503236417 03/26/2015 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3283035

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
DON Q. NGUYEN	02/27/2015
CARL E. POTEET	03/25/2015
JOHN F. BRADFORD	03/25/2015
ERIC C. SULLIVAN	03/25/2015
MARK P. BLACKMAN	02/27/2015
ALAN J. MASSEY	02/26/2015
GREGORY L. RICKS	03/25/2015

RECEIVING PARTY DATA

Name:	BAKER HUGHES INCORPORATED
Street Address:	2929 ALLEN PARKWAY, SUITE 2100
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77019-2118

PROPERTY NUMBERS Total: 3

Property Type	Number
Application Number:	61934697
Application Number:	14611167
PCT Number:	US2015014011

CORRESPONDENCE DATA

Fax Number: (713)800-5699 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. Phone: 7138005700 Email: SMDdocket@smd-iplaw.com SUTTON MCAUGHAN DEAVER PLLC Correspondent Name: Address Line 1: **THREE RIVERWAY, SUITE 900** Address Line 4: HOUSTON, TEXAS 77056 ATTORNEY DOCKET NUMBER: 1012.00282.US00 NAME OF SUBMITTER: **DANNY VARA**

SIGNATURE:	/Danny Vara/	
DATE SIGNED:	03/26/2015	
Total Attachments: 8		
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ASSIGNMENT AND/OR RATIFICATION OF ASSIGNMENT OF INTELLECTUAL PROPERTY

WHEREAS, We, the undersigned, hereafter individually and collectively, "Assignor," have jointly invented and developed certain new and useful methods, devices, and/or systems that are disclosed, taught and/or claimed in one or more of the applications for patent listed below, entitled "Hybrid Drill Bit Having Increased Service Life" (hereafter, collectively, "Application").

Country	Application Number	Filing Date
U.S.	61/934,697	January 31, 2014
U.S.	14/611,167	January 30, 2015
WO	PCT/US2015/014011	January 31, 2015

WHEREAS, **BAKER HUGHES INCORPORATED**, a corporation organized and existing under the laws of the state of Delaware, hereafter "**Assignee**," to the extent not already transferred to **Assignee** by an existing assignment obligation from me/us or by a prior written agreement and/or other legal relationship between **Assignee** and **Assignor**, is desirous of acquiring the entire and exclusive right, title and interest in and to, and possession of: a) the **Application** and all rights thereto; b) the subject matter disclosed, taught and/or claimed in the **Application**; and c) all tangible materials and intangible information concerning the Application and its subject matter, including but not limited to, copyrighted materials, know-how, confidential and proprietary information and trade secrets (hereafter, collectively, the "**Intellectual Property**").

NOW, THEREFORE, for one dollar (US\$1.00) and/or other good and valuable consideration, the receipt and sufficiency of which We hereby acknowledged, **Assignor** and **Assignee** agree as follows.

Ratification of Prior Assignment. Assignor hereby ratifies and acknowledges 1. his/her/their prior assignment to Assignee of the aforesaid Intellectual Property, which assignment transferred the entire and exclusive right, title and interest in and to, and possession and use of, the aforesaid Intellectual Property, in all countries, regions and political subdivisions throughout the world, including without limitation, as applicable, the right to claim priority thereto or benefit thereof in all future applications for patent; the right to file and prosecute all related applications in the United States, in any foreign country or with any application filing convention or treaty, disclosing and/or claiming the Intellectual Property, in whole or in part, including, without limitation, all provisional applications, non-provisional applications, divisional applications, continuation applications, continuation-in-part applications, renewals, reissues, reexaminations, substitutes or extensions thereof; the right to all patents or other related property right that may be issued or granted thereon anywhere in the world; the right to all income, royalties, damages and payments now or hereafter due or payable with respect to any patent or other right described herein; the right to all causes of action (either in law or in equity); the right to sue, counterclaim, and recover for past, present and future

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infringement of the rights described herein; all as fully and entirely the same as would have been held and enjoyed by **Assignor** if the transfer and assignment described herein had not been made.

