

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3020067

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SHAREWELL ENERGY SERVICES LLC	05/16/2014
RECEIVING PARTY DATA	
Name:	GE ENERGY OIL FIELD TECHNOLOGY INC.
Street Address:	4424 W. SAM HOUSTON PARKWAY N.
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77041
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13858690
CORRESPONDENCE DATA	
Fax Number:	(203)944-6712
<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>	
Email:	donna.schwartz@ge.com
Correspondent Name:	DJ SCHWARTZ
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Address Line 2:	SUITE 648
Address Line 4:	SHELTON, CONNECTICUT 06784
ATTORNEY DOCKET NUMBER:	13/858690
NAME OF SUBMITTER:	JOANNA M. DOMBROWSKI
SIGNATURE:	/Joanna M. Dombrowski/
DATE SIGNED:	09/12/2014
Total Attachments: 6	
source=Sharewell Tech to GE - Patent Assignment #page1.tif	
source=Sharewell Tech to GE - Patent Assignment #page2.tif	
source=Sharewell Tech to GE - Patent Assignment #page3.tif	
source=Sharewell Tech to GE - Patent Assignment #page4.tif	
source=Sharewell Tech to GE - Patent Assignment #page5.tif	
source=Sharewell Tech to GE - Patent Assignment #page6.tif	

PATENT ASSIGNMENT

This Patent Assignment is made and entered into this 16th day of May, 2014 by and between Sharewell Energy Services, LLC, a Texas limited liability company, having a place of business at 12200 Sommermeyer St., Houston, Texas 77041 (“Assignor”) and GE Energy Oil Field Technology, Inc., a Louisiana corporation, having a place of business at 4424 W Sam Houston Parkway N., Houston, TX 77041 (“Assignee”).

WHEREAS, Sharewell Holdings LLC (“Company”) and Assignee have entered into an Asset Purchase Agreement for the purchase of certain Assets (the “Acquisition Agreement”). Capitalized terms used herein but not defined otherwise shall have the meaning ascribed to such terms in the Acquisition Agreement;

WHEREAS, Assignor is an Affiliate of Company;

WHEREAS, Assignor is the owner of the inventions and U.S. patents and patent applications set forth on Schedule A and the inventions and foreign patents and patent applications set forth on Schedule B attached hereto (collectively, the “Patents”);

WHEREAS, Assignee desires to purchase all of Assignor’s right, title and interest in and to the Patents; and

WHEREAS, the execution and delivery of this Patent Assignment is a condition to Closing.

NOW THEREFORE, for the consideration stated in the Acquisition Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Effective upon the Closing, Assignor hereby assigns to Assignee: (i) all of Assignor’s right, title and interest in and to the Patents, including any and all rights therein provided by international conventions and treaties, (ii) any and all legal actions and rights and remedies at law or in equity for past, present and future infringements, misappropriations, or other violations of the Patents, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith, and (iii) any and all income, royalties, damages, and payments now or hereafter due or payable with respect to the Patents and all causes of action (either in law or in equity) relating thereto, for Assignee’s own use and enjoyment and for the use and enjoyment of Assignee’s successors, assigns, or other legal representatives as fully and entirely as the same would have been enjoyed by Assignor if this Assignment had not been made (together, the “Assigned Rights”).

2. Assignor hereby covenants that Assignor shall, at the cost and expense of Assignee, take all actions and execute all documents necessary or desirable to perfect the interest of Assignee in and to the Assigned Rights, and shall not enter into any agreement in conflict with this Patent Assignment.

3. This Patent Assignment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Patent Assignment by electronic mail or facsimile shall be as effective as delivery of a manually executed counterpart of this Patent Assignment.

4. No provision of this Patent Assignment may be amended or modified except by a written instrument signed by the parties hereto.

5. This Patent Assignment shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Texas without regard to choice of law principles. In the event of any dispute or disagreement between Assignor and Assignee arising out of or in connection with the interpretation or enforcement of the provisions of this Patent Assignment, the Parties hereby (i) irrevocably submit to the jurisdiction of the courts of the State of Texas and the Federal courts of the United States of America located in Harris County, Texas; and (ii) waive, and agree not to assert, as a defense that it is not subject to personal jurisdiction in said courts or that the venue thereof may not be appropriate.

IN WITNESS WHEREOF, the parties have caused this Patent Assignment to be executed as of the date first written above by its duly authorized officer.

ASSIGNOR

Sharewell Energy Services, LLC

By: C. S. MacDonald
Name: C. S. MACDONALD
Title: CEO

ASSIGNEE

GE Energy Oil Field Technology, Inc.

By: _____
Name: _____
Title: _____

**SIGNATURE PAGE TO THE
INSTRUMENT OF ASSIGNMENT – PATENTS (SHAREWELL ENERGY SERVICES)**

**PATENT
REEL: 033728 FRAME: 0275**

IN WITNESS WHEREOF, the parties have caused this Patent Assignment to be executed as of the date first written above by its duly authorized officer.

ASSIGNOR

Sharewell Energy Services, LLC

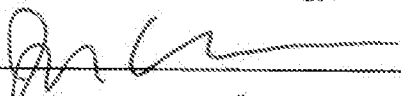
By: _____

Name: _____

Title: _____

ASSIGNEE

GE Energy Oil Field Technology, Inc.

By: 

Name: JOSHUA CHAMBERS

Title: DRELLING MEASUREMENTS
GENERAL MANAGER

**SIGNATURE PAGE TO THE
INSTRUMENT OF ASSIGNMENT – PATENTS (SHAREWELL ENERGY SERVICES)**

**PATENT
REEL: 033728 FRAME: 0276**

SCHEDULE A

U.S. Patents and Patent Applications

Country	Title	Patent No. or Application No.	Status	Owner
USA	U.S. Utility App "Isolation Ring on Gap Sub"	13/858,690	Pending	Sharewell Energy Services, LLC
USA	U.S. Provisional App "Isolation Ring on Gap Sub"	61/683,271	Expired	Sharewell Energy Services, LLC
USA	U.S. Provisional App "Isolation Ring on Gap Sub"	61/781,617	Pending	Sharewell Energy Services, LLC
USA	U.S. Utility App "Composite Isolation Joint for Gap Sub or Internal Gap"	14/169,399	Pending	Sharewell Energy Services, LLC
USA	PCT App "Composite Isolation Joint for Gap Sub or Internal Gap"	PCT/US14/14057	Pending	Sharewell Energy Services, LLC
USA	U.S. Provisional App "Composite Isolation Join on Gap Sub"	61/781,821	Pending	Sharewell Energy Services, LLC
USA	U.S. Utility App "Orienting Hanger Assembly for Deploying MWD Tools"	14/271,052	Pending	Sharewell Energy Services, LLC
USA	U.S. Utility App "Method for Aligning MWD Tools Using Orienting Hanger Assembly"	14/271,059	Pending	Sharewell Energy Services, LLC
USA	PCT App "Isolation Ring on Gap Sub"	PCT/US13/52928	Pending	Sharewell Energy Services, LLC

SCHEDULE B

Foreign Patents and Patent Applications

Country	Title	Application No.	Status	Owner
PCT	PCT App "Orienting Hanger Assembly for Deploying MWD Tools"	PCT/US14/37002	Pending	Sharewell Energy Services, LLC