensive to manufacture, assemble, distribute, store, use or dispose of.

1.8 **INVOLUNTARY BUSINESS DISRUPTION.** An interruption in the using, developing, manufacturing, selling, marketing, distributing, importing, and exporting activities of Licensee caused by, resulting from or attributable to (a) the pendency of any claim that (i) the Licensed Patents are invalid or (ii) the Licensed Tanks violates the intellectual property rights of Third Parties, or (b) the occurrence of an event of Force Majeure.

1.9 **LICENSED TANKS.** The Licensed Tanks include, but are not limited to: (i) portable, high-capacity, tanks primarily for use in hydraulic fracturing operations related to oil and natural gas exploration and production (although the tanks may be used to store any liquid), (ii) the tanks identified in the specification, drawings, or claims of the Licensed Patent, and/or (iii) the tanks identified and/or depicted in Exhibit A to this Agreement.

1.10 **LICENSED MARKET.** The Licensed Market includes any country in the World.

1.11 **LICENSED PATENT.** Collectively, (a) the existing U.S. patent number 6,390,325, Titled "Portable Tank", (b) any subsequent patent applications, when applied for, to the extent that such applications are based upon the Licensor's Technology, and (c) any divisions, extensions, continuations, continuation in parts, or reissuance of any of the foregoing.

1.12 **LICENSOR'S TECHNOLOGY.** All technology, trade secrets, know-how, methods, documents, drawings, plans, techniques, technical data, specifications, manuals, materials, tests and inventions that have been or are hereafter independently developed by Licensor relating to the design, manufacture, testing, operations, use and maintenance of the Licensed Tanks, whether patented or not.

1.13 **REGULATORY AGENCY.** Any government, any agency or instrumentality of any government, having (a) jurisdiction over the manufacture, sale, shipment, handling, use, export, import, storage or disposal of the Licensed Tanks, or (b) the authority to adopt, administer or enforce (i) Applicable Laws or (ii) standards that the Licensed Tanks are required to meet under Applicable Law in order to be manufactured, sold, exported or imported.

1.14 **SUBLICENSEE.** Any person other than an Affiliate of Licensee to whom Licensee grants a sublicense to manufacture Licensed Tanks for Licensee.

1.15 **THIRD PARTY.** Any person other than the legal entity that is a Party to this Agreement and its Affiliates, and their agents and employees, unless expressly provided to the contrary by a specific provision of this Agreement.

## 2. **GRANT OF LICENSE**

2.1 **EXCLUSIVE LICENSE.** Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee an EXCLUSIVE license in Licensor's Technology, and under the Licensed Patents, to make or have made and to use, sell, repair, import, export, maintain or replace any Licensed Tanks in the Licensed Market for use in the Field of Use.

2.2 **SUBLICENSES.** The license granted pursuant to Section 2.1 hereof will be exclusive, with the right of Licensee to grant exclusive or non-exclusive licenses to a Sublicensee during the term of this Agreement.

## 3. **ROYALTY**

3.1 **ROYALTY OBLIGATION.** Licensee, Affiliates of Licensee, or Sublicensee, as applicable, shall make royalty payments to Licensor in accordance with the provisions of this Section. The Disbursing Agent shall have no obligation to make or approve any royalty payments to Licensor.

3.2 **ROYALTY PAYMENT.** In compliance with the Plan, the royalties payable ("*Royalty Payment*") shall be a fixed amount of \$1,000.00 per month. The Royalty Payment shall not be affected by any variable metric such as: (i) the number of tanks manufactured, sold, imported, or exported, (ii) the sales of Licensee or Sublicensee(s), or (iii) the number of Sublicensees.

3.3 **TIME OF ROYALTY PAYMENT.** The royalties payable to Licensor hereunder shall be paid monthly on or before the thirtieth (30th) day of each calendar month.

## 4. **PATENTS & INVENTIONS; OWNERSHIP OF NEW TECHNOLOGY**

4.1 **MAINTENANCE OF PATENT PROTECTION FOR LICENSED PATENTS.** Licensor shall at its own cost and expense file and prosecute with due diligence all applications for renewals, reissues, extensions or continuations of the Licensed Patents in the United States, the member states of the European Union and in such other foreign countries as Licensee and Licensor jointly agree to be necessary or appropriate to preserve to a reasonable extent the intellectual property rights of Licensor in and to the Licensed Patents.

