PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

CONVEYING PARTY DATA

Name	Execution Date	
TERENCE BORST	08/14/2015	

RECEIVING PARTY DATA

Name:	DUDLEY J PERIO JR.
Street Address:	3613 APACHE FOREST DR.
City:	AUSTIN
State/Country:	TEXAS
Postal Code:	78739

PROPERTY NUMBERS Total: 2

Property Type	Number	
Application Number:	60607739	
Patent Number:	7353873	

CORRESPONDENCE DATA

Fax Number: (713)951-5660

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: 713-951-5600

Email: ipdocketing@strasburger.com,john.tang@strasburger.com,jose.medrano@strasburge

Correspondent Name: STRASBURGER & PRICE / JOHN A. TANG

Address Line 1: 909 FANNIN STREET

Address Line 2: SUITE 2300

Address Line 4: HOUSTON, TEXAS 77010

ATTORNEY DOCKET NUMBER:	35672.0102
NAME OF SUBMITTER:	JOSE MEDRANO
SIGNATURE:	/Jose Medrano/
DATE SIGNED:	08/28/2015

Total Attachments: 4

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> PATENT REEL: 036451 FRAME: 0765

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PATENT ASSIGNMENT AGREEMENT

Λ	This	PATENT	ASSIGNMENT	AGREEMENT	("Patent	Assignment"),	dated	as	of
Hug	12	, 2015, is	s made by TERE	NCE BORST, (soi	metimes kn	own as TERRY	BORST	, a U	J.S.
citizen	resid	ing at	PI.		"ASSIGN	OR") in favor of	of DUD	LEY	J.
PERIO, JR., a U.S. citizen residing at 3613 MACHE FOREST DE. ABOUT TEXAS ("ASSIGNEE").									
				*		70729			

WHEREAS, in meeting minutes of Tubing Protection Limited held on July 24, 2009 ("Meeting Minutes"), Tubing Protection Limited and Assignor agreed to release all asset, U.S. Patent number 7353875, patent application number 20080202756 and all rights to a magnetic subs and all foreign filings to Jerry Noles and/or Assignee;

WHEREAS, Assignor wishes to memorialize the release from Assignor effective July 24, 2009, to assign all of Assignor's right, title and interest in and to the Assigned Patents (as defined herein);

WHEREAS, Assignee wishes to obtain all of Assignor's right, title and interest in and to the Assigned Patents.

NOW THEREFORE, the parties agree as follows:

- 1. <u>Assignment.</u> In consideration as identified in the Meeting Minutes and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective July 24, 2009 (the "Effective Date"), Assignor hereby irrevocably conveys, transfers and assigns to Assignee, its successors and assigns, and Assignee hereby accepts, all of Assignor's right, title and interest in, to and under the following (the "Assigned Patents"):
- (a) the patents and patent applications listed in Schedule 1 hereto, all patents that issue from such patent applications, and all continuations, continuations-in-part, divisionals, extensions, substitutions, reissues, re-examinations and renewals, of any of the foregoing, and any patents or patent applications from which any of them claim priority or that claim priority from any of them, and all inventions disclosed in any of the foregoing (the "Patents");
- (b) all rights, privileges and protections of any kind whatsoever of Assignor accruing under any of the Patents provided under the applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, including, but not limited to, the right to file foreign patent applications and license recordations; and
- (c) any and all claims and causes of action, with respect to any of the Patents, whether accruing before, on or after the Effective Date, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to petition or sue for, or otherwise seek, such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. <u>Recordation and Further Actions</u>. Assignor authorizes the Commissioner for Patents for the USPTO and the appropriate officers of the USPTO and all other jurisdictions in which any of the Patents

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PATENT REEL: 036451 FRAME: 0766 are or may be recorded, registered or pending, to record and register this Patent Assignment upon request by Assignee. From time to time after the Effective Date, Assignor shall execute any and all documents, including assignments, transfers and related powers of attorney, and take all other further actions as reasonably requested by Assignee to effect the transfers set forth in this Patent Assignment and ensure that all of Assignor's right, title and interest in and to the Patents, and all registrations and recordations thereof, are properly assigned to Assignee, its successors and assigns in accordance with this Patent Assignment.

- 3. <u>Representations and Warranties</u>. Assignor hereby represents and warrants to Assignee that, as of the Effective Date:
- (a) to Assignor's knowledge, the Patents are valid and enforceable by Assignor in all applicable jurisdictions, and are not subject to any threat or claim to the contrary. Assignor owns all right, title and interest in and to the Patents, and the inventions and improvements disclosed therein, free and clear of liens, security interests and other encumbrances. Assignor is in full compliance with all legal requirements applicable to the Patents and Assignor's ownership and use thereof.
- (b) Assignor possesses, and has the full right, power and authority to assign and transfer to Assignee all of Assignor's right, title and interest in and to the Assigned Patents;
- (c) to Assignor's knowledge, (i) no person has infringed, misappropriated or otherwise violated, or is infringing, misappropriating or otherwise violating, any of the Patents; and (ii) the practice of the Patents does not and will not infringe, misappropriate, dilute or otherwise violate the intellectual property or other rights of any third party or violate any applicable regulation or law.
- 4. <u>Indemnification</u>. Assignor shall defend, indemnify and hold harmless Assignee, its affiliates and their respective shareholders, directors, officers and employees from and against all claims, judgments, damages, liabilities, settlements, losses, costs and expenses, including attorneys' fees and disbursements, arising from or relating to any breach by Assignor of its representations, warranties or other obligations hereunder.

5. General.

- (a) Entire Agreement. This Patent Assignment, together with all related exhibits and schedules, constitute the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.
- (b) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- (c) Governing Law. All matters arising out of or relating to this Patent Assignment shall be governed by and construed in accordance with the laws of the United States and the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

(d) Counterparts. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Patent Assignment as of the first identified date of this Patent Assignment.

ASSIGNOR	10
By:	Moone
Name: Tereno	e Borst

WITNESS 1 WITNESS 2

Name (printed):	Name (printed):	Les	Jonas
Address: PI.	Address	PI.	

ASSIGNEE

Name: Dudley J. Perio, Jr.

ACKNOWLEDGMENT

STATE OF TEXAS)
)SS.

Notary Public

COUNTY OF TRAVIS

On the Hay of ______, 2015, before me personally appeared Dudley J. Perio, Jr., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same far the purposes and consideration therein expressed

me that he executed the same for the purposes and consideration therein expressed.

Notary Public

Printed Name: KAREN STONE

My Commission Expires:

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

COUNTRY	APP. NO.	FILING DATE	PAT. NO.	ISSUE DATE
PCT	PCT/US2005/0318	57	9/7/2005	
AUSTRALIA	2005282419	3/6/2007		
CANADA	2579582	3/7/2007		
CHINA	200580036661.9	9/7/2005		
EUROPEAN UNION	2005807406	3/6/2007	EP1787005	4/15/2009
GERMANY	DE200560013976	9/7/2005	DE602005013976	5/28/2009
INDIA	967/CHENP/2007	3/7/2007		
MEXICO	MX/A/2007/00279	13/7/2007		
NEW ZEALAND		3/7/2007	553666	12/10/2009
RUSSIA	2007112831	4/9/2007		
SOUTH KOREA	1020077007909	4/6/2007		
UNITED STATES	60607739	9/7/2004		
UNITED STATES	11221677	9/7/2005	7353873	4/8/2008