

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3175518

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
THEODORE J. THOMPSON	12/09/2014
FREDA A. THOMPSON	12/09/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	PANEX CORPORATION
<b>Street Address:</b>	12950 SOUTH KIRKWOOD ROAD, SUITE 160
<b>City:</b>	STAFFORD
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77477-3863
<b>Name:</b>	LEROY C. DELATORRE
<b>Street Address:</b>	2219 COUNTRY CLUB BOULEVARD
<b>City:</b>	SUGAR LAND
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77478
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	5457988
Patent Number:	5455573
Patent Number:	5463903
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(405)228-7306
<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>	
<b>Phone:</b>	405 552-2306
<b>Email:</b>	anthony.rahhal@mcafeetaft.com
<b>Correspondent Name:</b>	ANTHONY L. RAHHAL
<b>Address Line 1:</b>	211 NORTH ROBINSON
<b>Address Line 2:</b>	TENTH FLOOR, TWO LEADERSHIP SQUARE
<b>Address Line 4:</b>	OKLAHOMA CITY, OKLAHOMA 73102
<b>ATTORNEY DOCKET NUMBER:</b>	4321.13

<b>NAME OF SUBMITTER:</b>	ANTHONY L. RAHHAL
<b>SIGNATURE:</b>	/Anthony L. Rahhal/
<b>DATE SIGNED:</b>	01/08/2015
<b>Total Attachments: 27</b> source=release#page1.tif source=release#page2.tif source=release#page3.tif source=release#page4.tif source=release#page5.tif source=release#page6.tif source=release#page7.tif source=release#page8.tif source=release#page9.tif source=release#page10.tif source=release#page11.tif source=release#page12.tif source=release#page13.tif source=release#page14.tif source=release#page15.tif source=release#page16.tif source=release#page17.tif source=release#page18.tif source=release#page19.tif source=release#page20.tif source=release#page21.tif source=release#page22.tif source=release#page23.tif source=release#page24.tif source=release#page25.tif source=release#page26.tif source=release#page27.tif	

## RELEASE OF LIEN

**Date of Release:** December 9, 2014

**Holders of Lien and Collateral Patent Assignment:** Theodore J. Thompson and Freda A. Thompson.

**Holders' Mailing Address:** 4235 Star Vista Ct., Colorado Springs, Colorado 80906.

**Debtors:** Panex Corporation and Leroy C. Delatorre.

**Date of Lien:** The original judgment was executed on November 13, 2001 and was assigned to the current holders of the lien on May 28, 2002.

**Amount of Lien:** \$379,305.21 secured principal and \$275,199.41 secured interest.

**SouthTrust Bank Collateral Patent Assignment:** A Collateral Patent Assignment was made in favor of SouthTrust Bank on November 21<sup>st</sup> 2001 in the amount of 421,888.83 (the SouthTrust Collateral Patent Assignment).

**Thompson Collateral Patent Assignment:** A Collateral Patent Assignment to Theodore J. Thompson and Freda A. Thompson dated May 21, 2002 reflects an assignment of the SouthTrust Collateral Patent Assignment to Theodore J. Thompson and Freda A. Thompson (Thompson Assignment).

**The SouthTrust Collateral Patent Assignment, Thompson Assignment and Lien are described in the following documents, recorded in:**

1. The original judgment against Panex Corporation and Leroy C. Delatorre in favor of SouthTrust Bank was executed on November 13, 2001 and recorded in the 11<sup>th</sup> Judicial District Court of Harris County, Texas (Cause No. 2001-25642).
2. On May 28, 2002, the original judgment was assigned by SouthTrust Bank to the current holders of the lien in an Assignment of Judgment, recorded in the 11<sup>th</sup> Judicial District Court of Harris County, Texas (Cause No. 2001-25642).
3. The SouthTrust Collateral Patent Assignment is recorded in the United States Patent and Trademark Office at Reel 012211, Frames 0189-199.
4. The Thompson Assignment is recorded in the United States Patent and Trademark Office at Reel 13056, Frames 0911-0915).

The documents referred to above are attached as exhibits and incorporated by this reference herein.

**Lien attached to the following property:** The lien and Thompson Assignment attached to the property of Panex Corporation and Leroy C. Delatorre.

**Release.**

Theodore J. Thompson and Freda A. Thompson hereby warrant and represent that they are the holders of the lien and Thompson Assignment described above and that they have not transferred, sold, pledged as collateral, or hypothecated, to any individual or entity, or allowed or permitted any lien to be placed upon, the lien and Thompson Assignment described above.

Theodore J. Thompson and Freda A. Thompson further warrant and represent that other than the lien and Thompson Assignment described above, they do not hold any liens against Panex Corporation or Leroy C. Delatorre, or any of Panex Corporation or Leroy C. Delatorre's property, and that they have not transferred, sold, pledged as collateral, or hypothecated, to any individual or entity, or allowed or permitted any lien to be placed upon, any such liens.

Theodore J. Thompson and Freda A. Thompson release Panex Corporation and Leroy C. Delatorre and all of their property from any and all liens held by Theodore J. Thompson and/or Freda A. Thompson, without regard to how they were created or evidenced.

Theodore J. Thompson and Freda A. Thompson expressly waive and release all present and future rights to establish or enforce the Lien or the Thompson Assignment as a security for payment of any future or other indebtedness.

**Signatures.**

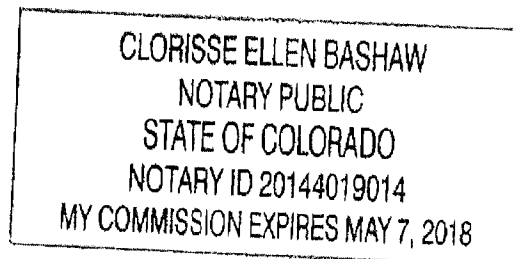
  
THEODORE J. THOMPSON

12-9-2014  
Date

  
FREDA A. THOMPSON


12-9-2014  
Date

STATE OF COLORADO §  
COUNTY OF El Paso §



This instrument was acknowledged before me on the 9 day of December, 2014 by Theodore J. Thompson.