4.2 **OWNERSHIP OF PRIVATELY DEVELOPED TECHNOLOGY.** Nothing in this Agreement is intended (a) to prevent either Party from continuing its independent development of its own technologies, excepting the independent development or Improvements, designs and technology that are imparted by the Licensor to the Licensee in this Agreement, or (b) to confer on either Party any proprietary interest in technology developed by the other Party after the Effective Date of this Agreement. Any technology made or developed by the Licensee or any Affiliate or Sublicensee of the Licensee after the Effective Date of this Agreement that is related to the Licensed Tanks and that constitutes an Improvement, as defined in Section 1.7 above, to the Licensed Tanks shall be and remain the sole property of the Licensor, subject to the license granted to Licensee by Section 2.1 above to incorporate such Improvements into the Licensed Tanks made, sold, distributed and exported by the Licensee or its Affiliate or Sublicensee. Licensee shall inform Licensor of, and provide Licensor with a copy of, any Improvements to the Licensed Tanks.

4.3 **MAINTENANCE FEES.** Licensor shall pay all maintenance fees for the Licensed Patent throughout the duration of the term of this Agreement. At Licensee's option, Licensee may pay maintenance fees on behalf of Licensor and offset the cost of maintenance fees against Licensor's Royalty Payment.

## 5. **ADDITIONAL COVENANTS OF THE PARTIES**

5.1 **COVENANTS OF LICENSEE.** Licensee covenants, warrants and represents to Licensor that:

5.1.1 **PATENT MARKINGS.** Licensee shall mark all Licensed Products sold by it under the license granted hereunder with the patent numbers of the applicable Licensed Patents.

5.1.2 **TRADEMARKS AND TRADE NAMES.** Licensee shall not use any trademark or trade name of Licensor except pursuant to and in accordance with any separate trademark or trade name license between Licensor and Licensee

5.2 **MUTUAL WARRANTIES AND COVENANTS.** Each of the Parties (herein, a "*Warranting Party*") covenants to and agrees with the other that:

5.2.1 **AUTHORITY TO CONDUCT BUSINESS.** It is duly organized and in good standing under the laws of the jurisdiction in which it is incorporated and has all requisite corporate power and authority and the permits, consents, and qualifications necessary to operate its business as it is currently being conducted.

5.2.2 **AUTHORITY TO PERFORM AGREEMENT.** The execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action, and does not constitute a breach by the warranting party of its organizational documents or of any contract or agreement to which the warranting party is a party or by which the Warranting Party or its assets are bound.

5.2.3 **EXCHANGE OF INFORMATION.** It shall promptly furnish to the other Party a complete and correct copy of any notice, report or other communication that it receives from any governmental agency concerning the Licensed Tanks.

5.2.4 **BOOKS AND RECORDS.** Each Party shall at all times during the continuance of this Agreement keep books and records in sufficient detail to permit verification of its compliance with the terms and conditions of this Agreement. All such books and records

shall be available for inspection and copying by the other Party or its designated representative at the principal place of business of the Party keeping such books and records at reasonable times during regular business hours for purposes reasonably related to this Agreement.

**5.2.5 FURTHER ASSURANCES.** Each of the Parties shall take such acts and execute and deliver such documents and instruments as may reasonably be requested by the other party to enable the other party to perfect any of its rights under this Agreement, including any assignments, notices of assignment, or other registrations with applicable domestic and foreign governmental agencies. In compliance with the Confirmation Plan, Licensors agree to execute a security agreement granting the Trustee a security interest in the Licensed Patent as security for the Confirmation Plan.

## **6. INFRINGEMENT CLAIMS**

**6.1 WARRANTIES OF LICENSOR.** Licensors warrants and represents to Licensee that:

**6.1.1** The Licensed Patents constitute all of the patents and patent applications filed by Licensors that are applicable to the Licensed Tanks. Licensors is the owner of and has good and uncontested title to all of the Licensed Patents and the Licensors's Technology, free of any liens or claims by Third Parties, and has full power and authority to enter into this Agreement without the approval or consent of any other person. As of the Execution Date of this Agreement, Licensors has not granted any other person the right to make, use, sell or export the Licensed Tanks for use in the Field of Use in the Licensed Market.

