

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2838445

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	VAN DER HORST USA CORPORATION	03/23/2006
RECEIVING PARTY DATA		
Name:	COOPER COMPRESSION DIVISION OF COOPER CAMERON CORPORATION	
Street Address:	1333 WEST LOOP SOUTH, SUITE 1700	
City:	HOUSTON	
State/Country:	TEXAS	
Postal Code:	77027	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	6342147
CORRESPONDENCE DATA		
Fax Number:	(713)939-2856	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	713-939-2343	
Email:	swanson@fyiplaw.com, docket@fyiplaw.com, dietzmann@fyiplaw.com	
Correspondent Name:	CAMERON INTERNATIONAL CORPORATION	
Address Line 1:	P.O. BOX 1212	
Address Line 2:	ATTN: PATENT SERVICES	
Address Line 4:	HOUSTON, TEXAS 77251-1212	
ATTORNEY DOCKET NUMBER:	CMRN:0001	
NAME OF SUBMITTER:	TAIT R. SWANSON	
SIGNATURE:	/Tait R. Swanson, Reg. No. 48226/	
DATE SIGNED:	05/01/2014	
Total Attachments: 7		
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PATENT

REEL: 032802 FRAME: 0283

INTELLECTUAL PROPERTY TRANSFER AGREEMENT

This Intellectual Property Transfer Agreement (hereinafter "the Agreement") made on March 23, 2006, between Cooper Compression of Houston, TX (hereinafter "CC"), the Van der Horst USA Corporation of Terrell, TX (hereinafter "VdH"), Mr. James Reed of Terrell, TX and Mr. Charles F. Lowrie of Terrell, TX (each a "Party" and collectively the "Parties") relates to certain agreements and understandings between the Parties, on the following terms and conditions.

VdH and Messrs. Reed and Lowrie have extensive knowledge and information related various iron-plating processes and techniques, including the process referred to by VdH "CL2000" process. VdH and Messrs. Reed and Lowrie hereby agree to transfer and/or assign all of their respective rights in this knowledge and information to CC in accordance with the terms and conditions of this Agreement as outlined below.

The Parties agree as follows.

1.0. General Understandings

- 1.1. In this Agreement, headings are inserted for convenience only and shall not affect the construction of this Agreement.
- 1.2. The Parties agree that this Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. All prior agreements, proposals, letters, electronic communications, oral communications, and/or understandings are superseded by this Agreement.
- 1.3. This Agreement may be amended only by written mutual agreement.
- 1.4. All terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, assigns, and legal representatives.
- 1.5. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.
- 1.6. If any provision of this Agreement shall be held to be in whole or in part invalid, illegal or unenforceable in any jurisdiction, or if any governmental agency or authority shall require the Parties to delete any provisions of this Agreement, such invalidity, illegality, unenforceability or deletion shall not impair or affect the remaining provisions of this Agreement or the validity of the enforceability of such provisions in any other jurisdictions. Moreover, the Parties shall endeavor, in good faith negotiations, to replace

the invalid, illegal, unenforceable or deleted provision(s) with valid provision(s), the economic effect of which comes as close as legally possible to that of the invalid, illegal, unenforceable or deleted provision(s).

- 1.8 No waiver by any Party of any default of the other Party under this Agreement shall operate as a waiver of any future default, whether of a like or different character.

2.0 **Definitions**

When used in this Agreement, each of the following terms shall have the respective meanings, unless the context requires otherwise.

- 2.1. "Knowledge and information" is defined as research and development information, unpatented inventions, trade secrets, know-how, confidential and non-confidential information, designs, drawings, process diagrams, technical data, testing data and results, manufacturing data, commercial information, marketing information, implementation knowledge, process data and quality data. Moreover, "knowledge and information" is defined as including both tangible and intangible items.
- 2.2. "VdH processes" is defined as various iron-plating processes and techniques, including but not limited to the process referred to by VdH as the "CL2000" process.
- 2.3. "Effective date" is defined as the date on which this agreement is made, as mentioned in the opening paragraph.
- 2.4. "Intellectual property" is defined as rights in any domestic or foreign patents and patent applications, trade secrets, confidential information, copyrights, trademarks and/or unpatented inventions.