[Seal]

  
[Notary's signature]

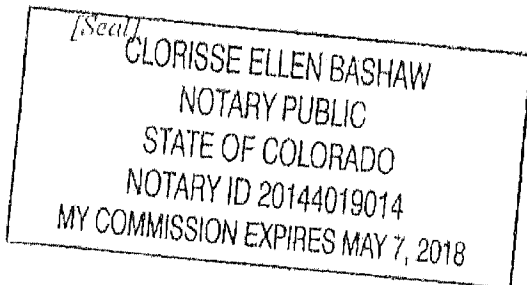
Clorisse Ellen Bashaw  
[Notary's printed name]

Notary Public in and for The State of Colorado

My Commission Expires: \_\_\_\_\_

STATE OF COLORADO §  
COUNTY OF El Paso §

This instrument was acknowledged before me on the 9 day of  
December, 2014 by Freda A. Thompson.



Clorisse Ellen Bashaw  
[Notary's signature]  
Clorisse Ellen Bashaw  
[Notary's printed name]

Notary Public in and for The State of Colorado

My Commission Expires: May 7, 2018

**AFTER RECORDING RETURN TO:**

Office of David O. Stevens, Esq.  
4544 Post Oak Place  
Suite 202  
Houston, TX 77027-3104  
Tel. (713) 621-1492  
Fax. (713) 552-1492

NO. 2001-25642

SOUTHTRUST BANK,  
Plaintiff

V.

PANEX CORPORATION AND  
LEROY C. DELATORRE,  
Defendants

§  
§  
§  
§  
§  
§  
§

IN THE DISTRICT COURT  
11<sup>th</sup> JUDICIAL DISTRICT  
OF HARRIS COUNTY, TEXAS

CLERK OF DISTRICT COURT  
HARRIS COUNTY, TEXAS  
01 SEP 10 PM 2:31

P2  
DC  
7

SUMMARY JUDGMENT

On the 13<sup>th</sup> day of November, 2001, came on to be heard the above-entitled and numbered matter where SouthTrust Bank is Plaintiff and Panex Corporation ("Panex") and Leroy C. Delatorre ("Delatorre"), are Defendants. The Court, after examining the pleadings and the summary judgment evidence, and hearing the arguments of counsel, is of the opinion and finds that upon good and sufficient evidence, Defendants are indebted to Plaintiff in the sum of \$442,468.11 with interest on \$421,883.83 from and after August 21, 2001.

IT IS THEREFORE, ORDERED, ADJUDGED, AND DECREED that:

- (1) Plaintiff have and recover from Defendants Panex Corporation and Leroy C. Delatorre, jointly and severally, the sum of \$442,468.11 with interest on \$421,883.83 at the rate of eighteen percent (18%) per annum from August 21, 2001, until paid.
- (2) Plaintiff have and recover from Defendants, Panex Corporation and Leroy C. Delatorre, jointly and severally, the sum of \$5,000.00 as attorneys' fees with interest thereon at the rate of ten percent (10%) per annum from the date of judgment until paid.
- (3) All costs of court expended or incurred in this cause are hereby adjudged against Defendants.

C:\WP\DOCS\INT\SouTru\B\panex\Summary Judgment.wpd

RECORDER'S MEMORANDUM  
This instrument is of poor quality  
and not satisfactory for photographic  
recording; and/or alterations were  
present at the time of imaging


Page 1 of 2

Certified Document Number: 3844758 - Page 1 of 2

201  
3-1

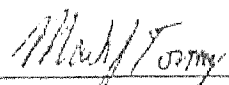
- (4) Plaintiff is allowed such writs and processes as may be necessary in the enforcement and collection of this judgment. All relief not specifically granted is denied.

SIGNED this 13 day of November, 2001.

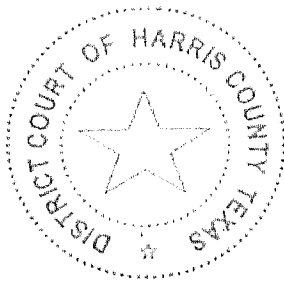
  
\_\_\_\_\_  
JUDGE PRESIDING

APPROVED AS TO FORM:

BOSS & TORMEY, P.C.

By:   
Mark J. Tormey  
SBN# 20142190  
952 Echo Lane, Suite 330  
Houston, Texas 77024  
Telephone: (713) 827-7036  
Telecopier: (713) 827-7483

ATTORNEYS FOR PLAINTIFF  
SOUTHTRUST BANK



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.  
Witness my official hand and seal of office  
this December 2, 2014

Certified Document Number: 3844758 Total Pages: 2

Chris Daniel, DISTRICT CLERK  
HARRIS COUNTY, TEXAS

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com

RETURNED AT COUNTER TO:

LEROY DELATORRE  
2219 COUNTRY CLUB BLVD  
SUGAR LAND TX 77478

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Diane Wilson*

Diane Wilson, County Clerk  
Fort Bend County, Texas

October 04, 2014 11:41:59 am

FEE \$45.00 LSA  
RELEASE

2014132098



Exhibit "A"

NO. 2001-23642

SOUTHRUST BANK,  
Plaintiff

V.

PANEX CORPORATION AND  
LEROY C. DELATORRE,  
Defendants

§  
§  
§  
§  
§  
§  
§

IN THE DISTRICT COURT

11<sup>th</sup> JUDICIAL DISTRICT

OF HARRIS COUNTY, TEXAS

CLERK OF DISTRICT COURT  
HARRIS COUNTY, TEXAS  
01 SEP 10 PM 2:31

P2  
DC  
7

SUMMARY JUDGMENT

On the 13<sup>th</sup> day of November, 2001, came on to be heard the above-entitled and numbered matter where SouthTrust Bank is Plaintiff and Panex Corporation ("Panex") and Leroy C. Delatorre ("Delatorre"), are Defendants. The Court, after examining the pleadings and the summary judgment evidence, and hearing the arguments of counsel, is of the opinion and finds that upon good and sufficient evidence, Defendants are indebted to Plaintiff in the sum of \$442,468.11 with interest on \$421,883.83 from and after August 21, 2001.