**6.1.2** Licensors has not been advised of any infringement upon any Licensed Patent or other intellectual property rights belonging to any other person or entity caused by the present or presently intended manufacture, sale and/or use of the Licensed Tanks by Licensee.

**6.1.3** To the best of Licensors's knowledge, based upon such inquiries, searches and investigations, the manufacture (including but not limited to the process and materials used to produce the Licensed Tanks), sale or use of the Licensed Tanks manufactured in accordance with the specifications provided by Licensors will not infringe any patents or other intellectual property rights of any Third Party existing as of the Effective Date of this Agreement.

**6.1.4** There are no claims, disputes, or litigation proceedings pending or threatened as of the Execution Date with respect to the Licensed Tanks or trade secrets or know-how used by Licensors in its manufacture.

**6.1.5** All maintenance fees for the Licensed Patent have been paid timely or are otherwise current.

**6.2 CLAIMS AGAINST THIRD PARTIES.** Licensee has the first right to institute suit for infringement(s) in the Licensed Field so long as this Agreement remains exclusive. Licensors agrees to join as a party plaintiff in any such lawsuit initiated by Licensee, if requested by Licensee, with all costs, attorneys' fees, and expenses to be paid by Licensee. However, if Licensee does not institute suit for infringement(s) within ninety (90) days after receipt of written notice from Licensors of Licensors's desire to bring suit for infringement in its own name and on its own behalf, then Licensors may, at its own expense, bring suit or take any other appropriate action.

**6.3 CLAIMS BY THIRD PARTIES.**

In the event of any threatened or actual suits against Licensee by reason of its manufacture or sale of the Licensed Tanks or the exercise by Licensee of any rights granted to Licensee hereunder based on an allegation that the Licensed Tanks or the use of the Licensor's Technology and/or Licensed Patent infringes on the intellectual property rights of a Third Party, Licensee shall promptly inform Licensor and the Parties shall jointly decide on steps to be taken under the circumstances. If the Parties are unable to agree on a mutually acceptable course of action with respect to the defense of any such claim within sixty (60) days after it is first brought to the attention of Licensor, then:

6.3.1 Licensor shall be responsible for the defense of such action, including the defense of Licensee with counsel reasonably acceptable to Licensee, and shall bear the cost and expense thereof. Licensor shall have sole charge and direction of the defense of any such suit or action, and of all negotiations for the settlement of any such action or proceeding, but: (a) Licensee shall render all reasonable assistance which may be required by Licensor without charge to Licensor, and (b) Licensee, at its election, shall be entitled to be represented in any such proceeding by independent counsel of its choosing at its own cost and expense.

6.3.2 Licensor shall indemnify and hold Licensee harmless with respect to any amounts becoming payable as damages to the claimant by reason of past infringement attributable to the sale of the Licensed Tanks or the use of any Licensor's Technology on the rights of the claimant, but only to the extent that such infringement is attributable to the Licensor's Technology or Licensed Patent.

6.3.3 If the settlement or satisfaction of any such infringement claim requires the payment by Licensee to any Third Party of damages or royalties on account of the manufacture, use, sale, import, export, or distribution of a Licensed Tanks, then Licensee shall be entitled to deduct any such amounts paid to any such Third Party from any amounts thereafter becoming payable to Licensor under this Agreement.

6.4 **OBLIGATION TO MAKE PAYMENTS.** Except as otherwise expressly provided by this Section 6, threatened or actual claims of infringement made against Licensee by a Third Party, or possible or actual infringement claims asserted by Licensor or Licensee against Third Parties, shall not excuse the obligation of Licensee to continue to pay royalties for any Licensed Tanks pursuant to Section 3, but any such threat or claim shall constitute an Involuntary Business Disruption during any period during which the sale of the Licensed Tanks are restrained by an injunction or a temporary restraining order and during the pendency of any action or proceeding in which damages are sought from Licensor or any of its distributors on account of the alleged infringement of the intellectual property rights of a Third Party by reason of the use, manufacture sale, import, or export of Licensed Tanks. If, in any proceeding in which the validity, infringement, or priority of invention of any claim of any Licensed Patent is in issue, a judgment or decree is entered that becomes not further reviewable through the exhaustion of all permissible applications for rehearing or review by a superior tribunal, or through the expiration of the time permitted for such applications (hereinafter referred to as an irrevocable judgment), the construction placed on any such claim by such irrevocable judgment will thereafter be followed, not only as to such claim but as to all claims to which such construction applies, with respect to acts occurring thereafter; and, if such irrevocable judgment holds any claim invalid or is adverse to the patent as to inventorship, Licensee will be relieved thereafter from its obligations to make Royalty Payments.

