503514266 10/07/2015

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3560892

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
PATRIOT ARTIFICIAL LIFT LLC	09/22/2015

RECEIVING PARTY DATA

Name:	THREE RIVERS RESOURCES, L.P.
Street Address:	211 STUBBLEFIELD LAKE ROAD
City:	HUNTSVILLE
State/Country:	TEXAS
Postal Code:	77340

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	6148923

CORRESPONDENCE DATA

Fax Number: (713)650-2400

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: 713-650-2778

Email:hehrlich@winstead.comCorrespondent Name:HENRY L EHRLICHAddress Line 1:P.O. BOX 131851

Address Line 4: DALLAS, TEXAS 75313

ATTORNEY DOCKET NUMBER:	43300-G99999
NAME OF SUBMITTER:	HENRY L EHRLICH
SIGNATURE:	/Henry L Ehrlich/
DATE SIGNED:	10/07/2015

Total Attachments: 4

source=Assgmnt6148923#page1.tif source=Assgmnt6148923#page2.tif source=Assgmnt6148923#page3.tif source=Assgmnt6148923#page4.tif

PATENT 503514266 REEL: 036752 FRAME: 0368

ASSIGNMENT OF INTELLECTUAL PROPERTY

WHEREAS, **Patriot Artificial Lift LLC**, a Texas limited liability company, hereafter "**Assignor**," owns rights to certain new and useful methods, devices, and/or systems that is disclosed, taught, and/or claimed in the patent described below (the "**Patent**"); and

COUNTRY	APPLICATION	PATENT DATE	TITLE
	NO.	(DATE OF	
		APPLICATION)	
US	6,148,923	November 21, 2000	Auto-Cycling Plunger and Method for
		(December 23, 1998)	Auto-Cycling Plunger Lift

WHEREAS, **Three Rivers Resource**, **L.P.**, a Texas limited partnership, hereafter "**Assignee**," is desirous of acquiring the entire and exclusive right, title and interest in and to, and possession of, the subject matter disclosed and claimed in the **Patent**, including any tangible materials, know-how and trade secrets related thereto (hereafter, collectively, the "**Inventions**"); and the entire and exclusive right, title, interest in and to, and possession of, the **Patent**, including rights to claim priority thereto (hereafter, collectively, the "**Intellectual Property**").

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Assignor** does hereby assign, transfer and 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**, including without limitation, the right to file and prosecute applications for patent in the name of **Assignee** and/or **Assignor**; all income, royalties, damages and payments now or hereafter due or payable with respect to any patent or other right that is based on the **Intellectual Property**; and in and to all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned hereunder, as fully and entirely as the same would have been held and enjoyed by **Assignor** if this transfer and assignment had not been made;

AND **Assignor** hereby authorizes and requests the appropriate governmental officials to issue any and all such patents or related property right assigned hereunder or record the assigned rights on such, to **Assignee**, as the owner of the entire and exclusive right, title and interest in and to the same;

AND **Assignor** hereby represents, warrants and covenants that it has the full right to convey the interest herein assigned, that it has not executed and will not execute any agreement, instrument or assignment in conflict herewith, and that the rights assigned herein are not otherwise encumbered by any grant, license or right;

AND Assignor further covenants and agrees that Assignor will at any time upon request

HOU:0026489/00003:1803345v6

make, execute and deliver without further compensation, any and all other instruments in writing, including further applications, papers, affidavits, power of attorney, assignments, and other documents, and do all lawful acts and things, which, in the opinion of counsel for **Assignee**, its successors and assigns, may be required or necessary more effectively to secure to and vest in **Assignee**, its successors and assigns the **Intellectual Property**, and that **Assignor** will sign any applications for reissue, division, continuation, continuation-in-part, counterpart, renewal, reexamination, substitute or extension of said **Patent** or any resulting patent or related property right;

AND **Assignor** further 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 **Inventions**, **Patent**, and **Intellectual Property** known to it, and will testify as to the same in any interference, litigation, mediation, arbitration or other proceeding when requested to do so.

[Signature Page Follows]

PATENT REEL: 036752 FRAME: 0370

IN WITNESS WHEREOF, Assignor and Assignee have hereunto set their signature.

Assignor Patriot Artificial Lift LLC	State of Texas §	
By: 1111 2	County of HAVYS §	
Name: Mike Scott Title: Manager	BEFORE ME, the undersigned authority, on this day personally appeared Mike Scott, the Manager of Patriot	
	Artificial Lift LLC, on behalf of said limited liability company, 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	
Somboulour 22 2015	purposes and consideration therein expressed.	
September 22, 2015 Date of Execution	GIVEN UNDER MY HAND and seal of office this	
CASA DAWN COLLINS Notory Public, Stote of Toxos Ny Construsion Excites May 15, 2019	Notary Publik	
Assignee	*	
Three Rivers Resource, L.P.		
,	State of Texas §	
By: Pro-Seal Lift, Inc., its General Partner	County of §	
By:		
Name: Dan Casey Title: President	BEFORE ME, the undersigned authority, on this day personally appeared Dan Casey, the President of Pro-Seal Lift, Inc., the general partner of Three Rivers Resource, L.P., on behalf of said limited partnership, 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	
Date of Execution	consideration therein expressed.	
	GIVEN UNDER MY HAND and seal of office this	
	day of, 2015.	
	Notary Public	

[Signature Page to Assignment of Intellectual Property - Patriot Artificial Lift LLC to Three Rivers Resource, L.P.]

IN WITNESS WHEREOF, Assignor and Assignee have hereunto set their signature.

Assignor	Chair at Paris	0
Patriot Artificial Lift LLC	State of Texas	\$ \$
By:	County of	§
Name: Mike Scott		
Title: Manager	BEFORE ME, the undersigned authority, on this day personally appeared Mike Scott, the Manager of Patriot Artificial Lift LLC, on behalf of said limited liability company, 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.	
Date of Execution	GIVEN UNDER MY HAND and sea day of, 201	
	Notary Public	
Assignee		
Three Rivers Resource, L.P.	State of Texas	8
By: Pro-Seal Lift, Inc., its General Partner By:	County of Walley	\$ \$ \$
Name: Dan Casey	BEFORE ME, the undersigned author	ity, on this day
Title: President 7-22-/ Date of Execution	personally appeared Dan Casey, the President of Pro- Seal Lift, Inc., the general partner of Three Rivers Resource, L.P., on behalf of said limited partnership, 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 :	
S. PEGODA Notary Public STATE OF TEXAS My Comm. Exp. Jurie 11, 2018	Notary Public	

[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY - PATRIOT ARTIFICIAL LIFT LLC TO THREE RIVERS RESOURCE, L.P.]