IT IS THEREFORE, ORDERED, ADJUDGED, AND DECREED that:

- (1) Plaintiff have and recover from Defendants Panex Corporation and Leroy C. Delatorre, jointly and severally, the sum of \$442,468.11 with interest on \$421,883.83 at the rate of eighteen percent (18%) per annum from August 21, 2001, until paid.
- (2) Plaintiff have and recover from Defendants, Panex Corporation and Leroy C. Delatorre, jointly and severally, the sum of \$5,000.00 as attorneys' fees with interest thereon at the rate of ten percent (10%) per annum from the date of judgment until paid.
- (3) All costs of court expended or incurred in this cause are hereby adjudged against Defendants.

C:\WDOS\MTF\SouthTrust\Panex\Ssummary judgment.spd

RECORDER'S MEMORANDUM  
This instrument is of poor quality  
and not satisfactory for photographic  
reproduction. No/for alterations were  
present at the time of imaging.

Page 1 of 2

Any provision herein which restrict the sale, rental or use of the described Real Property because of color or race is invalid and unenforceable under the Federal Law. Confidential information may have been redacted from the document in compliance with the Public Information Act.

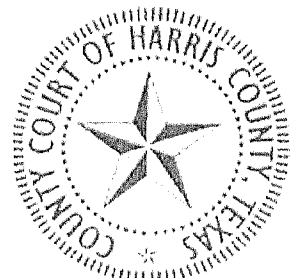
A Certified Copy

Attest: 12/2/2014

Stan Stanart, County Clerk  
Harris County, Texas

Marisol Flores  
Marisol Flores

Deputy



SIGNED this 13<sup>th</sup> day of November, 2001.

CERTIFICATE OF LEGALITY AND AUTHENTICITY  
FOR MICROFILM RECORDS

OFFICIAL PUBLIC RECORDS OF REAL PROPERTY  
HARRIS COUNTY, TEXAS

I, BEVERLY B. KAUFMAN, COUNTY CLERK OF HARRIS COUNTY, TEXAS, hereby certify that the public records now of record in the office of the County Clerk of Harris County, Texas, are being microfilmed under and by virtue of the authority of an order passed by the Commissioners' Court of Harris County, Texas, on June 8, 1959, and recorded in Volume 44, Page 623, of the Minutes of said Court, said order having been passed under and by virtue of the provisions of Article 6574b, Revised Civil Statutes of Texas (1925) - now Chapter 204, Texas Local Government Code - for the purpose of recording, preserving, and protecting the same and for the purpose of reducing space required for filing, storing, and for safekeeping of the same.

I hereby certify that, from and after April 1, 1990, Records filed in the Office of the County Clerk of Harris County, Texas, also, are being recorded on microfilm under and by virtue of Chapter 204, Texas Local Government Code.

I hereby certify that the microfilming of the images between the title page and this certificate of legality and authenticity has been in strict accordance with Chapter 204, Texas Local Government Code and rules adopted under that chapter; that each image is a true, correct, and exact copy of the page or pages of the identified instrument of writing, legal document, paper, or record which was filed for record on the date and at the time stamped on each, and that no splice was made in the original negative film between the title page and this certificate.

Filed on April 10, 2003

File Number

Starting With

Film Code No. 565-80-0001

Thru File Number

Ending With

Film Code No. 565-80-0005

BEVERLY B. KAUFMAN,  
COUNTY CLERK,  
HARRIS COUNTY, TEXAS

Wyetta D. Dominguez  
Deputy  
WYETTA D. DOMINGUEZ

Form No. C-02-12 (Rev. 02/03/99)

Any provision herein which restrict the sale, rental or use of the described Real Property because of color or race is invalid and unenforceable under the Federal Law. Confidential information may have been redacted from the document in compliance with the Public Information Act.

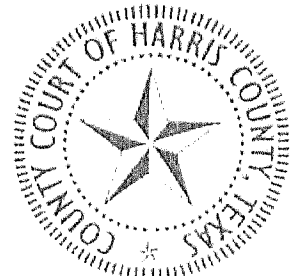
A Certified Copy

Attest: 12/2/2014

Stan Stanart, County Clerk  
Harris County, Texas

Marisol Flores  
Marisol Flores

Deputy



NO. 2001-25642

SOUTHTRUST BANK,  
Plaintiff

V.

PANEX CORPORATION AND  
LEROY C. DELATORRE,  
Defendants

IN THE DISTRICT COURT

11<sup>th</sup> JUDICIAL DISTRICT

OF HARRIS COUNTY, TEXAS

### ASSIGNMENT OF JUDGMENT

WHEREAS, Plaintiff SOUTHTRUST BANK, ("SouthTrust") was awarded a summary judgment (the "Judgment") on November 13, 2001 in the above referenced matter against Defendants PANEX CORPORATION and LEROY C. DELATORRE (together, the "Defendants");

WHEREAS, a true and correct copy of the unsigned Judgment which was signed by the Court and is a part of the Court's records is attached hereto as Exhibit "A" and is fully incorporated herein;

WHEREAS, Theodore J. Thompson desires to purchase SouthTrust's rights and privileges under the Judgment and SouthTrust desires to sell its rights and privileges under the Judgment to Theodore J. Thompson;

NOW, Therefore, for and in consideration of \$10.00 and other good and valuable consideration paid by Theodore J. Thompson and delivered to and accepted by SouthTrust:

1. SouthTrust hereby transfers and assigns all of its rights and privileges under and in connection with the Judgment to Theodore J. Thompson. *per*

Copyright © 2013 by The Authors. All rights reserved. No part of this publication may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage or retrieval system, without permission in writing from the publisher.

