

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3150898

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CALVIN N. WHITE	12/03/2014
RECEIVING PARTY DATA	
Name:	WHITE'S EQUIPMENT RENTAL, LLC
Street Address:	9 NORTH LIBERTY STREET
City:	MIDDLEBURG
State/Country:	VIRGINIA
Postal Code:	20118
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13688957
CORRESPONDENCE DATA	
Fax Number:	(617)523-1231
<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:	617-570-1000
Email:	mbreault@goodwinprocter.com, patentBOS@goodwinprocter.com
Correspondent Name:	GOODWIN PROCTER-PATENT ADMINISTRATOR
Address Line 1:	53 STATE STREET
Address Line 4:	BOSTON, MASSACHUSETTS 02109
NAME OF SUBMITTER:	JOEL E. LEHRER
SIGNATURE:	/JOEL E. LEHRER/
DATE SIGNED:	12/17/2014
Total Attachments: 4	
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PATENT RIGHTS ASSIGNMENT

This Patent Rights Assignment (this "Assignment") is made effective this 3rd day of December, 2014, by and between **Calvin N. White**, an individual ("Assignor") and **White's Equipment Rental, LLC**, an Oklahoma limited liability company ("Assignee").

WHEREAS, Assignor possesses certain rights in and to U.S. Patent Application Serial Number 13/688,957, entitled Apparatus for Separating Spent Drilling Materials (and all patents issuing on such application) (the "Patent Rights") and the invention(s) described and/or claimed in the Patent Rights (the "Inventions"); and

WHEREAS, Assignor and Assignee are parties to that certain Merger, Contribution and Sale Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which, among other things, (i) White's Welding, Inc. merged with and into WER Merger Sub, LLC ("Merger Sub"), and Merger Sub became the surviving entity named "White's Equipment Rental, LLC"; (ii) the Assignor's indirect equity interests in the Assignee were exchanged for indirect interests in WE Rental Holdings, Inc.; and (iii) Assignor agreed to assign the Inventions and Patent Rights pursuant to this Assignment, all on the terms set forth therein; and

WHEREAS, Assignor and Assignee are parties to that certain Exclusive Patent License Agreement dated August 2014 (the "License Agreement"), pursuant to which Assignor granted to Assignee certain rights under the Licensed Patent (as defined in the License Agreement), which is, as of the effective date of this Assignment, terminated, and immediately superseded and replaced by this Assignment; and

WHEREAS, Assignor now wishes to assign the Inventions and Patent Rights to Assignee, and Assignee desires to acquire the Inventions and Patent Rights from Assignor; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under the Purchase Agreement.

NOW, THEREFORE, in consideration of at least U.S. \$1 the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns, and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Inventions, together with Assignor's entire right, title and interest in and to the Patent Rights and such other patents as may issue thereon or claim priority under United States law or international convention, including but not limited to non-provisionals, continuations, divisionals, reissues, reexaminations, reviews, extensions, and substitutions of patents and patent applications within the Patent Rights or such other patents, and any right, title and interest Assignor may have in applications to which the Patent Rights claim priority; the Inventions and the Patent Rights to be held and enjoyed by Assignee for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said patents may be granted as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made; and Assignor hereby conveys all of its rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any

such applications for patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment. Assignor hereby acknowledges that this assignment, being of Assignor's entire right, title and interest in and to the Inventions and the Patent Rights carries with it the right in Assignee to apply for and obtain from competent authorities in all countries of the world any and all patents by attorneys and agents of Assignee's selection and the right to procure the grant of all patents to Assignee in its own name as assignee of Assignor's entire right, title and interest therein.

Assignor hereby further agrees for itself and its successors, assigns, agents, and legal representatives to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the Patent Rights to Assignee, its successors, assigns, and legal representatives, as well as to third parties at the request of Assignee including the execution of documents (including, without limitation, petitions, specifications, oaths, assignments, disclaimers, declarations and affidavits) relating to non-provisional, substitution, continuation, divisional, reissue, reexamination, or corresponding foreign or international patent applications within the Patent Rights, as requested by Assignee, and generally do everything possible to aid Assignee, its successors, assigns and legal representatives to obtain, record, maintain, and enforce full protection for the Inventions in all countries, but in each instance at Assignee's reasonable expense.

Assignor hereby further agrees to provide documentary evidence and statements or testimony in any interference, opposition, re-examination, reissue or other proceeding in which any of the Patent Rights may be involved.

Assignor hereby warrants that it has not knowingly conveyed to others any rights in the Patent Rights or the Inventions or any license to use the same or to make, use or sell anything embodying or utilizing any of the Inventions, and that it has good right to assign the Inventions and the Patent Rights without encumbrance.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered officials of all other governments whose duty it is to record patents, applications and title thereto, to record the Patent Rights and title thereto as the property of Assignee, its successors, assigns, or legal representatives in accordance with the terms of this instrument.

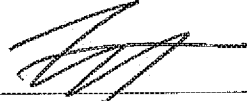
Assignor does hereby further authorize and request the Director of the United States Patent and Trademark Office and the empowered officials of all other governments to issue such Patent Rights or patents as shall be granted upon the Patent Rights, or applications based thereon, to Assignee, its successors, assigns, or legal representatives.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

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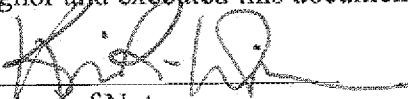
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

ASSIGNOR:



CALVIN N. WHITE

On this ____ day of Dec., 2014, before me, the undersigned Notary Public, personally appeared Calvin White, proved to me through satisfactory evidence of identification, which was/were 3d, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.


Signature of Notary

My Commission Expires: 7/21/16

(Seal)



KEVIN R. WISNER
PAYNE COUNTY
Notary Public in and for
State of Oklahoma
Commission # 04006512
Expires: 07/21/2016

ASSIGNEE:

WHITE'S EQUIPMENT RENTAL, LLC

By: White's Holdings, LLC, its Manager

By: _____
Name: J. Bradley Davis
Title: Vice President

On this ____ day of _____, 2014, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

Signature of Notary

My Commission Expires: _____

(Seal)

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

ASSIGNOR:

CALVIN N. WHITE

On this ____ day of _____, 2014, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

(Seal)

Signature of Notary

My Commission Expires: _____

ASSIGNEE:

WHITE'S EQUIPMENT RENTAL, LLC

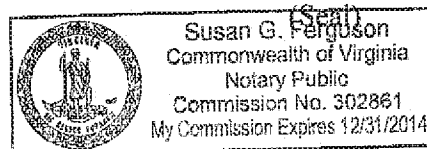
By: White's Holdings, LLC, its Manager

By: *J. Bradley Davis*
Name: J. Bradley Davis
Title: Vice President

On this 28th day of November, 2014, before me, the undersigned Notary Public, personally appeared J. Bradley Davis, proved to me through satisfactory evidence of identification, which was/were driver's license, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

Susan G. Ferguson
Signature of Notary

My Commission Expires: 12-31-14



[Signature Page to Patent Rights Assignment]