PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Downhole Fluidics, Inc.	04/13/2012

RECEIVING PARTY DATA

Name:	Abrado, LLC
Street Address:	16203 Park Row
Internal Address:	Suite 160
City:	Houston
State/Country:	TEXAS
Postal Code:	77084

PROPERTY NUMBERS Total: 4

Property Type	Number
Patent Number:	5893383
Patent Number:	5228508
Patent Number:	5165438
Patent Number:	5135051

OP $160.00 5893383

CORRESPONDENCE DATA

Fax Number: 7135909602
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 7135909600
Email: kjaasma@ewingjones.com
Correspondent Name: Keith Jaasma
Address Line 1: 6363 Woodway
Address Line 2: Suite 1000
Address Line 4: Houston, TEXAS 77057

ATTORNEY DOCKET NUMBER:	DOWNHOLE FLUIDICS-ABRADO
NAME OF SUBMITTER:	Keith Jaasma

	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 24
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PATENT
ASSIGNMENT

In exchange for valuable consideration given to me by ABRADO LLC, a Texas limited liability company, the receipt and sufficiency of which is hereby acknowledged, DOWNHOLE FLUIDICS, INC., a Texas corporation ("ASSIGNOR"), does hereby ASSIGN, SELL, and CONVEY to ABRADO LLC, a limited liability company organized and existing under the laws of the State of Texas, doing business at Houston, Texas (sometimes hereinafter called "ASSIGNEE"), its successors, and assigns, the entire right, title, and interest throughout the world in and to the following (the "Assigned Rights"):

1. United States of America Patent No. 5,893,383 issued April 13, 1999 and entitled FLUIDIC OSCILLATOR.

2. United States of America Patent No. 5,228,508 issued July 20, 1993 and entitled PERFORATION CLEANING TOOLS.

3. United States of America Patent No. 5,165,438 issued November 24, 1992 and entitled FLUIDIC OSCILLATOR; and

4. United States of America Patent No. 5,135,051 issued August 4, 1992 and entitled PERFORATION CLEANING TOOL.

5. The inventions subject to the foregoing patents;

6. All applications for patent or like protection on said inventions that may in the future be made by us or our legal representatives, whether in the United States of America or any other place anywhere in the world;

7. All patents and like protection that have now been or may in the future be granted on said inventions to us or our legal representatives, whether in the United States of America or in any other country or place anywhere in the world;

8. All substitutions for and divisions, continuations, continuations-in-part, renewals, reissues, extensions, and the like of said applications and patents and like grants, including without limitations, those obtained or permissible under past, present, and future law and statutes;

9. The right to ASSIGNEE to file in its name applications for patents and like protection for said invention in any country or countries foreign to the United States; and

10. All international rights of priority associated with said invention, applications, patents, and like protection;

and we covenant that we, our heirs, legal representatives, assigns, administrators, and executors will at the expense of ASSIGNEE, its successors, and assigns, execute all papers and perform such other

acts as may be reasonably necessary to give ASSIGNEE, its successors, and assigns, the full benefit of this Assignment.

The Assignor hereby represents and warrants that, except as provided in Exhibit A attached hereto:

(a) The patents subject to this Assignment (the "Patents") have not been held invalid or unenforceable and, to the knowledge of the Assignor, the Patents are valid and enforceable, and the Patents are not the subject of, or involved in, any suit, action or reexamination or reissue proceeding.

(b) Assignor owns and holds all right, title, claim, and interest in and to the Acquired Rights subject to no liens, restrictions or encumbrances of any kind and no other Person has any right, title, interest, or claim in or to any of the Acquired Rights.

(c) There are no current licenses or commitments or agreements to license any rights in and to any of the Acquired Rights.

(d) there are no third party claims regarding the proprietary rights in any of the Acquired Rights which would interfere with the rights to be sold pursuant to this Agreement.

(e) The Acquired Rights do not interfere with, infringe upon, misappropriate, or otherwise come into conflict with, any intellectual property rights of third parties and Assignor has not received any charge, complaint, claim, demand, or notice alleging any such interference, infringement, misappropriation, or conflict with any intellectual property rights of third parties (including any claim that Seller must license or refrain from using any Intellectual Property rights of any third party).

(f) No third party has interfered with, infringed upon, misappropriated, or otherwise come into conflict with, the Assigned Rights.

(g) Assignor is not subject to any outstanding injunction, judgment, order, decree, ruling, or charge restricting its use of any of the Acquired Rights.

(h) No action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand is pending or, to the knowledge of Assignor, is threatened that challenges the legality, validity, enforceability, use, or ownership of any of the Acquired Rights.

[SIGNATURE PAGE FOLLOWS]

EXECUTED at the place and on the date indicated below, opposite my signature.

DOWNHOLE FLUIDICS, INC.

By: _____
Print Name: J. A. Rowe
Title: Ex VP

Date: April 2, 2012
Place: Harris County, Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared J. A. Rowe, in his/her capacity as Executive Vice President of Downhole Fluidics, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 13th day of April, 2012.

KEISHA R. WISNIEWSKI
Notary Public, State of Texas
My Commission Expires
June 20, 2012

_____
Notary Public in and for
the State of TEXAS

My Commission Expires:
June 20, 2012

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EXHIBIT A

1. Agreement with Aker QServ Limited dated May 12, 2011.

2. Agreement with Maverick Thru-Tubing Services, LLC dated April 20, 2011.

3. Agreement with PT DFI Indonesia, as renewed pursuant to that certain Letter of Agreement dated September 1, 2010.

DOWNHOLE FLUIDICS, INC.
STIMULATION SERVICES

1508 WEST MONTGOMERY, MIDLAND, TEXAS 79701
PHONE: 432-686-7432—FAX: 432-686-0930

This Agreement, effective 12th May, 2011, is by and between **Downhole Fluidics, Incorporated**, ("DFI"), a Texas corporation having a place of business at 1508 West Montgomery, Midland, Texas 79701, and, **Aker Qserv Limited**, ("AQSERV"), having corporate offices at Badentoy Crescent Portlethen, Aberdeenshire, Scotland AB12 4YD.

WHEREAS, DFI is the owner of United States Letters Patent which involve fluidic oscillation; and

WHEREAS, AQSERV desires to obtain, and DFI is willing to grant AQSERV, a license under these patents on the terms and conditions specified;

NOW, THEREFORE, in consideration of the promises and mutual agreements below, the parties agree as follows:

ARTICLE I

1.1 "Licensed Patents" means (a) United States Patent 5,135,051 entitled "Perforation Cleaning Tool"; United States Patent 5,165,438 entitled "Fluidic Oscillator"; United States Patent 5,228,508 entitled "Perforation Cleaning Tools"; and, United States Patent 5,893,383 entitled "Fluidic Oscillator".