Figure 1: A typical  $\alpha$ - $\beta$  transition

Any provision herein which restrict the sale, rental or use of the described Real Property because of color or race is invalid and unenforceable under the Federal Law. Confidential information may have been redacted from the document in compliance with the Public Information Act.

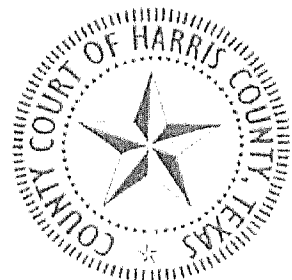
A Certified Copy

Attest: 12/2/2014

Stan Stanart, County Clerk  
Harris County, Texas

Maribel Flores

Deputy



2. SouthTrust represents to Theodore J. Thompson that it has received no payments, offset or credit against the Judgment from date of the Judgment to date hereof other than a payment of \$1,000.00 on or about November 28, 2001.

Executed this 28<sup>th</sup> day of May, 2002.

SOUTHTRUST BANK

By: [Signature]  
Name: R. G. Bowen  
Title: Corp. Vice President

THE STATE OF TEXAS    §  
   §  
COUNTY OF               §

This instrument was acknowledged before me on the 28<sup>th</sup> day of May, 2002, by Robert G. Bowen, Corp. Vice President of SOUTHTRUST BANK, for and on behalf of said bank.



Nancy S. Steves  
Notary Public, State of Texas

FILED  
MAR 29 - 9 AM 9:45  
CLERK  
HARRIS COUNTY  
TEXAS

\\LAW\POCC\SMIT\SouthTrust\Patent\Assignments\Judgment.doc.pdf

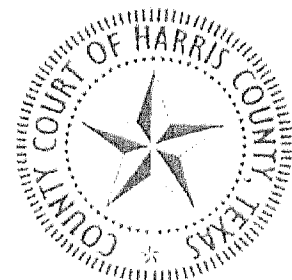
Page 2 of 2

Any provision herein which restrict the sale, rental or use of the described Real Property because of color or race is invalid and unenforceable under the Federal Law. Confidential Information may have been redacted from the document in compliance with the Public Information Act.

A Certified Copy  
Attest: 12/2/2014  
Stan Stanart, County Clerk  
Harris County, Texas

Marisol Flores  
Marisol Flores

Deputy



COLLATERAL PATENT ASSIGNMENT

THIS COLLATERAL PATENT ASSIGNMENT ("Assignment"), is made as of the 21<sup>st</sup> day of November, 2001, by Panex Corporation, a Texas corporation ("Assignor"), in favor of SouthTrust Bank ("SouthTrust" or the "Assignee").

WITNESSETH

WHEREAS, Assignor is indebted to SouthTrust for all amounts outstanding under that certain promissory note dated September 16, 2000, in the original principal amount of \$421,888.83, issued by Assignor and payable to the order of SouthTrust (the "Note");

WHEREAS, the obligations under the Note are secured by, among other things, the collateral described in that certain Security Agreement dated as of June 23, 2000, executed by Assignor in favor of SouthTrust (the "Original Security Agreement");

WHEREAS, all Secured Obligations (as defined in the Original Security Agreement) (the "Obligations") are due and payable in full as of the date hereof as a result of defaults and events of default under the Note and the Original Security Agreement; provided, that on and as of the date hereof, Assignor and SouthTrust, together with certain other parties, have entered into a Forbearance Agreement (the "Forbearance Agreement"), pursuant to which, among other things, SouthTrust has agreed, on the terms and subject to the conditions contained therein, to forbear from exercising certain of its rights and remedies arising with respect to the Obligations for a limited period of time; and

WHEREAS, as additional security for the Obligations and Assignor's obligations under the Forbearance Agreement, Assignor has entered into the Security Agreement of even date herewith in favor of Assignee (the "New Security Agreement") and has agreed to, among other things, execute this Collateral Patent Assignment (the "Assignment").

NOW, THEREFORE, in consideration of the above recitals and the agreements and understandings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Incorporation of Note and Security Agreement. The Note, the Original Security Agreement, the New Security Agreement and the Forbearance Agreement, and the terms and provisions thereof, are hereby incorporated herein in their entirety by this reference thereto.

2. Collateral Assignment of Patents. To secure the complete and timely satisfaction of all of the Obligations, Assignor hereby grants, conveys and assigns to Assignee, as and by way of a mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, all of Assignor's right, title and interest in and to all of its now owned or existing and hereafter acquired or arising U.S. patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and applications listed, from time to time, on Schedule A attached hereto and made a part hereof, and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all proceeds of the foregoing, including all income, royalties, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (i)-(iv), and

together with all such rights and interests subsequently obtained by Assignor described in paragraph 2 below are sometimes hereinafter individually and collectively referred to as the "Patents").

3. Restrictions on Future Agreements. Assignor agrees that until the Obligations shall have been satisfied in the manner contemplated in the Note and the Forbearance Agreement, Assignor will not, without Assignee's prior written consent, enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Assignment, and Assignor further agrees that without Assignee's prior written consent it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, excluding non-payment of U.S. maintenance fees on patents which are not necessary or useful in the operation of Assignor's business or operations, which would affect the validity or enforcement of the rights transferred to Assignee under this Assignment.

4. Covenants and Warranties. Assignor represents and warrants that to the best of Assignor's knowledge: (i) the Patents are subsisting, have not been adjudged invalid or unenforceable in whole or in part, and are not currently being challenged in any way; (ii) none of the Patents has lapsed or expired; (iii) no claim has been made that the use of any of the Patents constitutes an infringement except as previously disclosed to SouthTrust; (iv) Assignor owns the entire right, title and interest in and to each of the Patents free and clear of any liens and encumbrances of every kind and nature; (v) Assignor has the right, power, and authority to enter into this Agreement and perform its terms; (vi) Assignor will continue to use, until the Obligations shall have been satisfied in the manner contemplated in the Note and the Forbearance Agreement, proper statutory notice in connection with its use of the Patents; (vii) Assignor will use, until the Obligations shall have been satisfied in the manner contemplated in the Note and the Forbearance Agreement, consistent standards of quality in its manufacture of products; and (viii) Schedule A lists, as of the date hereof, all of the Patents owned by or to which the Assignor is a party, as the case may be.