6.5 **DUTY TO COOPERATE.** If either Party (an "**Enforcing Party**") elects to initiate litigation or other action or proceeding on account of an alleged infringement of Licensor's Technology or Licensed Patent and the other party elects not to participate in the costs and expense of prosecuting such action or proceeding, such Party shall nonetheless cooperate with the Enforcing Party in the prosecution of such action or proceeding provided satisfactory provisions have been made for the reimbursement by the Enforcing Party of all costs and expenses that it incurs in doing so.

## 7. **TERM AND TERMINATION**

7.1 **COMMENCEMENT.** This Agreement shall commence on the Effective Date hereof and, unless sooner terminated as provided by this Agreement, shall continue for the lesser of (i) ten (10) years or (ii) the remaining life of the term for the Licensed Patent.

7.2 **TERMINATION FOR CAUSE.** Any Party who is not in material default in the performance of its obligations under this Agreement shall be entitled to terminate this Agreement for cause by giving written notice of intention to terminate, specifying the effective date of termination, not less than ninety (90) days prior to the effective date of termination, if the other Party (herein, a "**Defaulting Party**") has committed a material breach of any warranty, representation or covenant under this Agreement, including the obligation to pay any amount owing under this Agreement when due, and such breach remains uncured after written notice of default, specifying the nature thereof, has been given to the Defaulting Party unless, prior to the expiration of the applicable cure period, the Defaulting Party has commenced and thereafter pursues with diligence to completion those actions necessary to cure within the applicable cure period any such breach or default that is capable of being cured. The applicable cure period shall be thirty (30) days, but shall be subject to extension for a reasonable period of time if the default (a) is not curable by the payment of amounts owing to the other Party that are past due, and (b) is of such a nature that it cannot reasonably be cured with due diligence within thirty (30) days.

7.3 **RIGHTS AND DUTIES UPON TERMINATION.** The termination of this Agreement shall not terminate any license granted to a purchaser to use Licensed Tanks sold to such purchaser prior to the effective date of termination of this Agreement. Upon the termination of this Agreement for any reason:

7.3.1 Any sublicenses entered into by Licensee shall automatically terminate.

7.3.2 Licensee shall be entitled to continue to market and sell its existing inventory of the Licensed Tanks to the extent permitted by law until such inventory has been exhausted provided that such sales are made at prices and on terms that are consistent with Licensee's past practices and license continues to pay the provided by Section 3 of this Agreement.

7.3.3 Licensee shall be obligated to (a) continue to make Royalty Payments on all sales of Licensed Tanks made (i) through the effective date of termination or (ii) pursuant to Section 7.3.2 above, and (b) to maintain books and records and to allow Licensor to inspect and audit such book and records as provided by Section 5.2.4.

7.3.4 Each Party shall continue to be bound by any other the provisions of this Agreement which, by their nature, extend beyond or cannot be fully performed prior to the effective date of termination, including indemnification obligations.

7.4 **SURVIVAL OF REMEDIES.** The termination of this Agreement pursuant to this Section shall be without prejudice to any rights or any remedies to which the terminating Party is entitled, if any, due to the material breach by one of the Parties of any warranty, representation or covenant given by the Defaulting Party under this Agreement.

## 8. GENERAL PROVISIONS

8.1 **NOTICES.** Any notices permitted or required hereunder shall be in writing and shall be deemed to have been given (a) on the date of delivery if delivery of a legible copy was made personally or by facsimile transmission, or (b) on the third (3rd) business day after the date on which mailed by registered or certified mail, return receipt requested, addressed to the Party for whom intended at the address set forth on the signature page of this Agreement or such other address, notice of which is given as provided herein.