1.2 "Licensed Operation" means any and/or all services Sold, that utilize any and/or all fluidic oscillator tool(s), provided by any and/or all sources, in conjunction with any and/or all, continuous or non-continuous pipe, including but not limited to, tubing, coiled tubing, threaded pipe, jointed pipe services, and/or that utilize and/or that benefit and/or that do not benefit from the Licensed Patents and/or that use apparatus that would and/or would not infringe any claim of the Licensed Patents, either literally or under the Doctrine of Equivalents. Licensed Operation shall comprise the rental or leasing of goods and/or equipment by AQSERV, its Affiliate or designee to third parties, or the sale of such goods and/or equipment by AQSERV, its Affiliate or designee to such third parties or the provision of the fluidic oscillator tool services utilizing equipment of third party services providers which are not an Affiliate or designee of AQSERV, together with any specific operator services for use of such tool by AQSERV or any of it's Affiliates. This article serves to include the utilization of any and all tool(s) that are referred to as, including but not limited to, a "fluidic oscillator", "fluidic switch", fluidic pulse tool", "fluidic wave tool", "oscillator", "wave generator", "pulse generator", "pulsing tool", "acoustic pulse tool", "acoustic wave tool", and/or any and all terms which may be and/or construed to be, and/or likely to be, and/or do confuse, mislead, and/or deceive any customer or potential customer.

1.3 "Sold" means having entered into any written or oral contract for the provision of fluidic oscillator services, in exchange for any past, present, or future consideration, in connection with any Licensed Operation.

1.4 "Revenue" means the DFI published price book amount quoted, before calculation of any and all discount(s), to any related customer or unrelated third-party customer for a Licensed Operation in any transaction conducted in any country, exclusive of allowances for cancellations. Revenue shall be based upon the charges for the fluidic oscillator tool covered by Licensed Operations. If a Licensed Operation is Sold in conjunction with other equipment leased or sold or in conjunction with other services performed, then Revenue shall be based on;
a. the published price in the most current DFI price book;

b. the normal and customary sale of a Licensed Operation, derived from prior services provided within a specific area(s) and/or provided to a specific customer(s);

c. the pre-approved price determined jointly by AQSERV and DFI, marketed to a related or unrelated third-party customer which has been established at the minimum per treatment per day unless renegotiated in advance on a case by case basis.

Any consideration received in foreign currency shall be converted to U.S. dollars at the official foreign exchange rate in effect on the day in which the Licensed Operation was performed.

1.5 "Affiliate or Designee" means any corporation or other business entity, in which AQSERV may have (directly or indirectly), a controlling interest, be controlled by, or under common control with the party as of the effective date of this Agreement, and/or any licensee governed under the covenants of a separate license agreement.

1.6 "Know-How" means any and/or all information, now or hereafter in the possession of DFI, which relates to the performance of Licensed Operation and which DFI discloses to AQSERV. Know-How shall also include any future developments and/or modifications made by DFI to the equipment or methods of performance of Licensed Operations. All information concerning "Know-How" which is conveyed to AQSERV by DFI, whether written or orally, is now and shall remain the sole property of DFI and is confidential and proprietary property of DFI and will not be used in any way, for any purpose without specific written permission from DFI.

ARTICLE II

2.1 Subject to the remaining provisions of this Agreement, DFI grants to AQSERV, a world-wide, non-exclusive, non-transferable, right and license under the Licensed Patents and Know-How owned or controlled by DFI, with the exception of The Republic of Indonesia: To perform, offer to perform, have performed or have Sold any Licensed Operation utilizing fluidic oscillator in conjunction with continuous, coiled tubing, or any other continuous tubing or pipe, as well as, with non-continuous, threaded pipe or jointed pipe services as outlined in 1.2 above. AQSERV shall pay DFI a royalty on all Licensed Operations performed by it or its Affiliate or Designee, in the amounts defined in Article III below.

2.2 To effect the transfer of Know-How by DFI to AQSERV, DFI agrees to provide a, "Product Champion", a suitably qualified individual who is familiar with the operation and use of the fluidic oscillator and associated equipment to train employees of AQSERV, its Affiliates or designee in the areas of technical sales/business development, use and operation of the tools and equipment and to perform or assist in customer contacts and presentations. If AQSERV requests that the individual travel to provide the training or other assistance to a location other than the office of DFI, AQSERV agrees to arrange for and to pay any and all reasonable & documented costs associated with such travel in advance, or at the time the incurred expense is due and payable to the supplier of services. All expenses incurred by the individual in association with such travel, which may not have been paid for in advance, shall be reimbursed by AQSERV within five (5) days of receipt of the expense reimbursement request. Operational training of employees of AQSERV by the individual, during the performance of the Licensed Operations which has been sold by AQSERV or its Affiliate or designee for which DFI will be paid royalties, will be provided at no additional charge. Operational training in association with the performance of Licensed Operations in a location other than the Natural Work Area ("NWA") of DFI, shall be paid by AQSERV, including all reasonable & documented travel associated expenses as outlined above, to begin at the time of departure from the NWA to the time of arrival back to a destination within the NWA.

2.3 No provision of this Agreement shall be construed to grant a license, expressly or by implication, under any patent or patents pending which are not herein expressly included in Section (1.1, Licensed Patents) above except as outlined in 2.4, 2.5, and 2.6, below.

2.4 Upgrades to existing downhole tools and fluidic oscillators shall be included in the current license and royalties. New tool and oscillator patents (application and issued) derived from existing patents shall also be included.

2.5 New patent applications, uses and issued patents derived from the AQSERV use of existing patent(s) and/or product lines shall be the property of DFI. AQSERV will have access to the new patents under this agreement.

2.6 New product lines currently under the DFI banner (such as microbial systems and fluid systems) shall be negotiated on a case by case basis.

ARTICLE III

In consideration of the grant of the foregoing license, the current license fee of USD $500,000.00 (five hundred thousand) dollars shall be waived in favor of AQSERV.

3.1 For Licensed Operations performed during the term of this Agreement, Revenue from any Licensed Operation is normally charged at a minimum amount per use however, the minimum Revenue charged per use by AQSERV for any and all services sold under the "Licensed Operation" shall be waived in favor of AQSERV.

3.2 Upon the return of the oscillator(s) use by AQSERV during the performance of the licensed operation(s) and associated treatment and utilization reports to DFI, AQSERV shall also remit to DFI a fixed "Royalty" of USD $7,000.00 (seven thousand) dollars, for each mobilization (per job) and all services sold under the "Licensed Operation". There shall be no additional "Royalty" payable to DFI. Royalty payments shall be paid beginning on the 15th day of the month following the first full month after the signing of this agreement and shall be payable on the 15th of each month thereafter based upon a monthly declaration of use by AQSERV.

