# 503611206 12/15/2015

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3657837

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
TONG PETROTECH INC	10/30/2014

### **RECEIVING PARTY DATA**

Name:	TONG PETROTECH INC
Street Address:	1718 FRY ROAD
Internal Address:	SUITE 210
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77084
Name:	TONG OIL TOOLS CO., LTD
Street Address:	NO. 70 KEJI ROAD, HIGH-TECH DEVELOPMENT ZONE
Street Address: Internal Address:	NO. 70 KEJI ROAD, HIGH-TECH DEVELOPMENT ZONE SUITE D301, TANGYUE BUILDING
	,
Internal Address:	SUITE D301, TANGYUE BUILDING

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

Property Type	Number
Application Number:	14580750

### CORRESPONDENCE DATA

503611206

**Fax Number:** (718)357-8615

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:** 7187991000

Email: chank@kitchanlaw.com

Correspondent Name: LAW OFFICES OF ALBERT WAI-KIT CHAN, PLLC

Address Line 1: 141-07 20TH AVENUE
Address Line 2: SUITE 604 WORLD PLAZA

Address Line 4: WHITESTONE, NEW YORK 11357

**ATTORNEY DOCKET NUMBER:** 1656-A-PCT-US

NAME OF SUBMITTER: ALBERT WAI-KIT CHAN

SIGNATURE:	/ALBERT WAI-KIT CHAN/
DATE SIGNED:	12/15/2015
Total Attachments: 3 source=Assignment (US to CN)#page1.tif source=Assignment (US to CN)#page2.tif source=Assignment (US to CN)#page3.tif	

## ASSIGNMENT

In consideration of the mutual covenants herein contained and other good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, we, the undersigned,

Tong Petrotech Inc, a corporation of United States of America having a place of business at 1718 FRY ROAD, SUITE 210, HOUSTON TEXAS;

Hereby sell, assign and transfer to **Tong Oil Tools Co., Ltd** a corporation of **China**, having a place of business at **Suite D301 Tangyue Building, No. 70 Keji 2<sup>nd</sup> Road, High-Tech Development <b>Zone, Xi'an, Shaanxi 710075,** and to its successors and assigns (hereinafter referred to collectively as "ASSIGNEE") an undivided interest of 50% of the entire right, title and interest for all countries of the world, in and to any of the following:

- (1) any and all inventions and discoveries which are disclosed and claimed, and any and all inventions and discoveries which are disclosed but not claimed in the patent application entitled **A STRUCTURE FOR GUNPOWDER CHARGE IN MULTI-FRAC COMPOSITE PERFORATING DEVICES**, International Application No. PCT/US2012/69606, filed December 14, 2012;
- (2) the application(s) identified in paragraph (1), and all applications claiming priority from such application(s), directly or indirectly, including but not limited to, all national stages of any international patent application(s);
- (3) the right to file patent, utility model, or other applications on any invention or discovery disclosed in any of the applications identified in paragraphs (1) or (2) in all countries and regions, and the right to file any patent, utility model, or other applications in all countries and regions claiming the priority of any of the applications identified in paragraphs (1) or (2), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;
- (4) all divisional, continuation, continuation-in-part, substitute, renewal, reissue, and reexamination of any United States patent application(s), international patent application(s), any national stages of said international application(s), and all other applications for patent or other related property rights in any and all countries which have been or shall be filed on any of the inventions and discoveries disclosed in any of the applications of foregoing paragraphs (1) to (2);
- (5) all original and reissued patents, renewals and extensions of said patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances that issue from any of the applications referred to herein, and all rights and remedies associated therewith including the right to sue for and recover past damages and to recover under any law permitting remedies for infringement prior to issuance of the patent;
- (6) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of any item in any of the foregoing paragraphs (1) through (5), including, without limitation, all causes of action and other enforcement

rights for (i) damages, (ii) injunctive relief, and (iii) any other remedies of any kind for past, current, and future infringement; and

(7) all rights to collect royalties and other payments under or on account of any item in any of the foregoing paragraphs (1) through (6).

We hereby authorize the Commissioner of Patents of the United States, and other Patent Offices to issue to said ASSIGNEE in accordance with this Assignment any and all patents on the inventions disclosed in the applications referred herein.

We hereby agree that I/we will, at any time, upon the request, but at the expense of the ASSIGNEE or its legal representatives, (i) execute all divisional, continuation, continuation-in-part, substitute, renewal, reissue, reexamination, and all other patent applications or other documents on any and all of the foregoing inventions and discoveries for the United States and all other countries; (ii) execute all rightful oaths, assignments, powers of attorney and other papers; (iii) communicate to said ASSIGNEE and its legal representatives all facts known and documents available to the undersigned relating to the foregoing inventions and the history thereof; (iv) testify in all legal proceedings, and generally do everything possible which the ASSIGNEE and its legal representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for the foregoing inventions and for vesting title to said inventions and all applications for patents or related foreign rights and all patents on said inventions, in said ASSIGNEE.

We hereby covenant with said ASSIGNEE that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

We hereby authorize ASSIGNEE or its representatives to insert in paragraph (1) of this Assignment the filing date(s) and Application Number(s) of said patent, utility model, or other application(s) when notified thereof.

Should any provision of this Assignment be deemed invalid or unenforceable by reason of any law, statute, regulation or judgment, existing now or in the future in any jurisdiction, such provision shall be modified in such jurisdiction so as to nearly approximate the intent of the Parties. If this cannot be done, such invalid or unenforceable provision shall be divisible and be deleted in any such jurisdiction, and all other provisions shall remain in full force and effect. The modification or deletion of any provision in one jurisdiction shall have no effect on this Assignment in any other jurisdiction.

Dkt. #1656-PCT

	Assignment
	Assignor: (Signature of authorized person)  Page 3  HAVE
	Guoan ZHANG (Printed name of authorized person)
Date:Oct. 30 , 2014	<u>Chairman, Tong Petrotech Inc</u> (Title of authorized person)
Witness: Shuning S	hy
(signature)	
Shuning Shu	
(printed name of witness)	
Suite D301 Tangyue Building, No. 70	
Keji 2 <sup>nd</sup> Road, High-Tech Development	
Zone, Xi'an, Shaanxi 710075	
(address of witness)	
	Assignee: What was a straight of authorized person)  Guoan ZHANG (Printed name of authorized person)
	<u>Chairman, Tong Oil Tools Co., Ltd</u> (Title of authorized person)
Date: Oct. 30 , 2014	(Title of authorized person)
Witness: A Shuning Shu (signature)	
Shuning Shu	
(printed name of witness)	
Suite D301 Tangyue Building, No. 70	
Keji 2 <sup>nd</sup> Road, High-Tech Development	
Zone, Xi'an, Shaanxi 710075	
(address of witness)	

**RECORDED: 12/15/2015**