8.2 **TRANSFER AND ASSIGNMENT.** The rights and licenses granted by Licensor in this Agreement are personal to Licensee and may not be assigned or otherwise transferred without the written consent of Licensor, which shall not be unreasonably withheld, except that (a) Licensee may freely assign this Agreement to any Affiliate of Licensee, (b) Licensee may sublicense its rights under this Agreement pursuant to Section 2.2, (c) the beneficiary foreclosure of a security interest in this Agreement granted by Licensor to secure Licensor's obligations under the Confirmation Plan, and (d) either Party shall have the right to assign its rights and licenses and to delegate its duties under this Agreement to any Third Party who purchases substantially all of the business assets of the assignor or who succeeds to the business of the assignor by reason of a merger, consolidation or other reorganization.

8.2.1 The obligations of Licensee to make reports, pay royalties, and maintain records in respect to any subsisting license under this Agreement shall run in favor of any person or legal entity which is a successor or assignee of Licensor in respect to Licensor's benefits under this Agreement.

8.2.2 The assignment by either Party of any rights under this Agreement shall not relieve the assigning Party from any of its obligations under this Agreement.

8.3 **BINDING EFFECT.** This Agreement shall be binding upon and shall inure to the benefit of each of the Parties and their respective heirs, successors, legal representatives, assigns and subject to Section 8.2.

8.4 **FORCE MAJEURE.** Neither of the Parties shall be liable for any delay or default in performing its obligations hereunder if such delay or default is caused by Force Majeure, provided that the Party so affected (a) promptly gives written notice of the occurrence of such event and the likely effects thereof, and (b) resumes the performance of its obligations with due diligence as soon as practicable after the effects of any such event have been alleviated.

8.5 **GOVERNING LAW.** This Agreement and the rights and duties of the Parties hereunder shall be construed and interpreted in accordance with generally prevailing principles of international law and equity and without reference to the laws of a particular jurisdiction.

8.6 **ARBITRATION.** Any controversy or dispute arising out of or in connection with this Agreement, its interpretation, performance, or termination, which the Parties are unable to resolve within a reasonable time after written notice by one Party to the other of the existence of such controversy or dispute, shall be submitted to arbitration and finally settled by binding

arbitration conducted in the English language in accordance with the rules of commercial arbitration of the American Arbitration Association in effect at the time of the commencement of the arbitration. Any such arbitration shall take place in the city of Houston, Texas, before an arbitrator or arbitrators appointed in accordance with the customary procedures of the American Arbitration Association. The arbitrator shall be a lawyer who has actively practiced intellectual property law for at least fifteen (15) years and who has both training and experience as an arbitrator. Each of the Parties shall bear its own costs and expenses of the arbitration and shall pay equal one-half shares of the fees and expenses of the arbitrator.

8.6.1 The institution of any arbitration proceeding hereunder shall not relieve Licensee of the obligation to make payments accrued hereunder pursuant to 3 above during the continuance of such proceeding. The decisions by the arbitrators shall be binding and conclusive upon the Parties, their successors, and assigns and they shall comply with such decision in good faith, and each Party hereby submits itself to a jurisdiction of the courts of the place where the arbitration is held, but only for the entry of judgment with respect to the decision of the arbitrators hereunder. Notwithstanding the foregoing, judgment upon the award may be entered in any court where the arbitration takes place, or any court having jurisdiction.

8.6.2 Notwithstanding the provisions of this Section 8.6, either Party may seek from any court having jurisdiction hereof, any interim, provisional or injunctive relief that may be necessary to protect the rights or property of any Party or maintain the status quo before, during or after the pendency of the arbitration proceeding. The institution and maintenance of any judicial action or proceeding for any such interim, provisional or injunctive relief shall not constitute a waiver of the right or obligation of either Party to submit the dispute to arbitration, including any claims or disputes arising from the exercise of any such interim, provisional or injunctive relief.

**8.7 COSTS OF ENFORCEMENT.** Should any action or proceeding be necessary to enforce or collect an award or judgment, then the Party prevailing in any such action or proceeding shall be entitled to recover its anticipated reasonable attorneys' fees that are determined to be fair and reasonable in the arbitration.