3.3 AQSERV shall keep records of all Revenue from Licensed Operations made, used, or Sold by AQSERV during the term of this Agreement, sufficient to permit verification, in accordance with Sections 3.4 and 3.5 below, of the accuracy and completeness of the information required to be reported and the royalties required to be paid under this Agreement. AQSERV shall be required to keep and maintain such records throughout the existence of this agreement and for a period of five (5) years beyond the termination date as specified in section 3.3 below. Obligations under this paragraph and paragraphs 3.3 and 3.4 below shall survive termination of this Agreement.

3.4 On or before the 20th day of each month during the term of this Agreement, and on the 20th day of the month after termination of this Agreement, AQSERV shall send DFI a written report showing separately:

(a) the total of all invoices for each treatment performed for Licensed Operations Sold by AQSERV during the preceding calendar month,
(b) the total of all Revenue received for each treatment performed for Licensed Operations Sold by AQSERV during the preceding calendar month,
(c) the computed amount due DFI, concurrently with such written reports, AQSERV shall make payment to DFI of the complete amount due DFI in the form set forth in Section 3.5 herein.

3.5 DFI shall have the right, during reasonable business hours and upon notice to AQSERV, to have the correctness of any such report audited, at DFI's expense, by a firm of independent public accountants, selected by DFI, which shall examine AQSERV records on matters pertinent to this Agreement. No more than four such audits shall be performed per calendar year. In the event it shall be determined by the independent public accountants, at any time, that AQSERV has under-reported royalties properly due with respect to the audit period by any amount, then AQSERV shall, in addition to any other remedy provided DFI by law or by this Agreement, make immediate payment of all royalties due including interest accrued and reimburse DFI's full cost and expense associated with such audit including all audit and legal fees.

3.6 All payments under this Agreement shall be made without deduction for any discount, price allowance or concession of any type or amount, or taxes, or charges of any kind and shall be delivered in United States Currency payable to DFI, at an address designated by DFI. DFI may designate a bank account into which funds shall be directly deposited instead, in which case the funds shall be deposited by wire transfer or in immediately available funds.

3.7 It is agreed by the parties that any and all associated equipment necessary to perform Licensed Operations shall be supplied by AQSERV and DFI shall supply only the fluidic oscillator(s). All oscillators remain the property of DFI. Oscillators will be used for one job/treatment only and will be returned to DFI for inspection. No fluidic oscillator provided by and/or utilized in the performance of this agreement shall be disassembled by any means at any time for any reason. Fluidic oscillators shall be provided to AQSERV at no cost to AQSERV. DFI agrees that the price DFI charges AQSERV for associated tools and/or equipment shall not exceed the actual cost of handling, packaging and shipping for all standard tools, and shall not exceed 150% of the manufactured cost to DFI of such SPECIAL tools and equipment as requested/required by AQSERV and that AQSERV shall be given benefit of cost savings or reductions in cost resulting from manufacturing changes. DFI shall make available to AQSERV invoices from manufacturers of the tools and equipment upon request, for price verification purposes.

ARTICLE IV

DFI SHALL NOT BE LIABLE FOR ANY CONSEQUENCE OR DAMAGE ARISING OUT OF OR RESULTING FROM THIS AGREEMENT, OR THE EXERCISE BY AQSERV OF ANY RIGHTS GRANTED UNDER THIS AGREEMENT, NOR BE LIABLE TO AQSERV FOR CONSEQUENTIAL DAMAGES UNDER ANY CIRCUMSTANCES. IN PARTICULAR, AQSERV HEREBY INDEMNIFIES AND AGREES TO DEFEND DFI AGAINST ANY CLAIM, DEMAND, SUIT, OR JUDGMENT AGAINST DFI BY ANY CUSTOMER OF AQSERV AS A RESULT OF SERVICES PERFORMED BY AQSERV.

ARTICLE V

5.1 This Agreement and licenses relating to the Licensed Patents shall continue in full force and effect, unless sooner terminated as provided by this Agreement, or until the expiratory date of the last patent issued.

5.2 DFI may terminate this Agreement upon written notice to AQSERV if:

a. AQSERV remains in default in making any payments or reports required under this Agreement or fails to comply with any other provision of this Agreement for a period of ten (10) days, in each case after written notice of such default of failure is given by DFI to AQSERV, unless a genuine and good faith dispute exists as to the amount due and any amounts not in dispute are timely paid; or

b. AQSERV is determined by a court of competent jurisdiction to have willfully or deliberately violated any provision of this Agreement, or to have concealed from DFI any failure to comply with this Agreement, including but not limited to the deliberate or willful understatement of royalties payable or the refusal to timely pay royalties, or is determined to have acted other than in good faith in breaching any provision of this Agreement; in such event, the termination shall, at DFI's option, be effective as of the date of notice given by DFI; or

c. AQSERV engages in or contributes to any unauthorized infringement of the Licensed Patents; or

d. AQSERV shall become involved in insolvency, dissolution, bankruptcy proceedings or in the event AQSERV shall discontinue its business for any reason; or

e. AQSERV fails to perform in the development of sufficient volume of business which shall be deemed to be sufficient with royalty payments paid by AQSERV to DFI at the sole discretion of DFI, within the first 12 (twelve) months period from the date upon which this agreement is signed and has duly become effective. Development of sufficient volume of business for each successive 12 (twelve) months period following the first anniversary date of this agreement shall be deemed to be sufficient upon royalty payments by AQSERV to DFI of not less than 150% (One Hundred, Fifty percent), of the aggregate of all royalty paid by AQSERV to DFI during the previous 12 (twelve) months total royalty payments period.

5.3 Any termination of this Agreement shall not relieve AQSERV of liability for any payments accrued or owing before the date of such termination, or of its obligations to report to DFI the information required by Article 3 above as to activities before the termination date.

ARTICLE VI

6.1 This Agreement may, at any time, and without AQSERV's consent, be assigned by DFI without such assignment operating to terminate, impair, or in any way change any obligations or rights that DFI would have had, or any of the obligations or rights that AQSERV would have had, if such assignment had not occurred. After the making of any such assignment by DFI, the assignee shall be substituted for DFI as a party to this Agreement and DFI shall no longer be bound by this Agreement. In the event of such an assignment or the sale of DFI of all or substantially all of its assets, or a majority interest therein to a third party or parties, this Agreement may be terminated by the assignor or purchaser ninety (90) days after the effective date of such assignment or sale. The assignor or purchaser shall give notice of such intent to terminate to AQSERV at least ninety (90) days prior to the termination date. In the event the assignor or purchaser fails to give notice of termination or elects not to terminate this Agreement, the Agreement shall continue until terminated in accordance with Article V.

