# 503491730 09/23/2015

# PATENT ASSIGNMENT COVER SHEET

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| SUBMISSION TYPE:      | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT     |

#### **CONVEYING PARTY DATA**

| Name         | Execution Date |
|--------------|----------------|
| KIM R. SMITH | 09/22/2015     |

## **RECEIVING PARTY DATA**

| Name:           | SIERRA DUST CONTROL, LLC |  |
|-----------------|--------------------------|--|
| Street Address: | 8590 HWY 43 EAST         |  |
| City:           | ТАТИМ                    |  |
| State/Country:  | TEXAS                    |  |
| Postal Code:    | 75691                    |  |

#### **PROPERTY NUMBERS Total: 1**

| Property Type       | Number   |
|---------------------|----------|
| Application Number: | 14862354 |

#### **CORRESPONDENCE DATA**

Fax Number:

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.

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| ATTORNEY DOCKET NUMBER: | 519825.000008     |  |
|-------------------------|-------------------|--|
| NAME OF SUBMITTER:      | JAMES J. MURPHY   |  |
| SIGNATURE:              | /James J. Murphy/ |  |
| DATE SIGNED:            | 09/23/2015        |  |

**Total Attachments: 2** 

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PATENT 503491730 REEL: 036633 FRAME: 0118

## ASSIGNMENT

WHEREAS, the undersigned,

1. SMITH, Kim R., having a residence address of 1155 E. Johnson St., Tatum, Texas 75691, United States of America

has invented certain new and useful improvements in:

# SYSTEMS AND METHODS FOR CONTROLLING SILICA DUST DURING HYDRAULIC FRACTURING OPERATIONS

being disclosed in a Non-Provisional Application for United States Patent, being filed concurrently herewith, which is a continuation of United States Patent Application Serial No. 14/527,868, filed October 30, 2014, which is a divisional of United States Patent Application Serial No. 14/178,782, filed February 12, 2014, which is a continuation of United States Patent Application Serial Number 13/769,456, filed February 18, 2013.

WHEREAS Sierra Dust Control, LLC, (hereinafter termed "Assignee"), having a principal business address at 8590 Hwy 43 East, Tatum, Texas 75691 wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW, THEREFORE, for good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

- 1. Said Inventor does hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply to any and all countries of the world for patents, governmental grants on said invention, including the right-to-apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.
- 2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in

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the United States and other countries. Such cooperation shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions, provided, however, that the expenses incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

- 3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor.
- 4. Said Inventor hereby warrants and represents that he has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed and delivered this instrument to said Assignee on the data given below.

| Dated: <u>9/22/15</u> | Sim R. Smith |
|-----------------------|--------------|
|-----------------------|--------------|

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RECORDED: 09/23/2015