Present Assignment. To the extent Assignor has not already assigned to 2. Assignee all or any of the aforesaid Intellectual Property, Assignor does hereby assign, transfer and forever convey, to Assignee, its successors and assigns, the entire and exclusive right, title and interest in and to, and possession and use of, the aforesaid Intellectual Property, in all countries, regions and political subdivisions throughout the world, including without limitation, as applicable, the right to claim priority thereto or benefit thereof in all future applications for patent; the right to file and prosecute all related applications in the United States, in any foreign country or with any application filing convention or treaty, disclosing and/or claiming the Intellectual Property, in whole or in part, including, without limitation, all provisional applications, non-provisional applications, divisional applications, continuation applications, continuation-in-part applications, renewals, reissues, reexaminations, substitutes or extensions thereof; the right to all patents or other related property right that may be issued or granted thereon anywhere in the world; the right to all income, royalties, damages and payments now or hereafter due or payable with respect to any patent or other right transferred herein; the right to all causes of action (either in law or in equity); the right to sue, counterclaim, and recover for past, present and future infringement of the rights transferred herein; all as fully and entirely the same as would have been held and enjoyed by Assignor if the transfer and assignment had not been made.

3. <u>Issuance to Assignee</u>. Assignor hereby authorizes and requests the appropriate governmental official to issue any and all patents, certificates, registrations, grants or related property right assigned hereunder, to Assignee, as the owner of the entire and exclusive right, title and interest in and to the same.

4. <u>Warranty of Title</u>. Assignor hereby represents, warrants and covenants that Assignor had the full right to convey the interest herein ratified and/or has the full right to convey the interest herein assigned; that Assignor has not executed and will not execute any agreement, instrument or assignment in conflict herewith; and that the rights ratified and/or assigned herein are not subject to any other grant, license or right, or otherwise encumbered.

5. <u>Further Actions</u>. Assignor hereby covenants and agrees that Assignor will at any time upon request make, execute and deliver without further compensation, any and all other instruments in writing, including further applications, papers, affidavits, powers of attorney, assignments, and other documents; and do all lawful acts and things, which, in the opinion of Assignee, its successors and assigns, may in any country be required or necessary more effectively to secure to and vest in Assignee, its successors and assigns, the property ratified or transferred herein; and that Assignor will execute any application for reissue, division, continuation, continuation-in-part, counterpart, renewal, reexamination, correction, substitute or extension of said Intellectual Property or any resulting patent or related property right. Assignor covenants and agrees that Assignor will at any time upon request communicate to the Assignee, its successors, assigns or other legal representatives any facts relating to the aforesaid Application and Intellectual Property known to him/her, and will testify as to the same in any interference, litigation, mediation, arbitration or other proceeding when requested to do so.

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6. <u>Confidentiality</u>. Assignor hereby covenants and agrees to maintain as confidential all non-public aspects and details of the **intellectual Property** unless and until such time as such aspects or details become publicly known through no fault of **Assignor**. Assignor agrees and understands that this obligation of confidentiality continues to exist regardless of whether Assignor is employed by **Assignee** or not. Assignor agrees and understands that this obligation of confidentiality is supplemental to all other obligations of confidence that **Assignor** may now or hereafter owe to **Assignee**.

7. <u>Assignee as Attorney-in-fact</u>. To the extent **Assignor** is unavailable, unable or unwilling to execute and/or deliver any instrument described in paragraph 5, **Assignor** hereby appoints each officer of **Assignee**, and specifically appoints Brian Welborn, Senior Products & Technology Counsel, as his/her/their limited attorney in fact for the sole and limited purpose of executing each such instrument or instruments.

8. <u>No Challenge</u>. Assignor hereby covenants and agrees that Assignor will never challenge or aid the challenge by another of the validity or enforceability of the Intellectual Property ratified or transferred hereunder.

9. <u>Choice of Law</u>. Assignor hereby covenants and agrees that the laws of the State of Texas shall control the interpretation and effect of this document and without application of that state's laws concerning conflict of law.

10. <u>Severability</u>. Assignor and Assignee hereby agree that this agreement is severable in the event one or more clauses, covenants or obligations set forth in this agreement are found to be invalid or unenforceable by a court of competent jurisdiction. Assignor and Assignee hereby agree that those clauses, covenants and obligations that are not found to be invalid or unenforceable shall be enforced as if the severed clause, covenant or obligation had never existed.

11. Legal Counsel ASSIGNOR UNDERSTANDS AND ACKNOWLEDGES THAT NEITHER IN-HOUSE LEGAL COUNSEL FOR ASSIGNEE NOR OUTSIDE LEGAL COUNSEL REPRESENTING ASSIGNEE CONCERNING THIS AGREEMENT OR THE INTELLECTUAL PROPERTY REFERENCED IN THIS AGREEMENT, REPRESENT THE INTERESTS OF ASSIGNOR, OR ANY OF THEM, CONCERNING THIS AGREEMENT OR THE INTELLECTUAL PROPERTY REFERENCED IN THIS AGREEMENT. ASSIGNOR FURTHER ACKNOWLEDGES AND AGREES THAT HE/SHE/THEY HAVE HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL OF HIS/HER/THEIR OWN CHOOSING AND AT HIS/HER/THEIR OWN COST CONCERNING THE EFFECT AND PURPOSE OF THIS AGREEMENT AND THE SCOPE OF THE RIGHTS TRANSFERRED HEREUNDER, AND THAT ASSIGNOR VOLUNTARILY AND WITHOUT RESERVATION OF ANY KIND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS STATED HEREIN.