6.2 This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of all parties, but no purported assignment or transfer by AQSERV of all of or part of this Agreement, except an assignment as a part of a sale or other conveyance of the entire business of AQSERV relating to Licensed Operations, shall have any force or validity whatsoever.

6.3 If DFI receives an offer from a third party to begin investigation, due diligence, and negotiations to purchase all of its assets, or substantially all of its assets, or a majority interest therein, the acceptability and/or sufficiency of which shall be at the sole discretion of DFI. Prior to the acceptance of such an offer, DFI will notify AQSERV of such offer. AQSERV will then have ten, (10) business days within which to notify DFI of AQSERV's intent with regards to purchase DFI. If AQSERV wishes to pursue the purchase of DFI, then AQSERV shall have an additional fifteen (15) days within which to present a purchase offer to DFI. If AQSERV decides to not pursue a purchase of DFI, DFI shall have the right to enter into purchase negotiations with a third party. The above notification by DFI to AQSERV shall be binding only on the first offer to purchase from a third party.

ARTICLE VII

7.1 All notices, demands, consents, or communications that any party may desire or may be required to give to the other must be in writing, shall be effective upon receipt in the United States after having been sent by registered or certified mail or sent by facsimile transmission and addressed to such address as shall have been designated by notice from the addressee for addressing of notices to it, or if no such designation shall have been made, then to the address of the party appearing above. Receipt shall be presumed on the date of proper transmissions as to facsimile transmissions and otherwise within three (3) business days. No notice shall be deemed ineffective under this section if it is actually received by addressee. Unless further notice is given the address of the parties shall be:

Downhole Fluidics, Inc.
1508 West Montgomery
Midland, Texas 79701
United States of America

Attn: David Facteau
Phone: 432-686-7432
Fax: 432-686-0930

Aker Qserv Limited,
Badentoy Crescent Portlethen,
Aberdeen, Scotland AB12 4YD.

Attn: Mr. Jim Wright
Phone: + 44 1224 783707
Fax: +44 1224 783702

7.2 No failure or delay to act upon any default or to exercise any right, power, or remedy under this Agreement will operate as a waiver of any such default, right, power, or remedy.

7.3 This Agreement constitutes the entire Agreement and understanding of the parties with respect to its subject matter and supersedes and cancels all previous oral or written understandings, negotiations, commitments, representations, and agreements. This Agreement may not be modified or amended except in writing duly signed by authorized persons on behalf of the parties.

7.4 If any provision of this Agreement is or becomes or is deemed invalid, illegal, or unenforceable under the applicable laws or regulations of the United States or any other jurisdiction, such provision will be deemed amended to the extent necessary to conform to applicable laws or regulations or, if it cannot be so amended without materially altering the intention of the parties, it will be stricken and severed from the rest of the Agreement, but in any event the remainder of this Agreement shall remain in full force and effect.

7.5 This Agreement does not make either party to this Agreement the agent of the other party for any purpose, nor does either party to this Agreement have the right or authority to assume, create, or incur any liability of any kind, express or implied, against or on behalf of the other party.

7.6 This Agreement and its validity shall be construed and the legal relationship between the parties shall be determined in accordance with the laws of the State of Texas, United States of America, without reference to conflicts of laws provisions.

7.7 In the event of any dispute, claim, question, or disagreement arising from or related to this Agreement or the breach thereof, the parties hereto shall use their Best Efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in Good Faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of thirty (30) days,

then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the applicable provisions of its rules. The arbitration shall be conducted in Houston, Texas. If necessary, any judgment on any award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

7.8 Each party agrees not to use the name, logo, trademark, service mark, or any other designation of the other party or the name of any Affiliate of the other party in or on any sales brochure, product label, advertisement, or other publication without first securing the prior written consent of the other party to do so. In the event AQSERV wish to file for registration of a "Trademark", "Service Mark", or any and all other mark(s) granting legal protection, or to attach a special, unregistered "name", "number", "nomenclature", etc., or any other identifying mark to the DFI fluidic oscillator, the "Mark", and/or "Name", etc., shall be registered in the name of and become the property of DFI, and any "mark", "name", etc., which is not registered shall become the property of DFI. However, both parties may represent to customers the grant of the license by DFI to AQSERV without first securing such prior written consent.

AGREED to and executed by the following duly authorized officers of the parties, as of the date set forth below.

Aker Qserv Limited

By: _____ D. Bowman

Title: INTERNATIONAL OPERATIONS DIRECTOR

Downhole Fluidics, Inc.

BY: _____

Title: Ex VP

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the "Agreement") is made and effective on 12th May, 2011 by and between Downhole Fluidics, Inc. (DFI), a Texas corporation and Aker Qserv Limited, ("AQSERV"), having corporate offices at Badentoy Crescent Portlethen, Aberdeen, Scotland AB12 4YD.

1. Purpose.

The parties wish to engage in discussions relating to: DFI granting to AQSERV and AQSERV seeking a license from DFI to certain patents and technical knowledge which are the property of DFI. (the "Authorized Purpose"). In relation with this Authorized Purpose, each party may disclose certain of its "Confidential Information" (defined below) to the other. Hereafter, with respect to any specific item of information, the party disclosing such information shall be referred to as the "Disclosing Party" and the party receiving such information shall be referred to as the "Receiving Party."

2. Confidential Information.

"Confidential Information" shall include all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, business plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, by the Disclosing Party to the Receiving Party. Confidential Information disclosed orally shall be identified in writing by the Disclosing Party as such within thirty (30) days of disclosure. Nothing herein shall require the parties to disclose any of their information.

3. Recipient's Obligations.

(a) Recipient's Treatment of Confidential Information. The Receiving Party agrees that the Confidential Information is considered confidential and proprietary to the Disclosing Party. The Receiving Party shall hold the same in confidence, shall not use the Confidential Information other than for the Authorized Purpose, and shall disclose it only to its officers, directors, or employees with a specific need to know. The Receiving Party will not disclose, publish or otherwise reveal any of the Confidential Information received from the Disclosing Party to any other party whatsoever except with the specific prior written authorization of the Disclosing Party.

(b) Tangible Confidential Information. Confidential Information furnished in tangible form shall not be duplicated by the receiving part except for purposes contemplated by this Agreement. Upon the request of the Disclosing Party, the Receiving Party shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within ten (10) days of such request. At the Receiving Party's option, any documents or other media developed by the Receiving Party containing Confidential Information may be destroyed by the Receiving Party; the Receiving Party shall provide a written certificate to the Disclosing Party regarding destruction within ten (10) days thereafter.

