

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3222011

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
THREE RIVERS RESOURCE, L.P.	07/01/2013
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	PATRIOT ARTIFICIAL LIFT LLC
<b>Street Address:</b>	707 TEXAS AVENUE S.
<b>Internal Address:</b>	SUITE 203A
<b>City:</b>	COLLEGE STATION
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77840
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	6148923
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(713)821-1400
<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>	713-821-1540
<b>Email:</b>	mike@parklegal.com
<b>Correspondent Name:</b>	MICHAEL S. DOWLER
<b>Address Line 1:</b>	5847 SAN FELIPE
<b>Address Line 2:</b>	SUITE 1700
<b>Address Line 4:</b>	HOUSTON, TEXAS 77057
<b>ATTORNEY DOCKET NUMBER:</b>	PTRT:4001
<b>NAME OF SUBMITTER:</b>	MICHAEL S. DOWLER
<b>SIGNATURE:</b>	/Michael S. Dowler/
<b>DATE SIGNED:</b>	02/11/2015
<b>Total Attachments: 5</b>	
source=Patriot Casey Patents#page1.tif	
source=Patriot Casey Patents#page2.tif	
source=Patriot Casey Patents#page3.tif	
source=Patriot Casey Patents#page4.tif	



**BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated effective as of July 1, 2013, is made by and among Patriot Artificial Lift LLC, a Texas limited liability company (the "Company"), Three Rivers Resource, L.P., a Texas limited partnership ("Three Rivers"), and Dan Casey, an individual resident of the State of Texas ("Casey" and together with Three Rivers, each a "Casey Party" and collectively, the "Casey Parties").

**RECITALS**

WHEREAS, the Company and the Casey Parties are parties to that certain Contribution Agreement (together with all exhibits and schedules thereto, the "Contribution Agreement"), dated of even date herewith, by and among the Company, the Casey Parties, Pelican Patriot Holdings LLC, a Delaware limited liability company, and Alan Oehlert;

WHEREAS, pursuant to and in accordance with the Contribution Agreement, the Casey Parties desire to contribute, assign, transfer and convey to the Company, and the Company desires to accept from the Casey Parties, the Contributed Assets, free and clear of all Encumbrances and restrictions on transfer, other than Permitted Encumbrances;

WHEREAS, under the terms of the Contribution Agreement, Company does not and will not assume any Liabilities of the Casey Parties, whether associated with the Contributed Assets or otherwise, and the Casey Parties shall retain, pay, perform and discharge any and all such Excluded Liabilities;

WHEREAS, the parties wish to enter into this Agreement for the purpose of accomplishing the transfer of title to the Contributed Assets in accordance with the terms of the Contribution Agreement; and

WHEREAS, any capitalized term used herein and not otherwise defined shall have the meaning assigned to it in the Contribution Agreement.

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Casey Parties hereby contribute, assign, transfer, convey and deliver unto the Company and its successors and assigns all right, title and interest in and to the Contributed Assets, including those assets attached to Exhibit A hereto.

TO HAVE AND TO HOLD unto the Company and its successors and assigns forever the Contributed Assets, free and clear of all Encumbrances and restrictions on transfer, other than Permitted Encumbrances, together with, all and singular, the rights and appurtenances thereto in any way belonging to the Casey Parties.

The Casey Parties hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered, any and all such further acts, assurances and instruments as the Company may reasonably require to complete or perfect the conveyance and transfer to the Company of all right, title and interest in and to the Contributed Assets hereby assigned, and to do all such further acts and things as may be reasonably necessary or useful to effect completely the intent of this Agreement.

Notwithstanding anything to the contrary contained in this Agreement, the Excluded Liabilities are not intended to and shall not be contributed, assigned, transferred, conveyed, delivered or set over to the Company. The Company shall not assume or be responsible for any claims against, Liabilities or obligations whatsoever of the Casey Parties.

This Agreement is executed and delivered pursuant to the Contribution Agreement; *provided* that this Agreement is subject and subordinate to all of the terms and provisions of the Contribution Agreement, does not in any way amend or modify any of the provisions of the Contribution Agreement and in the event of any conflict between any term or provision hereof and any term or provision of the Contribution Agreement, the latter shall control. Without limiting the generality of the foregoing provisions of this paragraph, this Agreement shall neither expand, limit nor otherwise affect the rights or obligations of the parties under the Contribution Agreement.

This Agreement may be executed in several original counterparts, each of which shall be deemed to be an original, and all such counterparts shall together constitute one and the same document.

This Agreement shall bind and inure to the benefit of the Company and the Casey Parties and their respective successors and assigns.

This Agreement and the application or interpretation hereof, shall be governed exclusively by the laws of the State of Texas, without regard to conflict of laws principles. Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may only be instituted in the courts of the State of Texas in each case located in the City of Houston and County of Harris, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

[Remainder of page intentionally left blank – signature page follows]

EXECUTED AND DELIVERED on the date first written above.

**COMPANY:**

PATRIOT ARTIFICIAL LIFT LLC

By: Mike Scott  
Name: Mike Scott  
Title: Manager

**THREE RIVERS:**

THREE RIVERS RESOURCE, L.P.

By: Pro-Seal Lift, Inc., its General Partner

By: \_\_\_\_\_  
Name: Dan Casey  
Title: President

**CASEY:**

\_\_\_\_\_  
DAN CASEY

EXECUTED AND DELIVERED on the date first written above.

**COMPANY:**

PATRIOT ARTIFICIAL LIFT LLC

By: \_\_\_\_\_

Name: Mike Scott

Title: Manager

**THREE RIVERS:**

THREE RIVERS RESOURCE, L.P.

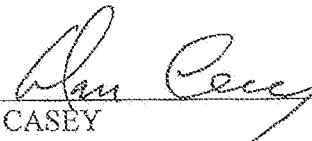
By: Pro-Seal Lift, Inc., its General Partner

By: 

Name: Dan Casey

Title: President

**CASEY:**

  
DAN CASEY

[SIGNATURE PAGE TO BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT]

SCHEDULE 3.4(a)

INTELLECTUAL PROPERTY

COUNTRY	APPLICATION NO.	PATENT DATE (DATE OF APPLICATION)	OWNER PRIOR TO PATRIOT ARTIFICIAL LIFT LLC	TITLE
US	6,148,923	November 21, 2000 (December 23, 1998)	Three Rivers Resource, L.P.	Auto-Cycling Plunger and Method for Auto-Cycling Plunger Lift
US	7,243,730 B2	July 17, 2007 (December 31, 2004)	Dan Casey	Well Production Optimizing System
CA	2,592,839	November 9, 2010 (December 28, 2005)	Dan Casey	Well Production Optimizing System