5. New Patents. If, before the Obligations shall have been satisfied in the manner contemplated in the Note and the Forbearance Agreement, Assignor shall (i) obtain rights to any new patents or patentable inventions, or (ii) become entitled to the benefit of any patent application, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of paragraph 2 above shall automatically apply thereto and Assignor shall give to Assignee prompt written notice thereof. Assignor hereby authorizes Assignee to modify this Assignment by amending Schedule A, as applicable, to include any future patents, patent applications which are Patents, as applicable, under paragraph 2 above or under this paragraph 5. However, even without an express amendment to said schedule, the foregoing property shall nevertheless be deemed fully assigned to Assignee as collateral security hereunder to the same full extent as if said schedules had been duly and expressly amended.

6. Royalties; Terms. Assignor hereby agrees that Assignee shall have no liability for royalties or other related charges from Assignee to Assignor. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the Patents assigned hereunder, or (ii) full, final and irrevocable payment and performance of the Obligations in the manner contemplated in the Note and the Forbearance Agreement.

7. Grant of License to Assignor. Unless and until the expiration of the Forbearance Period (as defined in the Forbearance Agreement), Assignor shall be permitted to make, have made, use and sell the inventions disclosed and claimed in the Patents for Assignor's own benefit and account and for none other. From and after the expiration of the Forbearance Period, Assignor's right to use the Patents as set forth in this paragraph 7 shall terminate forthwith.

8. Assignee's Right to Inspect. Assignee shall have the right, at any reasonable time and from time to time during normal business hours, to inspect Assignor's premises and to examine Assignor's books, records and operations, including, without limitation, Assignor's quality control processes.

9. Termination of Assignee's Security Interest. Upon full, final and irrevocable payment and performance of the Obligations in the manner contemplated in the Note and the Forbearance Agreement, title to the Patents shall revert to Assignor and Assignee shall execute and deliver to Assignor all termination statements and other instruments as may be necessary or proper to terminate Assignee's security interest in and to revert in Assignor all right, title and interest in and to the Patents, subject to any disposition thereof which may have been made by Assignee pursuant hereto.

10. Duties of Assignor. Assignor shall have the duty (i) to prosecute diligently any patent application of the Patents pending as of the date hereof or thereafter until the Obligations shall have been paid in full, (ii) to make application on unpatented but patentable inventions, giving due consideration to value, cost, importance and opinion of counsel as to patentability, and (iii) to preserve, maintain and enforce against infringement all rights in patent applications and patents of the Patents, other than non-payment of maintenance fees on patents which are not necessary or useful in the conduct of Assignor's business or operations. Any expenses incurred in connection with such applications shall be borne by Assignor. Assignor shall not abandon any pending patent application or patent without the written consent of Assignee.

11. Assignee's Right to Sue. After the expiration of the Forbearance Period, Assignee shall have the right, but shall in no way be obligated, to: (i) bring suit in its own name to enforce the Patents, and any licenses thereunder, and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement, and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this paragraph 11; and (ii) commence collection directly from any or all of Assignor's licensees of all royalty and other payments due under the terms of the Licenses, and Assignee may collect said payments, even if it elects not to assume, in whole or in part, obligations of Assignor under such Licenses, which election shall be at Assignee's sole option.

12. Waivers. No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of the Assignee, any right, power or privilege hereunder or under the Loan Documents (as defined in the Forbearance Agreement) shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or future exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

14. Modification. This Assignment cannot be altered, amended or modified in any way, except as specifically provided in paragraph 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney. All of Assignee's rights and remedies with respect to the Patents, whether established hereby, by the Loan Documents or by the

Forbearance Agreement, or any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor hereby authorizes Assignee, after the occurrence, and during the continuation, of an Event of Default or after the expiration of the Forbearance Period, (i) to make, constitute and appoint any officer or agent of Assignee as Assignee may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power to endorse Assignor's name on all application, documents, papers and instruments necessary or desirable for Assignee in the use of the Patents, (ii) to take any other actions with respect to the Patents as Assignee deems in the best interest of Assignee, (iii) to grant or issue any exclusive or non-exclusive license under the Patents to anyone, or (iv) subject to the terms of any existing license agreement, to assign, pledge, convey or otherwise transfer title in or dispose of the Patents to anyone. Assignee hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Assignee under the Loan Documents, but rather is intended to facilitate the exercise of such remedies given it by the terms of this Assignment, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents may be enforced and all other applicable laws.

16. Binding Effect; Benefits. This Assignment shall be binding upon the Assignor and its respective successors and assigns and shall inure to the benefit of Assignee, its nominees and assigns.

17. Governing Law. This Assignment shall be deemed to have been executed and delivered in the State of Alabama, and shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of the State of Alabama.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

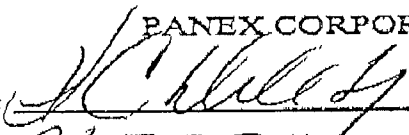
Fax:5218714

Dec 5 2001 10:23 P.09

Fax:5218714

Nov 20 2001 16:27 P.06


is due execution hereof as of date first above written.