(c) Exceptions. The foregoing obligations and restrictions do not apply to that part of the Confidential Information that the Receiving Party demonstrates:

(i) was available or became generally available to the public other than as a result of a disclosure by the Receiving Party; or

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(ii) was available, or became available, to the Receiving Party on a non-confidential basis prior to its disclosure to the Receiving Party by the Disclosing Party or it's representative, but only if such information was not made available through a breach of confidentiality owed to the Disclosing Party;

(iii) was requested or legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand or similar process) or is required by a regulatory body to make any disclosure which is prohibited or otherwise constrained by this Agreement, provided, that Receiving Party shall: (A) provide the Disclosing Party with prompt notice of any such request(s) so that the Receiving Party may seek an appropriate protective order or other appropriate remedy, and (B) provide reasonable assistance to the Disclosing Party in obtaining any such protective order. If such protective order or other remedy is not obtained or the Disclosing Party grants a waiver hereunder, then the Receiving Party may furnish that portion (and only that portion) of the Confidential Information which, in the written opinion of counsel reasonably acceptable to the Disclosing Party, the Receiving Party is legally compelled or is otherwise required to disclose; provided, that the Receiving Party shall use reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so disclosed; or

(iv) was independently developed by the Receiving Party without breach of this Agreement.

4. Term.

The obligations herein shall be binding upon the parties for five (5) years from the date of this Agreement discloses any Confidential Information to the other pursuant to this Agreement. Further, the obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against a party, nor by the rejection of any agreement between the parties, by a trustee of a party in bankruptcy, or by a party as a debtor-in-possession or the equivalent of any of the foregoing under local law.

5. No License.

Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. It is understood and agreed that neither party solicits any change in the organization, business practice, service or products of the other party, and that the disclosure of Confidential Information shall not be construed as evidencing any intent by a party to purchase any products or services of the other party nor as an encouragement to expend funds in development or research efforts. Confidential Information may pertain to prospective or unannounced products. The Receiving Party agrees not to use any Confidential Information as a basis upon which to develop or have a third party develop a competing or similar product.

6. No Publicity.

The parties agree not to disclose their participation in this undertaking, the existence or terms and conditions of the Agreement, or the fact that discussions are being held with the other party.

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7. Governing Law and Equitable Relief.

This Agreement shall be governed and construed in accordance with the laws of the United States and the state of Texas. The parties agrees that in the event of any breach or threatened breach of this Agreement, either party may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect it against any such breach or threatened breach.

8. Entire Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

9. No Assignment.

Neither party may assign this Agreement or any interest herein without the other's express prior written consent.

10. Severability.

It is the desire and the intent of the parties that the terms and conditions of this Agreement shall be enforced to the fullest extent permitted under applicable laws. Accordingly, if any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, or becomes by operation of law invalid or unenforceable, then this Agreement shall be deemed amended to delete therefrom the portion that is adjudicated or which becomes by operation of law invalid or unenforceable, such deletion to apply only with respect to the operation of that term or condition and the remainder of this Agreement full force and effect.

11. Notices.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

If to Mr. Andy Rowe:
Downhole Fluidics Inc
1508 W. Montgomery, Midland, TX
79701

If to Mr. Jim Wright:
Aker Qserv Limited
Badentoy Crescent, Portlethen, Aberdeen, AB12 4YD, Scotland

12. No Implied Waiver.

Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

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13. Headings.

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

Downhole Fluidics, Inc.

Name: Andy Rowe

Title: Ex. V.P.

Aker Quarry Limited

Name: [illegible]

Title: [illegible]

PATENT
REEL: 029863 FRAME: 0557

DOWNHOLE FLUIDICS, INC.
STIMULATION SERVICES

1508 WEST MONTGOMERY, MIDLAND, TEXAS 79701
PHONE: 432-686-7432—FAX: 432-686-0930

This Agreement, effective April 20, 2011, is by and between Downhole Fluidics, Incorporated, ("DFI"), a Texas corporation having a place of business at 1508 West Montgomery, Midland, Texas 79701, and, Maverick Thru-Tubing Services, LLC ("MTTS") , a Colorado limited liability company, having its corporate offices at 88 Inverness Circle East, Unit G-101, Englewood, Colorado 80112.

WHEREAS, DFI is the owner of United States Letters Patent which involve fluidic oscillation; and

WHEREAS, MTTS desires to obtain, and DFI is willing to grant MTTS, a license under these patents on the terms and conditions specified;

NOW, THEREFORE, in consideration of the promises and mutual agreements below, the parties agree as follows:

ARTICLE I

1.1 "Licensed Patents" means (a) United States Patent 5,135,051 entitled "Perforation Cleaning Tool"; United States Patent 5,165,438 entitled "Fluidic Oscillator"; United States Patent 5,228,508 entitled "Perforation Cleaning Tools"; and, United States Patent 5,893,383 entitled "Fluidic Oscillator".

1.2 "Licensed Operation" means any and/or all services Sold, that utilize the Licensed Patents and/or only DFI fluidic oscillator tool(s) in conjunction with any tubing, coiled tubing, threaded pipe, jointed pipe services. Licensed Operation shall comprise the rental or leasing of DFI fluidic oscillator tool services whether directly by MTTS or by a third party service provider. Such rental or lease may include operator services by MTTS or any of its' Affiliates, but such amounts charged shall not be subject to royalties or other payments to DFI.

1.3 "Sold" means having entered into any written or oral contract for the provision of fluidic oscillator services, in exchange for consideration, in connection with any Licensed Operation.

1.4 "Revenue" means that amount charged for the fluidic oscillator tool covered by Licensed Operations, including any specific labor charges made for any DFI employee/operator. DFI and MTTS agree that pricing shall be set as follows:

a. A minimum per treatment per day charge of $2,500.00. The parties may mutually agree to renegotiate the charge in advance on a case by case basis.

b. Any consideration received in foreign currency shall be converted to U.S. dollars at the official foreign exchange rate in effect on the day in which the Licensed Operation was performed.

1.5 "Affiliate or Designee" means any corporation or other business entity, in which MTTS may have (directly or indirectly), a controlling interest, be controlled by, or under common control with the party as of the effective date of this Agreement, and/or any licensee governed under the covenants of a separate license agreement.

1.6 "Know-How" means any information, now or hereafter in the possession of DFI, which relates to the Licensed Operation and which DFI discloses to MTTS. Know-How shall also include any future developments and/or modifications made by DFI to the Licensed Patents and/or any DFI fluidic oscillator tool(s). All information concerning "Know-How" which is conveyed to MTTS by DFI, whether written or orally, is now and shall remain the sole property of DFI and is confidential and proprietary property of DFI and will not be used in any way, for any purpose without specific written permission from DFI. With regard to confidentiality of information between the Parties, the Non-Disclosure Agreement between the Parties and attached hereto is hereby incorporated herein.

