

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2966596

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SHALE OIL AND GAS TECHNOLOGIES LTD.	07/31/2014
MIDSTREAM EQUIPMENT FABRICATION LLC	08/01/2014
RECEIVING PARTY DATA	
Name:	WESTERMAN, INC.
Street Address:	200 OLD WILSON BRIDGE ROAD
City:	COLUMBUS
State/Country:	OHIO
Postal Code:	43085
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	8465572
Patent Number:	8470080
CORRESPONDENCE DATA	
Fax Number:	(202)467-8900
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	202-467-8800
Email:	patlaw@vorys.com
Correspondent Name:	VORYS, SATER, SEYMOUR AND PEASE LLP
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Address Line 4:	WASHINGTON, D.C. 20006-1152
ATTORNEY DOCKET NUMBER:	017348.000487
NAME OF SUBMITTER:	ARI G. ZYT CER
SIGNATURE:	/Ari G. Zytcer/
DATE SIGNED:	08/04/2014
Total Attachments: 6	
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ASSIGNMENT

THIS ASSIGNMENT is being made pursuant, and in relation, to the ASSET PURCHASE AGREEMENT by and between WESTERMAN, INC. and MIDSTREAM EQUIPMENT FABRICATION LLC being executed on August 1, 2014 (the "MEF ASSET PURCHASE AGREEMENT"). All capitalized terms not expressly defined in this ASSIGNMENT shall have the meanings ascribed to such terms in the MEF ASSET PURCHASE AGREEMENT.

WHEREAS, SHALE OIL AND GAS TECHNOLOGIES LTD., an Oklahoma limited liability company having a mailing address of P.O. Box 330297, Tulsa, OK 74133, hereinafter referred to as the ASSIGNOR, is the owner of 75% of the right, title and interest in and to certain new and useful invention(s), and improvements thereof, and in, to and under the following Letters Patent of the United States:

- (1) U.S. Patent No. 8,465,572, issued on June 18, 2013 having the title Horizontal Heater Treater; and
- (2) U.S. Patent No. 8,470,080, issued on June 25, 2013 having the title High Pressure Separator.

WHEREAS, WESTERMAN, INC., a corporation organized and existing under the laws of the state of Ohio, whose business address is 200 Old Wilson Bridge Road, Columbus, OH 43085, hereinafter referred to as the ASSIGNEE, desires to acquire ASSIGNOR's 75% right, title and interest for the United States and elsewhere throughout the world in and to said new and useful invention(s), and improvements thereof, and in, to and under the Letters Patent of the United States as described above, its territorial possessions, and any and all foreign countries which may be, or have been, granted therefor, and any and all reissues of the Letters Patent of the United States as described above, including the subject matter of any and all claims which may be obtained in every such patent, the same to be held and enjoyed by the ASSIGNEE for its own use and benefit, and for the use and benefit of its successors, assigns, or other legal representatives, to the end of the term or terms for which the Letters Patent of the United States, its territorial possessions and foreign countries are or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this assignment and sale had not been made; and

WHEREAS, ASSIGNEE desires to acquire ASSIGNOR's entire (100%) right, title and interest in, to and under that certain License Agreement, dated January 1, 2012, between ASSIGNOR and EOG Resources, Inc. (the "EOG RESOURCES LICENSE AGREEMENT");

NOW, THEREFORE, for and in consideration of the sum of One Million Six Hundred Sixty-Six Thousand Six Hundred Sixty-Seven Dollars (\$1,666,667), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby assigns, sells and transfers to said ASSIGNEE, its successors, assigns and legal representatives, ASSIGNOR's 75% right, title and interest for the United States and elsewhere throughout the world, in and to said inventions and Letters Patent of the United States as detailed above,

including any and all divisions and continuations thereof, all rights of priority under the terms of the International Convention for the Protection of Industrial Property, and any and all Letters Patent which may be, or have been, granted thereon, including any and all renewals, reissues, reexaminations and prolongations thereof, with all the rights, powers, privileges, and advantages in any way arising from or pertaining thereto, for and during the term or terms of any and all such Letters Patent when granted, including any and all renewals, reissues, reexaminations and prolongations thereof (i.e., the "ASSIGNED RIGHTS"), for the use and benefit of said ASSIGNEE and its successors, assigns and legal representatives, in as ample and as beneficial a manner for all intents and purposes as said ASSIGNOR might or could have held and enjoyed the same had this assignment not been made.

ASSIGNOR further hereby covenants and agrees that ASSIGNOR will, at any time, upon request, execute and deliver any and all papers that may be necessary or desirable to perfect 75% ownership in the right, title and interest in such inventions, and to the Letters Patent of the United States as detailed above, or additional Letters Patent as may be, or have been, granted for such inventions in the United States and elsewhere throughout the world, in the ASSIGNEE, its successors, assigns, or other legal representatives, and that if the ASSIGNEE, its successors, assigns, or other legal representatives shall desire to file any divisional or continuation application, or to secure a reissue of the Letters Patent in the United States as detailed above and elsewhere throughout the world, or to file a disclaimer relating thereto, will, upon request, sign all papers, make all rightful oaths, and do all reasonable acts requisite for the filing of such divisional or continuation application, or such application for reissue and procuring thereof, and for the filing of such disclaimers at the expense of the ASSIGNEE, its successors, assigns or other legal representatives.

