

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE
CONVEYING PARTY DATA	
Name	Execution Date
Badlanderz Research and Development, LLC	05/21/2013
RECEIVING PARTY DATA	
Name:	Energy System Nevada, LLC
Street Address:	907 Holloway Church Rd.
City:	Lexington
State/Country:	NORTH CAROLINA
Postal Code:	27282
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13621284
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	8016981880
Email:	toddushton@gmail.com
Correspondent Name:	J. Todd Rushton
Address Line 1:	1040 Bountiful Blvd
Address Line 4:	Bountiful, UTAH 84010
NAME OF SUBMITTER:	J. Todd Rushton
Signature:	/J. Todd Rushton/
Date:	09/13/2013
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 4	
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## **PRODUCTION AND MARKETING AGREEMENT**

This agreement entered into this 14<sup>th</sup> day of May, 2013, by and between **Energy System Nevada, LLC** of 907 Holloway Church Road, Lexington, North Carolina (27282) (hereinafter referred to as "E.S.N.") and **Badlanderz Research and Development, LLC** of 2035 Industrial Park Rd, P.O. Box 152, Richfield, Utah (84701) (hereinafter referred to as "**Badlanderz**").

### **WITNESSETH:**

**WHEREAS**, Badlanderz is the one hundred percent (100%) owner of license interest in a certain tool known as an extendable conductor stand having blowout protection and an improved extendable conductor stand having blowout protection with patents pending as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference; and

**WHEREAS**, Badlanderz desires to grant an exclusive right to E.S.N. to produce and market said tool; and

**WHEREAS**, the parties desire to reduce their agreement to writing.

**NOW, THEREFORE**, in consideration their mutual promises, the parties agree as follows:

1. Badlanderz hereby grants the exclusive right to E.S.N. to produce and market the tool described in Exhibit "A", which interest consists of a license for one hundred percent (100%). This license shall entitle Badlanderz to develop, manufacture and market said tool, including entering into any leases, sales or transfers of ownership of the license for production and marketing said tool for a period of not less than twenty (20) years and/or the life of the patent, as identified in Exhibit "A" attached hereto and incorporated herein by this reference.
2. E.S.N. shall use their best efforts to promote the successful marketing and manufacturing of said tool and agree to pay Badlanderz net profits defined as one-third (1/3) of the total gross income after costs of manufacture derived from the sale, leasing or transfer of said tool by E.S.N. to any third parties.

3. E.S.N. agrees that it shall assume all costs for the manufacturing, development and marketing of said tool, and that Badlanderz shall participate on an as needed basis in any designing, engineering or testing and to utilize its experience and education in any areas to promote the successful development and marketing of said tool.

4. Badlanderz agrees that it will not engage in any activity directly or indirectly in competition with the manufacturing or marketing of said tool by E.S.N., nor will it divulge any confidential information pertaining to said tool to third parties or other manufacturers in competition or which might constitute competition to the manufacturing and marketing by E.S.N.

5. The parties agree that E.S.N. shall provide a regular accounting to Badlanderz of its efforts and financial investments in the marketing and development of said product on a regular basis during the life of this agreement. E.S.N. further agrees to begin production and marketing as expeditiously as practical after execution hereof.

6. The parties acknowledge and agree that in the event E.S.N. should receive an offer for the permanent sale of any and all rights in the tool, that all owners of interest in said tool shall be consulted. The terms of any said offer shall be presented to all owners and a majority of the ownership interest shall control any voting as to whether to sell or dispose entirely of said interest.

7. The parties acknowledge and agree that in the event of a dispute that may arise under the terms of this agreement, the parties shall engage in mediation in an effort to resolve any such dispute prior to initiating any legal action.

8. The parties acknowledge and agree that in the event litigation becomes necessary, the successful party in said litigation shall be entitled to recover a reasonable attorney's fee and costs of court in addition to any and all other damages as provided by law.

9. The parties acknowledge and agree that any litigation involving this matter shall be construed and determined under laws of the State of Utah and that the proper venue for any such litigation would be Sevier County, State of Utah.

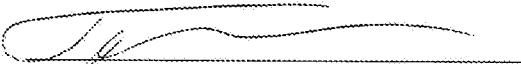
10. The parties acknowledge that this agreement constitutes their entire agreement, and the same shall not be modified or amended except in writing signed by all parties.

**DATED** this 14<sup>th</sup> day of May, 2013.

**BADLANDERZ RESEARCH AND  
DEVELOPMENT, LLC**

**ENERGY SYSTEM NEVADA, LLC**

By:



**TRAVIS CHILDERS**  
Managing Member

By:

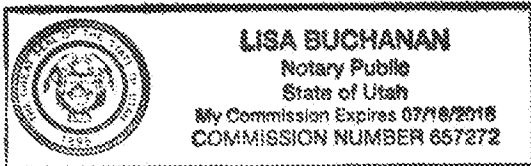



**FRANK TAYLOR**  
Managing Member



THE STATE OF UTAH        }  
                                      } ss.  
COUNTY OF SEVIER        }

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of May, 2013, by **Travis Childers**.



  
NOTARY PUBLIC  
My commission expires: 07-18-16

THE STATE OF UTAH        }  
                                      } ss.  
COUNTY OF SEVIER        }

The foregoing instrument was acknowledged before me this 21 day of May, 2013, by **Frank Taylor**.



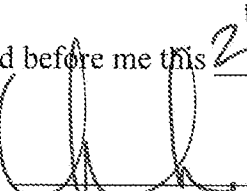
  
NOTARY PUBLIC  
My commission expires: 5-22-2014

EXHIBIT "A"  
AMENDED BY AGREEMENT

Extendable conductor stand having blowout protection and improved extendable conductor stand having blowout protection: EFS Id: 10028221 and 9993331; Application #s: 61481191 and 61482728; and Confirmation #s: 8763 and 4897.

Amendment by agreement to include non-provisional patent filing for EXTENDABLE CONDUCTOR STAND HAVING MULTI-STAGE BLOWOUT PROTECTION, US PATENT APPLICATION NO. 13/621,284, FILED SEPTEMBER 16, 2012.