ARTICLE II

2.1 Subject to this Agreement, DFI grants to MTTS, a non-exclusive, non-transferable, right and license under the Licensed Patents and Know-How owned or controlled by DFI, to perform services as outlined in Section 1.2, above.

2.2 To effect the transfer of Know-How by DFI to MTTS, DFI agrees to provide a, "Product Champion", a suitably qualified individual who is familiar with the operation and use of the fluidic oscillator tool(s) and associated equipment to train MTTS, its Affiliates or designee in the areas of technical sales/business development, use and operation of the tools and equipment. MTTS may also have the Product Champion perform or assist in customer contacts and presentations. Training MTTS will be provided at no additional charge. If DFI provides training or additional services in conjunction with services sold by MTTS, DFI and MTTS shall discuss and mutually agree on a reasonable price of such services, with such amount being added to the customer ticket and DFI receiving those amounts for its additional services when payment is received from MTTS' customer. 2.3 No provision of this Agreement shall be construed to grant a license, expressly or by implication, under any patent or patents pending which are not herein expressly included in Section (1.1, Licensed Patents), above except as outlined in 2.4, 2.5, and 2.6, below.

2.4 Upgrades or improvements to DFI's existing downhole tools and fluidic oscillators shall be included in the current license and royalties and remain the sole and exclusive property of DFI.

2.5 Upgrades, improvement or new patents derived from MTTS for its downhole tools and processes shall remain the sole and exclusive property of MTTS. It is the intention of the parties that they each own and retain ownership of their respective patented processes and products and any improvement thereto.

2.6 If a new patentable process or product is developed as a result of the relationship between DFI and MTTS, the parties shall discuss whether such new patentable process or product shall be a joint patent or if one party shall pay a reasonable fee to the other for sole and exclusive ownership.

2.7 Other product lines currently under the DFI banner (such as microbial systems and fluid systems) shall be negotiated on a case by case basis and not automatically included under this agreement.

ARTICLE III

In consideration of the grant of the foregoing license, DFI shall waive the customary license fee.

3.1 For Licensed Operations performed during the term of this Agreement (Revenue from any Licensed Operation), shall be charged by MTTS to its customer at a minimum amount per use of USD $2,500.00 (two thousand five hundred) dollars, (hereinafter referred to as "Revenue"), for any Licensed Operation that is performed anywhere in the world by MTTS or its Affiliate or designee. DFI personnel charges shall be determined on a case by case basis, pursuant to section 2.2. MTTS shall retain Revenue from the sale of the oscillator only in the amount of 20% (twenty percent) of the amount charged to MTTS' customer and DFI shall receive, when MTTS receives payment from its customer, 80% (eighty percent) of the Revenue from the sale of the oscillator charged to MTTS' customer. Other Revenue generated, pursuant to section 2.2, shall be retained by the party providing services related to such Revenue and neither party shall entitled to such additional Revenue of the other party. If Revenue is increased beyond $2,500.00 the Parties shall discuss and mutually agree on reasonable modification to the division of the Revenue between the Parties.

3.2 On a monthly basis following the first full month after this Agreement has become effective, MTTS shall return any and all oscillator(s) which have been utilized for any Licensed Operation that is performed during the previous month. All oscillators remain the property of DFI. Oscillators will be used for one job/treatment only and will be returned to DFI for inspection. To prevent interruption of services for Licensed Operations, DFI shall send oscillators to MTTS, in an amount requested by MTTS to perform Licensed Operations, so that MTTS may return oscillators previously used.

3.3 Payments under this Agreement shall be made pursuant to the regularly monthly schedule for check runs by MTTS. Payment shall be made without deduction for any discount, price allowance or concession of any type or amount, or taxes, or charges of any kind and shall be delivered in United States Currency payable to DFI, at an address designated by DFI, unless otherwise agreed to herein or by the parties. DFI may designate a bank account into which funds shall be directly deposited, in which case MTTS may utilize its ACH processing to deposit such funds. Concurrently, MTTS shall submit to DFI a Royalty Report reflecting the work done and payments received, as follows;

1. A copy of each invoice to your customers showing the charges for the oscillator and the remainder of your charges can be blacked out.
2. A page(s) listing the invoice number, total charged for the oscillator, and our royalty amount for each job during the month; *example below:*

Date	Invoice #	Oscillator Charge	Royalty
3/15/2011	100001	$2,500.00	$2,000.00

A copy of the treatment report (i.e.: rate, pressure, travel speed of tubing, fluid volumes and type) from the CT operator so we have an official log of how the treatment was performed. The cost of returning the oscillator to DFI shall be DFI responsibility. As such, MTTS may deduct the shipping charges for the return of the oscillators to DFI from the Royal Report, reflected is a separate line item. DFI shall also bear the risk of any damage to the oscillators upon return by MTTS or to MTTS.

3.4 MTTS shall keep records of all Revenue from Licensed Operations made, used, or Sold by MTTS during the term of this Agreement, sufficient to permit verification, in accordance with Section3.3above, of the accuracy and completeness of the information required to be reported and the royalties required to be paid under this Agreement. MTTS shall retain such records for a period of two (2) years beyond the termination or cancellation of this agreement.

3.5 DFI shall have the right, during reasonable business hours and upon notice to MTTS, to audit the Royalty Reports and supporting documentation. To the extent an error is found, correction of the error shall be made with either reimbursement of overpayment or payment to the proper party. Both DFI and MTTS shall be responsible for their own costs associated with an audit.

3.6 It is agreed by the parties that ***any and all associated equipment necessary to perform Licensed Operations shall be supplied by MTTS and DFI shall supply only the fluidic oscillator(s).*** No fluidic oscillator provided by and/or utilized in the performance of this agreement shall be disassembled by any means, at any time, for any reason, unless agreed upon otherwise between the parties. Fluidic oscillators shall be provided and delivered to MTTS at no cost to MTTS.

3.7 Additional provisions, if any, applicable to this agreement appear as Attachment A:

Non-Disclosure Agreement

ARTICLE IV

DFI SHALL NOT BE LIABLE FOR ANY CONSEQUENCE OR DAMAGE ARISING OUT OF OR RESULTING FROM THIS AGREEMENT, OR THE EXERCISE BY MTTS OF ANY RIGHTS GRANTED UNDER THIS AGREEMENT, NOR BE LIABLE TO MTTS FOR CONSEQUENTIAL DAMAGES UNDER ANY CIRCUMSTANCES. IN PARTICULAR, MTTS HEREBY INDEMNIFIES AND AGREES TO DEFEND DFI AGAINST ANY CLAIM, DEMAND, SUIT, OR JUDGMENT AGAINST DFI BY ANY CUSTOMER OF MTTS AS A RESULT OF SERVICES PERFORMED BY MTTS.