**8.8 INDEPENDENT CONTRACTORS.** Each of the Parties to this Agreement understands and stipulates that they are independent contractors, and that this Agreement is not intended and shall not be construed to make either Party a partner, joint venturer, employee, agent, or legal representative of the other Party for any purpose whatsoever. Neither Party is granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the other Party hereto or to bind the other Party hereto in any manner or thing whatsoever.

**8.9 COMPLETE AGREEMENT.** This written instrument, together with any exhibits or appendices referred to herein, constitutes the entire understanding of the Parties with respect to the subject matter of this Patent and Technology Agreement and it may not be amended except by an instrument in writing signed by the Party alleged to be bound thereby.

(Signatures appear on the following page)

IN WITNESS WHEREOF, both Parties have executed this Patent and Technology License Agreement as of the date first set forth above.


LICENSOR:

LICENSEE:

RICARDO GONZALEZ

R&K FABRICATING, INC.  
a Texas corporation

By   
Ricardo Gonzalez

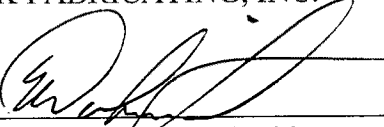
By 

Address for Notices:  
RICARDO GONZALEZ  
1715 Lofty Maple  
Kingwood, Texas 77345

Address for Notices:  
R&K FABRICATING, INC.  
3183 South 146  
Dayton, Texas 77535

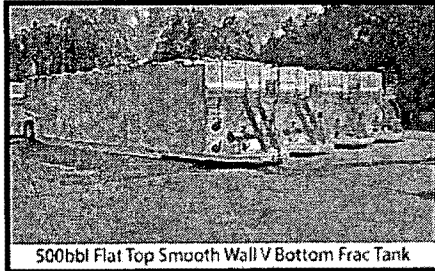
LICENSOR:

MICHAEL J. DURRSCHMIDT,  
DISBURSING AGENT FOR CLASS  
19 AND 20 CREDITORS OF  
R&K FABRICATING, INC.

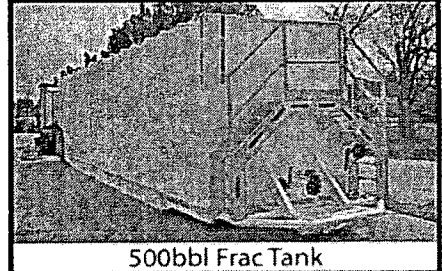
By   
Michael J. Durrschmidt

Address for Notices:  
MICHAEL J. DURRSCHMIDT  
700 Louisiana, Suite 2550  
Houston, TX 77002

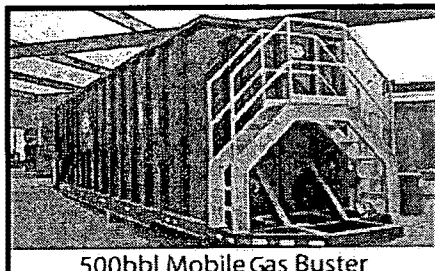
**EXHIBIT A**  
**LICENSED TANKS**



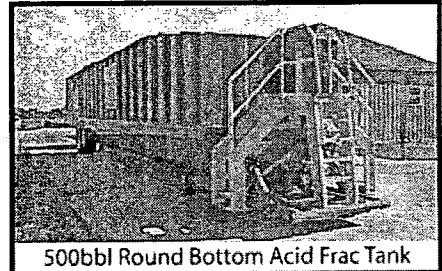
500bbl Flat Top Smooth Wall V Bottom Frac Tank  
500bbl Flat Top Smooth Wall V Bottom Frac Tank



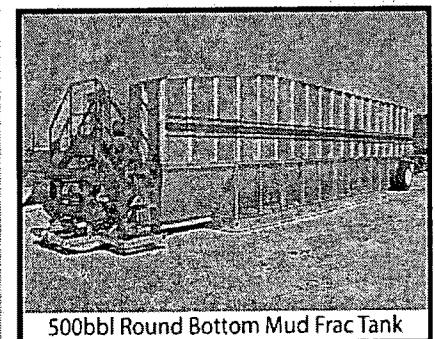
500bbl Frac Tank  
500bbl Frac Tank



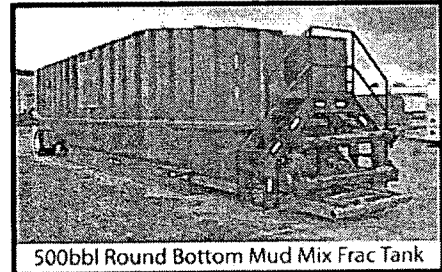
500bbl Mobile Gas Buster  
500bbl Mobile Gas Buster