PANEX CORPORATION  
By:   
Its: PRESIDENT

STATE OF TEXAS  
HARRIS COUNTY

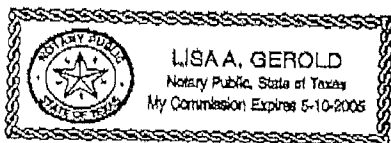
I, the undersigned, a Notary Public in and for said county in said state, hereby certify that LEROY C. DELATORRE, personally known to me to be the PRESIDENT of Panex Corporation, a Texas corporation, and personally known to me to be the same persons whose name is subscribed to the foregoing Collateral Patent Assignment, appeared before me this day and delivered the said assignment as such officer of said corporation, and caused the seal of said corporation to be affixed thereto, as his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 21<sup>st</sup> day of November, 2001.

  
NOTARY PUBLIC

[NOTARIAL SEAL]

My commission expires: 5-10-05



8714

Dec 5 2001 10:24

P.11

**SCHEDULE A**

See Attached List

PATENTS  
ASSIGNED TO PANEX CORPORATION

Patent Number	Description	ISSUE DATE
US4322775	"Capacitive Pressure Sensor"	03/30/82
US5388462	"Capacitance Pressure Transducer"	02/14/95
US4691574	"Capacitance Transducer"	09/08/87
DE69216523D	"Capacitor & Pressure Transducer"	12/01/92
US5168419	"Capacitor & Pressure Transducer"	05/04/93
US5207767	"Capacitor & Pressure Transducer"	07/27/93
US5230250	"Capacitor & Pressure Transducer"	
CA2242103	"Differential Pressure Measurement System"	
EP0866951	"Differential Pressure Measurement System"	12/07/96
WO9721077	"Differential Pressure Measurement System"	11/25/89
US4624136	"Downhole Power Conversion Means for Fully Utilizing Batteries"	11/15/94
US5363703	"Dual Transducer"	07/08/97
US5974894	"Fused Silica Pressure Transducer"	06/14/94
US5320169	"Gauge Carrier"	08/23/88
US4765184	"High Temp Switch"	09/10/96
US5554804	"High Temperature Pressure Monitoring System"	03/17/92
US5095763	"Load-Sensitive Resonator Beam Transducer"	04/26/88
US4740897	"Memory Operated Well Tool"	08/09/88
US4763259	"Memory Processing System"	09/26/89
US4870636	"Micro Displacement Force Transducer"	10/17/89
US4873870	"Micro Displacement Force Transducer"	
CA2146971	"Multiple Capacitor Transducer"	
EP0675350	"Multiple Capacitor Transducer"	07/11/95
US5431065	"Multiple Capacitor Transducer"	09/01/92
US5142913	"Non-Quartz Resonating Transducer"	11/14/91
WO9117416	"Non-Quartz Resonating Transducer"	05/15/90
US4924701	"Pressure Measurement System"	
EP0333714	"Pressure Sensor System"	10/24/89
US4875368	"Pressure Sensor System"	10/24/89
US4875369	"Pressure Sensor System"	
WO8902512	"Pressure Sensor System"	02/28/84
US4434451	"Pressure Sensors"	
WO9801297	"Quartz Construction"	
WO9801732	"Quartz Transducer"	05/30/78
US4091683	"Single Channel Electrical Comparative Measuring System"	06/07/96
US5515039	"Surface/Downhole Pressure Recording System"	09/05/95
US5448477	"Systems For Input & Output of Data To a Well Tool"	
CA2140831	"Torque Flowmeter"	
EP0664442	"Torque Flowmeter"	11/07/95
US5463903	"Torque Flowmeter"	03/05/96
US5749417	"Production Log"	

PATENT  
REEL: 012211 FRAME: 0197

PATENT  
REEL: 034668 FRAME: 0080

PENDING PATENTS  
ASSIGNED TO PANEX CORPORATION

## APPLIED DATE

60,084,923	"Downhole Selectively Disconnect Operational System"	07/06/98
09/416,768	"Downhole Inductively Coupled Digital Electronic System"	10/12/99
60,060,724	"Fixed Fluid Reference Measurement System"	10/01/97
	"Method for Bonding Quartz"	08/16/97
60,060,571	"Oil Water Detection System"	10/01/97
	"Panex Micorbeam Transducer"	08/03/92
60,021,407	"Quartz Transducer"	07/09/96
09/214,215	"Quartz Silica"	12/21/98
60,060,225	"Torque Flowmeter"	10/01/97
09/162,827	"Torque Flowmeter"	09/28/98

PATENT

REEL: 012211 FRAME: 0198

PATENT

REEL: 034668 FRAME: 0081

PENDING PATENTS  
ASSIGNED TO RETREIVABLE INFORMAITON SYSTEMS

		APPLIED DATE
EP96945923	"Differential Pressure Mandrel"	12/05/96
	"Differential Pressure Mandrel"	06/22/98
09/101,250	"Differential Pressure Measurement System"	
WO9828154	"Kickover Tool"	05/22/99
09/308,816	"Kickover Tool for elongated Well Instrument"	05/21/97
60/044,538	"Multizone Production Monitoring System"	
CA2286758	"Multizone Production Monitoring System"	
EP0977931	"Multizone Production Monitoring System"	
NO995215	"Multizone Production Monitoring System"	
WO9848145	"Multizone Production Monitoring System"	10/13/99
09/417,487	"Multizone"	11/29/96
60,033,214	"Pipe Well Tool"	
CA2233020	"Side Pocket Mandrel"	
NO982201	"Side Pocket Mandrel"	10/17/95
WO9718381	"Side Pocket Mandrel"	
EP0861388	"Side Pocket Mandrel"	11/11/96
60,003,863	"Side Pocket Mandrel"	05/01/98
09/068,094	"Side Pocket Mandrel"	

ASSIGNED TO PANEX INCLUDED WITH RIS

		ISSUE DATE
WO9936802	"Downhole Inductively Coupled Digital Electronic System"	01/13/98
CA2147558	"Inductive Coupler For Well Tools"	
EP0678880	"Inductive Coupler For Well Tools"	10/03/95
US5455573	"Inductive Coupler For Well Tools"	10/17/95
US5457988	"Side Pocket Mandrel Pressure Measuring System" s/n 80/11,059	

PENDING PATENTS  
BELONGING TO PANEX INCLUDED WITH RIS

		APPLIED DATE
60/071116	"Downhole Inductively Coupled Digital Electronic System"	10/12/99

RECORDED: 12/05/2001

PATENT  
REEL: 012211 FRAME: 0199

PATENT  
REEL: 034668 FRAME: 0082

## COLLATERAL PATENT ASSIGNMENT

THIS COLLATERAL PATENT ASSIGNMENT (this "Assignment"), is made the 21st day of May, 2002, by PANEX CORPORATION, a Texas corporation ("Panex") and LEROY C. DELATORRE, a Texas resident ("Delatorre") (Panex and Delatorre collectively called "Assignor"), in favor of THEODORE J. THOMPSON and FRED A. THOMPSON, Texas residents (collectively, "Assignees").