ASSIGNOR further covenants and agrees, that ASSIGNOR will, at any time, upon request, communicate to the ASSIGNEE, its successors, assigns, or other legal representatives such facts relating to such inventions and Letters Patent of the United States as detailed above or the history thereof, as may be known to ASSIGNOR, and testify as to the same in any interference or other litigation in the United States and elsewhere throughout the world, when reasonably requested to do so at the expense of the ASSIGNEE, its successors, assigns or other legal representatives.

ASSIGNOR authorizes and requests the Commissioner of Patents to issue a Letters Patent on any and all divisional, reissue, reexamination and continuation applications, to said ASSIGNEE, its successors, assigns and legal representatives, in accordance herewith at the expense of the ASSIGNEE, its successors, assigns or other legal representatives.

ASSIGNOR hereby represents that ASSIGNOR has all right, title and interest in and to the ASSIGNED RIGHTS and the full right to convey the right, title, and interest in the ASSIGNED RIGHTS assigned by this ASSIGNMENT.

ASSIGNOR hereby represents that ASSIGNOR has not made, and covenants with ASSIGNEE, its successors, assigns, and transferees that ASSIGNOR will not hereafter make, any assignment, grants, mortgages, licenses, or other agreements affecting the right, title, and interest in the ASSIGNED RIGHTS.

ASSIGNOR hereby represents that the ASSIGNED RIGHTS are not subject to any outstanding Order and that no action, suit, proceeding, hearing, investigation, charge or written complaint, claim or demand is pending or, to the Knowledge of ASSIGNOR, is threatened which challenges the legality, validity, enforceability, use or ownership of such ASSIGNED RIGHTS.

ASSIGNOR hereby further represents that ASSIGNOR has not agreed to indemnify any Person for or against any interference, infringement, misappropriation or other conflict with respect to such ASSIGNED RIGHTS.

ASSIGNOR hereby represents that to the Knowledge of ASSIGNOR the ASSIGNED RIGHTS are not subject to any maintenance fees, taxes, or actions falling due within ninety (90) days after the execution of this ASSIGNMENT.

ASSIGNOR hereby represents that all ASSIGNED RIGHTS are free and clear of all and any pledge, lien, collateral assignment, security interest, mortgage, title retention, conditional sale, or other security arrangement, or any charge, restriction, license, assignment, adverse claim of title, ownership, or right to use, or any other Encumbrance of any kind whatsoever, with the exception that ASSIGNOR acknowledges the EOG RESOURCES LICENSE AGREEMENT, all right, title and interest in, to and under which are hereby transferred by ASSIGNOR to ASSIGNEE.

ASSIGNOR hereby represents that, to the Knowledge of ASSIGNOR: (i) the EOG RESOURCES LICENSE AGREEMENT is legal, valid, binding, enforceable, and in full force and effect in all material respects; (ii) no event has occurred that with notice or lapse of time or both would constitute a material Breach or default or permit termination, material modification, or acceleration thereunder; (iii) no party to the EOG RESOURCES LICENSE AGREEMENT has repudiated any material provision thereof; (iv) no consent, approval or authorization, or registration, qualification or filing is required to be obtained from or made to any other person by ASSIGNOR in connection with the transfer of the EOG RESOURCES LICENSE AGREEMENT; and (v) ASSIGNOR has the full right to convey the right, title and interest in the EOG RESOURCES LICENSE AGREEMENT assigned by this ASSIGNMENT.

SHALE OIL AND GAS TECHNOLOGIES LTD.

By:

Name: Will D. Ball IV
Title: Managing Member

Date

By:

Lester J. Broussard
Name: Lester J. Broussard
Title: Managing Member

07/31/14
Date

By:

Lucas Broussard
Name: Lucas Broussard
Title: Managing Member

07/31/14
Date

SHALE OIL AND GAS TECHNOLOGIES LTD.



By: _____

Name: Will D. Ball IV
Title: Managing Member

**BILL
BALL**

Digitally signed by BILL BALL
DN: cn=BILL BALL, o=HIGH-
TECH CONSULTANTS, INC.,
ou=EXECUTIVE UNIT,
email=biliball@hightechcons
ultants.net, c=US
Date: 2014.07.31 17:47:35
-05'00'

JULY 31, 2014 @ 6:00 PM

Date

By: _____

Name: Lester J. Broussard
Title: Managing Member

Date

By: _____

Name: Lucas Broussard
Title: Managing Member

Date

ASSIGNMENT

THIS ASSIGNMENT is being made pursuant, and in relation, to the ASSET PURCHASE AGREEMENT by and between WESTERMAN, INC. and MIDSTREAM EQUIPMENT FABRICATION LLC being executed on August 1, 2014 (the "MEF ASSET PURCHASE AGREEMENT"). All capitalized terms not expressly defined in this ASSIGNMENT shall have the meanings ascribed to such terms in the MEF ASSET PURCHASE AGREEMENT.