DFI, for itself and its officers, directors, employees, agents, representatives, affiliates, manufacturers, successors and predecessors ("DFI") shall indemnify, defend and hold harmless MTTS, for DFI's breach or violation of patent, negligence, either by action or omission, intentional acts or gross negligence, breach of warranty, either express or implied, including warranties for a particular purpose and merchantability of the products and services by DFI, and manufacturing defects, causing or in any way related to damages suffered by MTTS or third parties.

MTTS, for itself and its officers, directors, employees, agents, representatives, affiliates, successors and predecessors ("MTTS") shall indemnify, defend and hold harmless DFI, for MTTS' breach or violation of patent, negligence, either by action or omission, intentional acts or gross negligence, causing or in any way related to damages suffered by DFI or third parties.

These indemnities shall survive the termination or cancellation of this agreement.

ARTICLE V

5.1 This agreement may be terminated upon written notice if:

a. MTTS remains in default in making any payments or reports required under this Agreement or fails to comply with any other provision of this Agreement for a period of ten (10) days, in each case after written notice of such default of failure is given by DFI to MTTS, unless a genuine and good faith dispute exists as to the amount due and any amounts not in dispute are timely paid;

b. MTTS is determined by a court of competent jurisdiction to have willfully or deliberately violated any provision of this Agreement, or to have concealed from DFI any failure to comply with this Agreement, including but not limited to the deliberate or willful understatement of royalties payable or the refusal to timely pay royalties, or is determined to have acted other than in good faith in breaching any provision of this Agreement; in such event, the termination shall, at DFI's option, be effective as of the date of notice given by DFI; or

c. either party engages in or contributes to any unauthorized infringement of a patent or the Licensed Patents related to the services and products in this agreement. However, the sale of an oscillator as permitted herein shall not be deemed a contributory violation if the buyer violates the Licensed Patent; or

d. if either party shall become involved in insolvency, dissolution, bankruptcy proceedings or in the event business discontinues for any reason; or

e. During the pendency of this agreement, the parties may discuss at any time the volume of business for Licensed Operations and related Revenue. If at any time either party is not receiving a reasonable amount of Revenue it shall discuss that with the other party to seek a resolution mutually agreeable between the parties. Such a resolution may include the mutual termination or cancellation of this agreement, without penalty, fault or liability, except that Revenues earned or billed to customers shall be paid when payment is received by MTTS from its customers.

5.2 Any termination of this Agreement shall not relieve MTTS of liability for any payments accrued or owing, but not paid, before the date of such termination, or of its obligation to provide a Royalty Report .

ARTICLE VI

This Agreement may not be assigned or otherwise transferred to another party without the prior written consent of the non-transferring party. If such an assignment or transfer involves the sale of DFI to a third party, DFI shall provide notice to MTTS of such offer. MTTS will then have ten, (10) business days within which to notify DFI of MTTS's intent with regards to purchasing DFI. If MTTS wishes to pursue the purchase of DFI, then MTTS shall have an additional thirty (30) days within which to undertake due diligence and present a purchase offer to DFI. If MTTS decides to not pursue a purchase of DFI, DFI shall have the right to enter into purchase negotiations with other third parties. The above notification by DFI to MTTS shall be binding only on the first offer to purchase from a third party. The need for consent to assign this agreement shall still apply.

ARTICLE VII

7.1 All notices, demands, consents, or communications that any party may desire or may be required to give to the other must be in writing, shall be effective upon receipt in the United States after having been delivered in person, sent by registered or certified mail with a signed return receipt, or sent by facsimile transmission and addressed to such address as shall have been designated by notice from the addressee for addressing of notices to it, or if no such designation shall have been made, then to the address of the party appearing above. Receipt shall be presumed on the date of proper transmissions as to facsimile transmissions and otherwise within three (3) business days, unless specified otherwise by receipt of actual delivery. No notice shall be deemed ineffective under this section if it is actually received by addressee. Unless further notice is given the address of the parties shall be:

Downhole Fluidics, Inc.
1508 West Montgomery
Midland, Texas 79701
United States of America
Attn: David Facteau
Phone: 432-686-7432
Fax: 432-686-0930

Maverick Thru-Tubing Services, LLC ("MTTS")
88 Inverness Circle East, Unit G-101
Englewood, Co 80112
United States of America
Attn: Kristian Grimland / Andrew Iverson

Phone: 303-757-7789
Fax: 303-757-7810

7.2 No failure or delay to act upon any default or to exercise any right, power, or remedy under this Agreement will operate as a waiver of any such default, right, power, or remedy. The waiver of any violation of breach of this agreement shall not constitute a waiver of future or other violations or breaches, each such violation or breach constituting its own and distinct matter.

7.3 This Agreement constitutes the entire Agreement and understanding of the parties with respect to its subject matter and supersedes and cancels all previous oral or written understandings, negotiations, commitments, representations, and agreements. This Agreement may not be modified or amended except in writing duly signed by authorized persons on behalf of the parties.

7.4 If any provision of this Agreement is or becomes or is deemed invalid, illegal, or unenforceable under the applicable laws or regulations of the United States or any other jurisdiction, such provision will be deemed amended to the extent necessary to conform to applicable laws or regulations or, if it cannot be so amended without materially altering the intention of the parties, it will be stricken and severed from the rest of the Agreement, but in any event the remainder of this Agreement shall remain in full force and effect.

7.5 This Agreement does not make either party to this Agreement the agent of the other party for any purpose, nor does either party to this Agreement have the right or authority to assume, create, or incur any liability of any kind, express or implied, against or on behalf of the other party.

7.6 This Agreement and its validity shall be construed and the legal relationship between the parties shall be determined in accordance with the laws of the State of Texas, United States of America, without reference to conflicts of laws provisions.

7.7 In the event of any dispute, claim, question, or disagreement arising from or related to this Agreement or the breach thereof, the parties hereto shall use their Best Efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in Good Faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of thirty (30) days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the applicable provisions of its rules. The arbitration shall be conducted in Houston, Texas before a panel of three arbitrators, with DFI and MTTS each picking one arbitrator and the two arbitrators picking the third. If necessary, any judgment on any award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The prevailing party to any dispute arising under this agreement, including the obligation of indemnity, shall be entitled to recovery of its reasonable attorneys' fees, costs and expenses. With regard to mediation, each party shall bear its own costs and expenses.

7.8 Each party agrees not to use the name, logo, trademark, service mark, or any other designation of the other party or the name of any Affiliate of the other party in or on any sales brochure, product label, advertisement, or other publication without first securing the prior written consent of the other party to do so. However, both parties may represent to customers the grant of the license by DFI to MTTS without first securing such prior written consent.