### WITNESSETH

WHEREAS, Panex borrowed from SouthTrust Bank, formerly known as SouthTrust Bank, N.A. (the "Bank") on or about September 16, 2000 the sum of \$421,888.83 (the "Note"), which Note constitutes the most recent renewal of a promissory note originally issued by Panex in favor of the Bank in 1996. The current balance of the Note as of May 15, 2002 is \$448,506.03, which Note continues to accrue interest from such date at the amount of \$80.01 per diem. The Note is secured by various collateral and the guaranty of Delatorre, including but not limited a security agreement covering general intangibles, including patent and proprietary rights held by Panex; and

WHEREAS, on or about this date the Bank assigned the Note and all loans and collateral documents relating thereto to the Assignees; and


WHEREAS, the assignment of the Note from the Bank to Assignees is a material benefit to Panex, which benefit was created pursuant to that certain Agreement of even date hereof, by and between Panex, Park One, Ltd., and the Assignees (the "Agreement") and that certain Modification and Extension Agreement of even date hereof, by and between the Assignees, as Holder, and Panex, as Obligor (the "Extension Agreement"), which allowed among other things additional time for Panex to pay the Note in full and additional time for Panex to pay other arrearages (the Agreement and the Extension Agreement collectively referred to as the "Agreements"); and

WHEREAS, Delatorre is an owner of Panex and has an interest in the Note and collateral thereto being assigned herewith, and as an owner of Panex is substantially benefitting from this transaction with the Assignees.

WHEREAS, pursuant to the Agreements, Assignor is indebted to Assignees for all amounts outstanding under the Note;

WHEREAS, as additional security for all obligations under the Agreements (the "Obligations"), Assignor has agreed to, among other things, execute this Assignment.

NOW, THEREFORE, in consideration of the above recitals and the agreements and understandings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Incorporation of Note and Agreements. The Note and Agreements, and the terms and provisions thereof, are hereby incorporated herein in their entirety by this reference thereto. 

Collateral Patent Assignment - Page 1

PATENT  
REEL: 013056 FRAME: 0911

PATENT  
REEL: 034668 FRAME: 0083

2. **Collateral Assignment of Patents.** To secure the complete and timely satisfaction of all of the Obligations, Assignor hereby grants, conveys and assigns to Assignees, as and by way of a mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, all of Assignor's right, title and interest in and to all of its now owned or existing and hereafter acquired or arising U.S. patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and applications listed, from time to time, on Schedule A attached hereto and made a part hereof, and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; (ii) all proceeds of the foregoing, including all income, royalties, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (i)-(iv), and together with all such rights and interests subsequently obtained by Assignor described in paragraph 5 below are sometimes hereinafter individually and collectively referred to as the "Patents").

3. **Restrictions on Future Agreements.** Assignor agrees that until the Obligations shall have been satisfied in the manner contemplated in the Note and the Agreements, Assignor will not, without Assignees' prior written consent, enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Assignment, and Assignor further agrees that without Assignee's prior written consent it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, excluding non-payment of U.S. maintenance fees on patents which are not necessary or useful in the operation of Assignor's business or operations, which would affect the validity or enforcement of the rights transferred to Assignees under this Assignment.

4. **Covenants and Warranties.** Assignor represents and warrants that to the best of Assignor's knowledge: (i) the Patents are subsisting, have not been adjudged invalid or unenforceable in whole or in part, and are not currently being challenged in any way; (ii) none of the Patents has lapsed or expired; (iii) no claim has been made that the use of any of the Patents constitutes an infringement except as previously disclosed to Assignees; (iv) Assignor owns the entire right, title and interest in and to each of the Patents free and clear of any liens and encumbrances of every kind and nature; (v) Assignor has the right, power, and authority to enter into this Assignment and perform its terms; (vi) Assignor will continue to use, until the Obligations shall have been satisfied in the manner contemplated in the Note and the Agreements, proper statutory notice in connection with its use of the Patents; (vii) Assignor will use, until the Obligations shall have been satisfied in the manner contemplated in the Note and the Agreements, consistent standards of quality in its manufacture of products; and (viii) Schedule A lists, as of the date hereof, all of the Patents owned by or to which the Assignor is a party, as the case may be.

5. **New Patents.** If, before the Obligations shall have been satisfied in the manner contemplated in the Note and the Agreements, Assignor shall (i) obtain rights to any new patents or patentable inventions, or (ii) become entitled to the benefit of any patent application, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of paragraph 2 above shall automatically apply thereto and Assignor shall give to Assignee prompt written notice thereof. Assignor hereby authorizes Assignees to modify this Assignment by amending Schedule A, as applicable, to include any future patents, patent applications which are Patents, as applicable, under paragraph 2 above or under this paragraph 5. However, even without an express amendment to said schedule, the foregoing property shall nevertheless be deemed fully assigned to Assignees as collateral security hereunder to the same full extent as if said schedules had been duly and expressly amended.