WHEREAS, MIDSTREAM EQUIPMENT FABRICATION LLC, an Oklahoma limited liability company having a mailing address of P.O. Box 188, Skiatook, OK 74070, hereinafter referred to as the ASSIGNOR, is the owner of 25% of the right, title and interest in and to certain new and useful invention(s), and improvements thereof, and in, to and under the following Letters Patent of the United States:

- (1) U.S. Patent No. 8,465,572, issued on June 18, 2013 having the title Horizontal Heater Treater;
- (2) U.S. Patent No. 8,470,080, issued on June 25, 2013 having the title High Pressure Separator.

WHEREAS, WESTERMAN, INC., a corporation organized and existing under the laws of the state of Ohio, whose business address is 200 Old Wilson Bridge Road, Columbus, OH 43085, hereinafter referred to as the ASSIGNEE, desires to acquire ASSIGNOR's 25% right, title and interest for the United States and elsewhere throughout the world in and to said new and useful invention(s), and improvements thereof, and in, to and under the Letters Patent of the United States as detailed above, its territorial possessions, and any and all foreign countries which may be, or have been, granted therefor, and any and all reissues of the Letters Patent of the United States as detailed above, including the subject matter of any and all claims which may be obtained in every such patent, the same to be held and enjoyed by the ASSIGNEE for its own use and benefit, and for the use and benefit of its successors, assigns, or other legal representatives, to the end of the term or terms for which the Letters Patent of the United States, its territorial possessions and foreign countries are or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this assignment and sale had not been made.

NOW, THEREFORE, for and in consideration of the sum of Five Dollars (\$5.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby assigns, sells and transfers to said ASSIGNEE, its successors, assigns and legal representatives, ASSIGNOR's 25% right, title and interest for the United States and elsewhere throughout the world, in and to said inventions and Letters Patent of the United States as detailed above, including any and all divisions and continuations thereof, all rights of priority under the terms of the International Convention for the Protection of Industrial Property, and any and all Letters Patent which may be, or have been, granted thereon, including any and all renewals, reissues, reexaminations and prolongations thereof, with all the rights,

powers, privileges, and advantages in any way arising from or pertaining thereto, for and during the term or terms of any and all such Letters Patent when granted, including any and all renewals, reissues, reexaminations and prolongations thereof (i.e., the "ASSIGNED RIGHTS"), for the use and benefit of said ASSIGNEE and its successors, assigns and legal representatives, in as ample and as beneficial a manner for all intents and purposes as said ASSIGNOR might or could have held and enjoyed the same had this assignment not been made.

ASSIGNOR further hereby covenants and agrees that ASSIGNOR will, at any time, upon request, execute and deliver any and all papers that may be necessary or desirable to perfect 25% ownership in the right, title and interest in such inventions, and to the Letters Patent of the United States as detailed above, or additional Letters Patent as may be, or have been, granted for such inventions in the United States and elsewhere throughout the world, in the ASSIGNEE, its successors, assigns, or other legal representatives, and that if the ASSIGNEE, its successors, assigns, or other legal representatives shall desire to file any divisional or continuation application, or to secure a reissue of the Letters Patent in the United States as detailed above and elsewhere throughout the world, or to file a disclaimer relating thereto, will, upon request, sign all papers, make all rightful oaths, and do all reasonable acts requisite for the filing of such divisional or continuation application, or such application for reissue and procuring thereof, and for the filing of such disclaimers at the expense of the ASSIGNEE, its successors, assigns or other legal representatives.

ASSIGNOR further covenants and agrees, that ASSIGNOR will, at any time, upon request, communicate to the ASSIGNEE, its successors, assigns, or other legal representatives such facts relating to such inventions and Letters Patent of the United States as detailed above or the history thereof, as may be known to ASSIGNOR, and testify as to the same in any interference or other litigation in the United States and elsewhere throughout the world, when reasonably requested to do so at the expense of the ASSIGNEE, its successors, assigns or other legal representatives.

ASSIGNOR authorizes and requests the Commissioner of Patents to issue a Letters Patent on any and all divisional, reissue, reexamination and continuation applications, to said ASSIGNEE, its successors, assigns and legal representatives, in accordance herewith at the expense of the ASSIGNEE, its successors, assigns or other legal representatives.

MIDSTREAM EQUIPMENT FABRICATION LLC

By:

Name:

Jimmy L. Easton

Date

8/1/14

Title:

MANAGER