IN WITNESS WHEREOF, Assignor have hereunto set his/her/their hand and seal.

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ASSIGNOR	*** NOTARIZATION IS PREFERRED, BUT NOT REQUIRED ***
\$ignature Don Q. Nguyen Name	STATE OF TEXAS
<u>11503 Springshire Dr.</u> Address <u>Houston, TX 7066</u> <u>27 Feb 15</u> Date of Execution	BEFORE ME, the undersigned authority, on this day personally appeared DON Q. NGUYEN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.
KIM GREGG Notary Public, State of Texc My Commission Expires August 03, 2018	GIVEN UNDER MY HAND and seal of office this 21 day of Feb., 2015. [NOTARY STAMP]
ASSIGNOR COLE Signature Carl E. Poteet Name	*** NOTARIZATION IS PREFERRED, BUT NOT REQUIRED *** STATE OF TEXAS
Address	BEFORE ME, the undersigned authority, on this day personally appeared CARL E. POTEET , known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.
KIM GREGG Notary Public, State of Texas My Commission Expires August 03, 2018	GIVEN UNDER MY HAND and seal of office this <u>25</u> day of <u>Mam</u> 2015. [NOTARY STAMP]
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ASSIGNOR		
Signature		

John F. Bradford Name

26 Gate Hill Drive Address

The Woodlands, TX 77381

Date of Execution

*** NOTARIZATION IS PREFERRED, BUT NOT REQUIRED ***

STATE OF TEXAS

9 9 9 9 COUNTY OF ____

BEFORE ME, the undersigned authority, on this day personally appeared JOHN F. BRADFORD, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this _____ day of _____, 2015.

[NOTARY STAMP]

ASSIGNOR

Signature

Eric C. Sullivan Name

Address

Date of Execution



ASSIGNOR

Signature

John F. Bradford Name

26 Gate Hill Drive Address

The Woodlands, TX 77381

Date of Execution

*** NOTARIZATION IS PREFERRED, BUT NOT REQUIRED ***

STATE OF TEXAS § § COUNTY OF MM §

BEFORE ME, the undersigned authority, on this day personally appeared **ERIC C. SULLIVAN**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 25 day of 26015.

[NOTARY STAMP]

§

§ §

*** NOTARIZATION IS PREFERRED, BUT NOT REQUIRED ***

STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared **JOHN F. BRADFORD**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this _____ day of _____, 2015.

[NOTARY STAMP]

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*** NOTARIZATION IS PREFERRED, BUT NOT REQUIRED *** ASSIGNOR locumon STATE OF TEXAS § COUNTY OF MOL Mark P. Blackman Name BEFORE ME. the undersigned 28714 Binefield Street authority, on this day personally appeared Address MARK P. BLACKMAN, known to me to be the person whose name is subscribed to the Spring, TX 77386 foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. GIVEN UNDER MY, HAND and seal of office this 27 day of FUD, 2015. KIM GREGG Notary Public, State of Texas [NOTARY STAMP] My Commission Expires August 03, 2018 *** NOTARIZATION IS PREFERRED, BUT NOT REQUIRED *** ASSIGNOR STATE OF TEXAS Signatúre § COUNTY OF MAN Alan J. Massey Name ME, the undersigned BEFORE 8103 Dorrcrest authority, on this day personally appeared Address ALAN J. MASSEY, known to me to be the person whose name is subscribed to the Houston, TX 77070 foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Date of Execution GIVEN UNDER MY HAND and seal of office this the day of the 2015. KIM GREGG Notary Public, State of Texas My Commission Expires [NOTARY STAMP] August 03, 2018

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٨	ASSIGNOR	
In	LKS	
	Signature	

Gregory L. Ricks Name

31319	Brighton	Brook	Lane
Address			

Spring, TX 77386

3

Date of Execution



*** NOTARIZATION IS PREFERRED, BUT NOT REQUIRED ***

STATE OF TEXAS § ş COUNTY OF Monthson by

BEFORE ME, the undersigned authority, on this day personally appeared **GREGORY L. RICKS**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 25 day of Market 2015.

[NOTARY STAMP]

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RECORDED: 03/26/2015