Collateral Patent Assignment - Page 2

PATENT  
REEL: 013056 FRAME: 0912

PATENT  
REEL: 034668 FRAME: 0084

6. **Royalties; Terms.** Assignor hereby agrees that Assignees shall have no liability for royalties or other related charges from Assignees to Assignor. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the Patents assigned hereunder, or (ii) full, final and irrevocable payment and performance of the Obligations in the manner contemplated in the Note and the Agreements.

7. **Grant of License to Assignor.** Unless and until the expiration of the time period set forth in the Extension Agreement, Assignor shall be permitted to make, have made, use and sell the inventions disclosed and claimed in the Patents for Assignor's own benefit and account and for none other. From and after the expiration of the Extension Agreement, Assignor's right to use the Patents as set forth in this paragraph 7 shall terminate forthwith.

8. **Assignees' Right to Inspect.** Assignees shall have the right, at any reasonable time and from time to time during normal business hours, to inspect Assignor's premises and to examine Assignor's books, records and operations, including, without limitation, Assignor's quality control processes.

9. **Termination of Assignees' Security Interest.** Upon full, final and irrevocable payment and performance of the Obligations in the manner contemplated in the Note and the Agreements, title to the Patents shall revert to Assignor and Assignees shall execute and deliver to Assignor all termination statements and other instruments as may be necessary or property to terminate Assignees' security interest in and to revert in Assignor all right, title and interest in and to the Patents, subject to any disposition thereof which may have been made by Assignees pursuant hereto.

10. **Duties of Assignor.** Assignor shall have the duty (i) to prosecute diligently any patent application of the Patents pending as of the date hereof or thereafter until the Obligations shall have been paid in full, (ii) to make application on unpatented but patentable inventions, giving due consideration to value, cost, importance and opinion of counsel as to patentability, and (iii) to preserve, maintain and enforce against infringement all rights in patent applications and patents of the Patents, other than on-payment of maintenance fees on patents which are not necessary or useful in the conduct of Assignor's business or operations. Any expenses incurred in connection with such applications shall be borne by Assignor. Assignor shall not abandon any pending patent application or patent without the written consent of Assignees.

11. **Assignees' Right to Sue.** After the expiration of the Extension Agreement, Assignees shall have the right, but shall in no way be obligated, to: (i) bring suit in their own name to enforce the Patents, any licenses thereunder, and, if Assignees shall commence any such suit, Assignor shall, at the request of Assignees, do any and all lawful acts and execute any and all proper documents required by Assignees in aid of such enforcement, and Assignor shall promptly, upon demand, reimburse and indemnify Assignees for all costs and expenses incurred by Assignees in the exercise of its rights under this paragraph 11; and (ii) commence collection directly from any or all of Assignor's licenses of all royalty and other payments due under the terms of the Licenses, and Assignees may collection said payments, even if they elect not to assume, in whole or in part, obligations of Assignor under such Licenses, which election shall be at Assignees' sole option.

12. **Waivers.** No course of dealing between Assignor and Assignees, nor any failure to exercise, nor any delay in exercising, on the part of the Assignee, any right, power or privilege hereunder or under the Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any

Collateral Patent Assignment - Page 3

PATENT  
REEL: 013056 FRAME: 0913

PATENT  
REEL: 034668 FRAME: 0085

right, power or privilege hereunder or thereunder preclude any other or future exercise thereof or the exercise of any other right, power or privilege.

13. **Severability.** The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

14. **Modification.** This Assignment cannot be altered, amended or modified in any way, except as specifically provided in paragraph 5 hereof or by a writing signed by the parties hereto.

15. **Cumulative Remedies; Power of Attorney.** All of Assignees' rights and remedies with respect to the Patents, whether established hereby or by the Agreements, or any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor hereby authorizes Assignees, after the occurrence, and during the continuation, of an Event of Default or after the expiration of the Extension Agreement, (i) to make, constitute and appoint any officer or agent of Assignees as Assignees may select, in their sole discretion, as Assignor's true and lawful attorney-in-fact, with power to endorse Assignor's name on any application, documents, papers and instruments necessary or desirable for Assignees in the use of the Patents, (ii) to take any other actions with respect to the Patents as Assignees deem in the best interest of Assignees, (iii) to grant or issue any exclusive or non-exclusive license under the Patents to anyone, or (iv) subject to the terms of any existing license agreement, to assign, pledge, convey or otherwise transfer title in or dispose of the Patents to anyone. Assignees hereby ratify all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Assignees under the Agreements, but rather is intended to facilitate the exercise of such remedies given them by the terms of this Assignment, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents may be enforced and all other applicable laws.

16. **Binding Effect; Benefits.** This Assignment shall be binding upon the Assignor and its respective successors and assigns and shall inure to the benefit of Assignees, their nominees and assigns.

17. **Governing Law.** This Assignment shall be deemed to have been executed and delivered in the State of Texas, and shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of the State of Texas.

WITNESS the due execution hereof as of the date first above written.

PANEX CORPORATION

By

Leroy C. Delatorre, President

LERROY C. DELATORRE

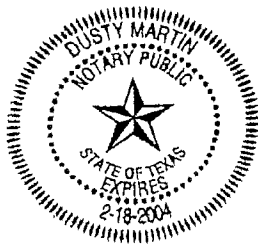
Collateral Patent Assignment - Page 4

PATENT  
REEL: 013056 FRAME: 0914

PATENT  
REEL: 034668 FRAME: 0086

STATE OF TEXAS

COUNTY OF FORT BEND



This instrument was acknowledged before me on the 21st day of May, 2002, by Leroy C. Delatorre, President of Panex Corporation, a Texas corporation, on behalf of said corporation, and individually.

Dusty Martin  
Notary Public, State of Texas

C:\FILE\Park One\1274.001\Collateral Patent Assignment.wpd

Collateral Patent Assignment – Page 5

RECORDED: 07/12/2002

PATENT  
REEL: 013056 FRAME: 0915

RECORDED: 01/08/2015

PATENT  
REEL: 034668 FRAME: 0087