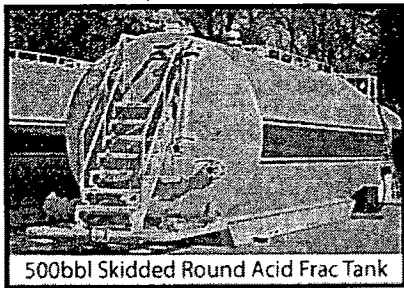
500bbl Round Bottom Acid Frac Tank  
500bbl Round Bottom Acid Frac Tank



500bbl Round Bottom Mud Frac Tank  
500bbl Round Bottom Mud Frac Tank

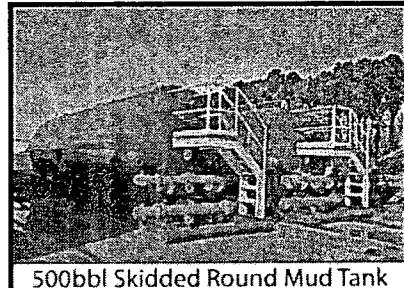


500bbl Round Bottom Mud Mix Frac Tank  
500bbl Round Bottom Mud Mix Frac Tank



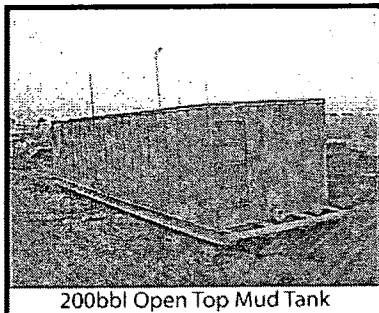
500bbl Skidded Round Acid Frac Tank

500bbl Skidded Round Acid Frac Tank



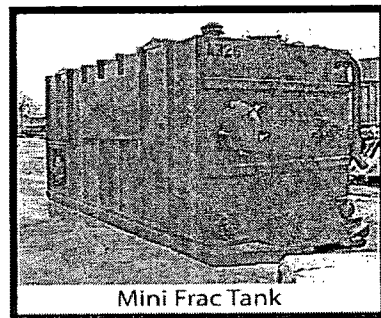
500bbl Skidded Round Mud Tank

500bbl Skidded Round Mud Tank



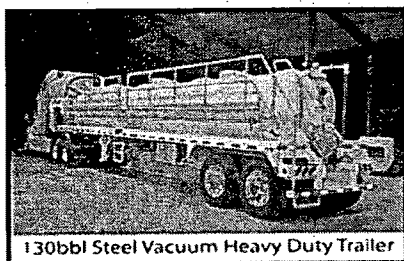
200bbl Open Top Mud Tank

200bbl Open Top Mud Tank



Mini Frac Tank

Mini Frac Tank



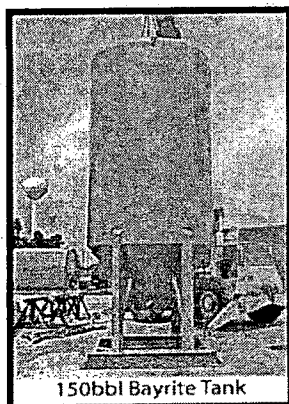
130bbl Steel Vacuum Heavy Duty Trailer

130bbl Steel Vacuum Heavy Duty Trailer



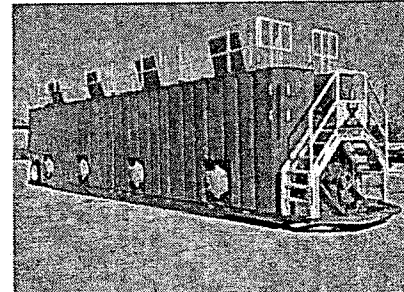
250bbl Mud Tank Trailer

250bbl Mud Tank Trailer



150bbl Bayrite Tank

150bbl Bayrite Tank



500 bbl Flat Top V bottom Frac Tank with Four Baffle Walls