AGREED to and executed by the following duly authorized officers of the parties, as of the date set forth below.

Maverick Thru-Tubing Services, LLC

By: _____

Title: CM

Downhole Fluidics, Inc.

By: _____

Title: Executive Vice President

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the "Agreement") is made and effective on December 29, 2009 by and between Downhole Fluidics, Inc. (DFI), a Texas corporation and Maverick Thru-Tubing Services, LLC ("MTTS"), and affiliated companies, having corporate offices at 88 Inverness Circle East, Unit G-101, Englewood, Colorado 80112.

1. Purpose.

The parties wish to engage in discussions relating to: DFI granting to MTTS and MTTS seeking a license from DFI to certain patents and technical knowledge which are the property of DFI. (the "Authorized Purpose"). In relation with this Authorized Purpose, each party may disclose certain of its "Confidential Information" (defined below) to the other. Hereafter, with respect to any specific item of information, the party disclosing such information shall be referred to as the "Disclosing Party" and the party receiving such information shall be referred to as the "Receiving Party."

2. Confidential Information.

"Confidential Information" shall include all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, business plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, by the Disclosing Party to the Receiving Party. Confidential Information disclosed orally shall be identified by the Disclosing Party as such within thirty (30) days of disclosure. Nothing herein shall require the parties to disclose any of their information.

3. Recipient's Obligations.

(a) Recipient's Treatment of Confidential Information. The Receiving Party agrees that the Confidential Information is considered confidential and proprietary to the Disclosing Party. The Receiving Party shall hold the same in confidence, shall not use the Confidential Information other than for the Authorized Purpose, and shall disclose it only to its officers, directors, or employees with a specific need to know. The Receiving Party will not disclose, publish or otherwise reveal any of the Confidential Information received from the Disclosing Party to any other party whatsoever except with the specific prior written authorization of the Disclosing Party.

(b) Tangible Confidential Information. Confidential Information furnished in tangible form shall not be duplicated by the receiving part except for purposes contemplated by this Agreement. Upon the request of the Disclosing Party, the Receiving Party shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within ten (10) days of such request. At the Receiving Party's option, any documents or other media developed by the Receiving Party containing Confidential Information may be destroyed by the Receiving Party; the Receiving Party shall provide a written certificate to the Disclosing Party regarding destruction within ten (10) days thereafter.

(c) Exceptions. The foregoing obligations and restrictions do not apply to that part of the Confidential Information that the Receiving Party demonstrates:

(i) was available or became generally available to the public other than as a result of a disclosure by the Receiving Party; or

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(ii) was available, or became available, to the Receiving Party on a non-confidential basis prior to its disclosure to the Receiving Party by the Disclosing Party or it's representative, but only if such information was not made available through a breach of confidentiality owed to the Disclosing Party;

(iii) was requested or legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand or similar process) or is required by a regulatory body to make any disclosure which is prohibited or otherwise constrained by this Agreement, provided, that Receiving Party shall: (A) provide the Disclosing Party with prompt notice of any such request(s) so that the Receiving Party may seek an appropriate protective order or other appropriate remedy, and (B) provide reasonable assistance to the Disclosing Party in obtaining any such protective order. If such protective order or other remedy is not obtained or the Disclosing Party grants a waiver hereunder, then the Receiving Party may furnish that portion (and only that portion) of the Confidential Information which, in the written opinion of counsel reasonably acceptable to the Disclosing Party, the Receiving Party is legally compelled or is otherwise required to disclose; provided, that the Receiving Party shall use reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so disclosed; or

(iv) was independently developed by the Receiving Party without breach of this Agreement.

4. **Term.**

The obligations herein shall be binding upon the parties for three (3) years from the date a party last discloses any Confidential Information to the other pursuant to this Agreement or for three (3) years from the date of license cancellation. Further, the obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against a party, nor by the rejection of any agreement between the parties, by a trustee of a party in bankruptcy, or by a party as a debtor-in-possession or the equivalent of any of the foregoing under local law.

5. **No License.**

Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. It is understood and agreed that neither party solicits any change in the organization, business practice, service or products of the other party, and that the disclosure of Confidential Information shall not be construed as evidencing any intent by a party to purchase any products or services of the other party nor as an encouragement to expend funds in development or research efforts. Confidential Information may pertain to prospective or unannounced products. The Receiving Party agrees not to use any Confidential Information as a basis upon which to develop or have a third party develop a competing or similar product.

6. **No Publicity.**

The parties agree not to disclose their participation in this undertaking, the existence or terms and conditions of the Agreement, or the fact that discussions are being held with the other party.

7. **Governing Law and Equitable Relief.**

This Agreement shall be governed and construed in accordance with the laws of the United States and the state of Texas. The parties agrees that in the event of any breach or threatened breach of this Agreement, either party may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect it against any such breach or threatened breach.

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8. **Entire Agreement.**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

9. **No Assignment.**

Neither party may assign this Agreement or any interest herein without the other's express prior written consent.

10. **Severability.**

It is the desire and the intent of the parties that the terms and conditions of this Agreement shall be enforced to the fullest extent permitted under applicable laws. Accordingly, if any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, or becomes by operation of law invalid or unenforceable, then this Agreement shall be deemed amended to delete therefrom the portion that is adjudicated or which becomes by operation of law invalid or unenforceable, such deletion to apply only with respect to the operation of that term or condition and the remainder of this Agreement full force and effect.

11. **Notices.**

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

If to _____:

_____

_____

_____

If to MLTTS:
88 Inverness Circle E., G101
Englewood, CO 80112
Attn: Kris Grimland / Andy Imrem

12. **No Implied Waiver.**

Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

13. **Headings.**

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

Downhole Fluidies, Inc.	Maverick Thru-Tubing Services, LLC
Name: T. A. Rowe	Name: Kristian Grimland
Title: Ex VP	Title: General Manager

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DOWNHOLE FLUIDICS, INC.

LETTER OF AGREEMENT

To: PT. DFI INDONESIA

Attn: Mr. Anton Supryono
President

Date: 01 September, 2010

Re: Extension of Term of Original License Agreement

To whom it may concern,

The term of enforcement of an Original License Agreement between the entities listed below shall be extended and shall remain in full force for an additional term of five (5) years from the date of this correspondence, as affixed above, beginning on 01 September, 2010, and ending on 01 September, 2015, unless terminated in writing by either entity before that time.
A copy of the original Agreement is affixed below for reference purposes.

All comments and/or questions should be addressed to the office of Downhole Fluidics, Inc., 1508 West Montgomery, Midland, Texas 79701, USA, attention of Andy Rowe.

Regards,

Andy Rowe
Executive Vice President
Downhole Fluidics, Inc.