3.0 **Representations and Warrants**

- 3.1. VdH represents and warrants that it is the sole and current assignee of all rights to U.S. Patent No. 6,342,147 (hereinafter "the '147 patent"), which was issued to Charles F. Lowrie on January 29, 2002, and that it has the right to assign such rights to CC.
- 3.2. Messrs. Reed and Lowrie represent and warrant that they are each duly authorized representatives of VdH who are authorized by VdH to effectuate this Agreement and the terms and conditions herein. Specifically, Mr. Reed represents and warrants that he is, in fact, President of VdH and a Director of VdH, and Mr. Lowrie represents and warrants

that he is, in fact, Secretary and a Director of VdH. Moreover, Messrs. Reed and Lowrie represent and warrant that this transaction has been duly authorized by all necessary corporate actions of VdH, including but not limited to any appropriate resolution of the Board of Directors and written approval of the Shareholders of VdH.

- 3.3 VdH and Messrs. Reed and Lowrie represent and warrant, to the best of their knowledge, that the VdH processes do not infringe upon the intellectual property rights of any third parties and that no third party has asserted or presented an allegation of infringement related to the VdH processes.

4.0 **Transfer of IP**

- 4.1 VdH and Messrs. Reed and Lowrie agree to transfer and/or assign all of their respective intellectual property rights relating to the VdH processes to CC within twelve (12) months from the effective date of this Agreement, unless different timeframes for such transfer or assignment are provided herein below.
- 4.2 VdH agrees to assign all of its rights in the '147 patent and in any other patents or patent applications relating to the VdH processes, in the U.S. or any foreign jurisdictions, to CC within fifteen (15) days from the effective date of this Agreement.
- 4.3 VdH agrees to transfer all of its rights in any trademarks related to the VdH processes, including but not limited to the "CL2000" mark, to CC within six (6) months of the effective date this Agreement.
- 4.4 VdH agrees to promptly disclose and deliver to CC all knowledge and information that is in tangible form and related to the VdH processes, and will cooperate with CC to promptly transfer know-how and other intangible information and knowledge to CC. VdH agrees that this transfer of knowledge and information, whether the knowledge and information is in tangible form or intangible in nature, regarding the VdH processes gives CC the exclusive, world-wide right to use this knowledge and information regarding the VdH processes for any purpose whatsoever, including but not limited to the right to file patent applications and the right to license such knowledge and information to third parties.
- 4.5 VdH agrees to transfer to CC all marketing and commercial information, including but not limited to customer lists, related to the VdH processes within six (6) months from the effective date of this Agreement.

5.0 Additional Terms and Conditions

- 5.1. VdH and Messrs. Reed and Lowrie agree to keep secret and confidential all proprietary knowledge and information related to the VdH processes. Additionally, VdH and Messrs. Reed and Lowrie agree to maintain the secrecy and confidentiality of any confidential information of CC learned through their cooperation with CC under this Agreement.
- 5.2. VdH and Messrs. Reed and Lowrie agree to cooperate in good faith with CC to enable CC to use the knowledge and information related to the VdH processes and to implement the VdH processes. This cooperation includes but is not limited to reasonable training of CC personnel, demonstration of the VdH processes to CC personnel, providing know-how and show-how to facilitate CC's implementation of the VdH processes and providing reasonable assistance with the protection of any intellectual property rights CC may obtain via this Agreement.
- 5.3. VdH and Messrs. James Reed and Charles F. Lowrie as individuals agree not to engage in or contribute knowledge to any employment, work, business or endeavor that is competitive with a process, apparatus or service of CC for a period of five (5) years from the effective date of this Agreement.
- 5.4. For a period of twelve (12) months from the effective date of this Agreement, CC will grant VdH, on a case by case basis, the right to complete existing commitments or orders relating to the VdH processes that were made prior to the effective date of this Agreement. However, VdH will not take any new orders or commit to any new work with or for third parties without the written consent of CC. VdH agrees to indemnify CC against any liability arising from VdH's use of such knowledge and information.

6.0 Consideration

In consideration for the foregoing, CC will submit payment to VdH and Messrs. Reed and Lowrie in accordance with the following terms and conditions.

