

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>David James Elms</td> <td>06/07/2013</td> </tr> <tr> <td>Gregory Allen Hudspeth</td> <td>05/14/2013</td> </tr> </tbody> </table>		Name	Execution Date	David James Elms	06/07/2013	Gregory Allen Hudspeth	05/14/2013				
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RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>Haven Technology Solutions LLC</td> </tr> <tr> <td>Street Address:</td> <td>32003 Nichols Sawmill Road, Suite D</td> </tr> <tr> <td>City:</td> <td>Magnolia</td> </tr> <tr> <td>State/Country:</td> <td>TEXAS</td> </tr> <tr> <td>Postal Code:</td> <td>77355</td> </tr> </table>		Name:	Haven Technology Solutions LLC	Street Address:	32003 Nichols Sawmill Road, Suite D	City:	Magnolia	State/Country:	TEXAS	Postal Code:	77355
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PROPERTY NUMBERS Total: 1											
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CORRESPONDENCE DATA											
<p>Fax Number: 2142000853 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 214-651-5000 Email: ipdocketing@haynesboone.com Correspondent Name: HAYNES AND BOONE, LLP IP Section Address Line 1: 2323 Victory Avenue Address Line 2: Suite 700 Address Line 4: Dallas, TEXAS 75219</p>											
ATTORNEY DOCKET NUMBER:	46613.6T1										
NAME OF SUBMITTER:	Mark Tidwell										
Signature:	/Mark Tidwell/										
Date:	06/13/2013										

OP \$40.00 13917341

Total Attachments: 4

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ASSIGNMENT

WHEREAS, David James Elms (an "ASSIGNOR"), a citizen of the United States of America, residing at 20603 Sapphire Circle, Magnolia, Texas 77355, has developed and is the owner of certain inventions as embodied in and represented by the Intellectual Property, as defined below.

WHEREAS, Gregory Allen Hudspeth (an "ASSIGNOR"), a citizen of Brazil, residing at 5050 Buffalo Springs Trail, Amarillo, Texas 79119, has developed and is the owner of certain inventions as embodied in and represented by the Intellectual Property, as defined below.

"Intellectual Property" shall collectively mean the technology developed by ASSIGNOR and generally titled:

APPARATUS AND METHOD FOR FLUID CONTROL

as well as any application related thereto, including, without limitation, the application(s):

___ of even date filed herewith;

X filed on June 13, 2013 and assigned application number 13/917,341.

WHEREAS, each ASSIGNOR is desirous of assigning all of his right in the Intellectual Property to Haven Technology Solutions LLC ("ASSIGNEE"), a corporation, doing business at 32003 Nichols Sawmill Road, Suite D, Magnolia, Texas 77355, United States of America.

NOW, THEREFORE, subject to the terms, conditions, covenants and provisions of this Assignment, and in consideration of Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each ASSIGNOR, the parties hereto, intending legally to be bound, agree as follows:

Each ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE, its successors and assigns, said ASSIGNOR'S entire right, title, and interest in the Intellectual Property, including, without limitation, (i) all United States and foreign rights therein, whether patentable or not, and in and to aforesaid patents, patent applications and any divisions or continuations thereof, and any patents or similar registrations obtained for the Intellectual Property in the United States and foreign countries, or issuing out of said application or any such division or continuation thereof, and any reissues or extensions of any such patents and (ii) all causes of action, past, present, and future, for infringement, unfair competition or otherwise with respect to the Intellectual Property and all disclosures of ideas, whether or not patentable and all pending applications.

Each ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

Each ASSIGNOR hereby covenants that (i) he believes himself to be the original and first inventor of the subject matter of the Intellectual Property; (ii) he has the full right to convey his entire right, title and interest in said Intellectual Property, and (iii) he has not executed and will not execute any agreement in conflict herewith.

Each ASSIGNOR further covenants that he will not undertake any activity to erode or challenge the ASSIGNEE'S rights in the Intellectual Property assigned hereunder.

Each ASSIGNOR further covenants that he will, at any time, upon ASSIGNEE'S request, execute and deliver any and all papers that may be necessary or desirable to perfect the title in the Intellectual Property, or any patents that may be granted therefore, in the ASSIGNEE, its successors and assigns, and if ASSIGNEE, or its assignee, desires to make a substitute, divisional or continuation application for said Intellectual Property, or to secure a reissue or extension of any Letters Patent, to file disclaimer relating thereto, or an application for a corresponding patent in any foreign country, or undertake any other act to secure and protect the ASSIGNEE'S rights in the Intellectual Property, that he will upon request, sign all papers, make all rightful oaths, and do all lawful acts requisite for the said purposes, but at the expense of the ASSIGNEE.

Each ASSIGNOR hereby acknowledges that the entire beneficial interest in the Intellectual Property and to which the above application relates is irrevocably vested in the ASSIGNEE including the right to make the application for protection in all countries abroad and to claim priority under the International Convention for such applications and hereby assents to the making of any such applications, with or without priority claims, and of any divisional application resulting therefrom.

Each ASSIGNOR further covenants that he will at all times communicate to the ASSIGNEE, its successors, assigns or legal representatives, all facts relating to the Intellectual Property, or the history thereof, known to him, and testify as the same in interferences or other litigation, when requested so to do.

Executed and delivered this _____ day of _____ 2013.

Inventor: _____
David James Elms

State of TEXAS §

County of HARRIS §

BEFORE ME, the undersigned authority, personally appeared this 7th day of June 2013, David James Elms, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he signed, sealed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

[SEAL]

Michelle L. Baxter
Notary Public Michelle Baxter

My Commission Expires: Aug. 26, 2015



Executed and delivered this 14 day of MAY 2013.

Inventor: *Gregory A. Hudspeth*
Gregory Allen Hudspeth

State of TEXAS §
County of Potter §

BEFORE ME, the undersigned authority, personally appeared this 14th day of May 2013, Gregory Allen Hudspeth, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he signed, sealed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

[SEAL]

Susan B. Allen

Notary Public _____

My Commission Expires: 11/1/2015