- 6.1. CC will submit a one-time payment of \$400,000.00 (four-hundred thousand US dollars) to VdH upon execution of this Agreement by all Parties, and upon receipt of proof of VdH's possession of a performance bond conforming to the requirements of § 5.5 of this Agreement.
- 6.2. Subsequent to this initial payment of \$400,000.00 (four-hundred thousand US dollars), CC will submit a one-time payment of

\$175,000.00 (one-hundred seventy-five thousand US dollars) to VdH within forty-five (45) days CC's successful implementation of all of the VdH processes to commercial productive standards

- 6.3. Subsequent to the submission of the aforementioned \$175,000.00 (one-hundred seventy-five thousand US dollars) payment to VdH, CC will also submit a one-time payment of \$175,000.00 (one-hundred seventy-five thousand US dollars) to VdH within forty-five (45) days of the sixth month anniversary of CC's shipment of a CC product produced via the VdH processes to a third party.
- 6.4. Messrs. Reed and Lowrie will each receive payment of \$1.00 (one US dollar), the receipt and sufficiency of which is acknowledge by their personal and individual execution of this Agreement.
- 6.5. For consulting services provided on CC premises by Messrs. Reed and Lowrie, or any employee of VdH knowledgeable of the VdH Processes, CC shall pay to VdH \$200 per day per individual consultant plus reasonable travel and living expenses.

7.0. **Events of Default**

- 7.1. It is an event of default if a Party breaches any condition, covenant, or obligation imposed on it by this Agreement.
- 7.2. It is an event of default if any of the material terms or provisions of this Agreement at any time or for any reason should cease to be in full force and effect.
- 7.3. It is an event of default if any representation by either Party herein is breached or is false or misleading in any material respect.
- 7.4. It is an event of default if VdH breaches any of the covenants relating to the confidentiality and secrecy of any proprietary knowledge and information regarding the VdH processes.

8.0. **Right to Terminate**

- 8.1. If an event of default occurs, the non-defaulting party shall give notice of such default to the defaulting party as soon as practicable after the default is discovered.
- 8.2. The non-defaulting party may elect, at its option, to terminate this Agreement.

8.3. If VdH or Messrs. Reed or Lowrie breaches this Agreement or is in default subsequent to execution of this Agreement, CC may elect, at its option, to terminate the Agreement but retain its rights in the '147 patent as well as all of its rights in all other intellectual property transferred or assigned to or subject to an obligation of transference or assignment to CC, with VdH retaining the initial payment of \$400,000.00 but forfeiting any rights to additional payments, and with Messrs. Reed and Lowrie each retaining their payment of \$1.00. The Parties agree that this paragraph does not restrict or alter the remainder of the Parties' respective rights under this Agreement.

9.0. **Continuance of Obligations**

Termination of this Agreement pursuant to an event of default, as outlined above, or for any other reason, will not terminate the obligations of any Party related to confidentiality or secrecy requirements.

10.0. **Warranty Disclaimer**

The Parties agree that CC shall not be liable to VdH or Messrs. Reed and Lowrie for any indirect or consequential damages (whether or not foreseeable by either Party as of the effective date of this Agreement), including but not limited to loss of profits or business interruption.

11.0. **Official Notices**

Any written notices required by this Agreement shall be effective when received and may be made by registered mail or Express Mail via the U.S. Postal Service, postage prepaid.

11.1 **Notice to CC**

Cooper Cameron Corporation
Attn: Patent Services
PO Box 1212
Houston, TX 77251

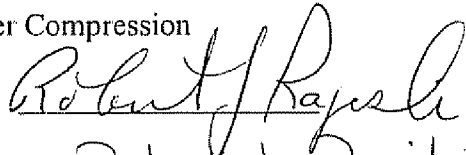
11.2. **Notice to VdH and Messrs. Reed and Lowrie**

Van der Horst USA Corporation
419 E. Grove St.
Terrell, TX 75160

12.0. Execution

The foregoing is accepted and agreed to.

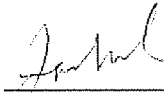
Cooper Compression



By: Robert J. Rafaski

Title: President Cooper Compression

The Van der Horst USA Corporation

By: 


Name: James W. Reed

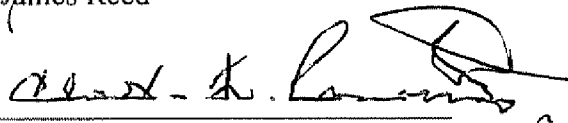
Title: President

By: 

Name: Charles F. Lowrie

Title: Secretary


Mr. James Reed


Charles F. Lowrie