

## PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	JOHN M. RAGLIN	09/19/2013
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	SPIRIT GLOBAL ENERGY SOLUTIONS, INC.	
<b>Street Address:</b>	P.O. BOX 8529	
<b>City:</b>	MIDLAND	
<b>State/Country:</b>	TEXAS	
<b>Postal Code:</b>	79708	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	14606530
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(720)562-5519	
<i>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.</i>		
<b>Phone:</b>	(720)562-5500	
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<b>Correspondent Name:</b>	MARSH FISCHMANN & BREYFOGLE LLP	
<b>Address Line 1:</b>	8055 EAST TUFTS AVENUE	
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<b>Address Line 4:</b>	DENVER, COLORADO 80237	
<b>ATTORNEY DOCKET NUMBER:</b>	51235-00015	
<b>NAME OF SUBMITTER:</b>	TARYN WARD	
<b>SIGNATURE:</b>	/Taryn Ward/	
<b>DATE SIGNED:</b>	06/28/2017	
<b>Total Attachments: 11</b>		
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## EMPLOYMENT AGREEMENT

**THIS EMPLOYMENT AGREEMENT** (this "**Agreement**") is made and entered into as of the 19<sup>th</sup> day of September, 2013 (the "**Effective Date**"), by and between Spirit Global Energy Solutions, Inc., a Delaware corporation (the "**Company**"), and John M. Raglin ("**Employee**").

### RECITAL

The Company desires to retain the services of Employee, and Employee desires to be employed by the Company, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of (a) the payments to Employee pursuant to the Stock Purchase Agreement of even date herewith (the "**SPA**"), by and among Dover Energy, Inc., a Delaware corporation, the stockholders ("**Sellers**") of the Company, and Employee, as the representative of Sellers, (b) Employee's continued employment by the Company, and (c) the compensation paid to Employee and severance eligibility, other agreements contained herein, and for other good and valuable consideration receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. **Employment.** The Company hereby employs Employee, and Employee hereby agrees to serve as an employee of the Company, on the terms and conditions described herein. Employee shall serve in the capacity of Vice President & Managing Director. Employee agrees to perform such services as shall from time to time be assigned to Employee by Senior Vice President Surface Equipment and Automation – Norris Production Solutions. Employee further agrees to use Employee's best efforts to promote the interests of the Company and to devote Employee's full time and attention to the business and affairs of the Company.

2. **Term of Employment.** The employment of Employee with the Company under this Agreement shall be for the period commencing on the Effective Date and ending three years thereafter (the "**Term of Employment**"), unless earlier terminated (a) upon the death of Employee, (b) at the option of the Company upon 30 days' prior written notice to Employee, in the event of the material inability of Employee to perform Employee's duties hereunder, whether by reason of injury (physical or mental), illness or otherwise, incapacitating Employee for a continuous period exceeding 60 days, (c) upon the discharge of Employee by the Company for Cause (as defined in Section 4(c)), or (d) upon the discharge of Employee by the Company without Cause, subject to the severance payment described in Section 4.

3. **Compensation.**

(a) **Base Salary.** For all services to be performed by Employee hereunder, the Company shall pay to Employee an annual base salary of [REDACTED] Employee's base salary will be reviewed by the Company on an annual basis, and the first review will be 12 months after the Effective Date. Any changes to the base salary resulting from the review will be effective on the first day of the month following the review.

(b) **Annual Performance Bonus.** Employee will be eligible to participate in the Company's annual bonus plan in accordance with its terms and conditions. Employee's

initial target bonus will be 25% of base salary. The Company's annual bonus plan is discretionary and is based upon Company's performance and Employee's individual performance.

(c) **Benefit Plans.** Employee shall be eligible to participate in the employee benefits offered by the Company to its eligible employees, in accordance with the then existing policies and procedures of the Company relating to employee benefits.

(d) **Vacations and Holidays.** Employee shall be eligible for all recognized Company holidays and shall accrue three weeks of vacation per calendar year during the Term of Employment. After the Term of Employment, employee shall be eligible for four weeks of vacation per calendar year while Employee remains employed by the Company. Vacation time shall accrue and be used in accordance with the Company's then existing policy. Unused vacation time shall not carry over or be subject to compensation.

(e) **Timing of Payments and Deductions.** Salary payments to Employee shall be in appropriate installments to conform with the Company's regular payroll dates. All compensation to Employee shall be subject to normal deductions therefrom, including federal and state taxes, social security and other withholding items. All payments, eligibility for benefits and similar items referred to in this Section 3 shall begin to accrue on the Effective Date.

#### 4. **Termination and Obligations of the Company upon Termination.**

(a) Employee's employment hereunder is "at will" and, therefore, either Employee or the Company may terminate the employment relationship at any time, for any reason or no reason, with or without notice, subject Section 2 and 4. Upon the termination of Employee's employment with the Company, the Company shall pay to Employee any earned but unpaid annual base salary during the Term of Employment through the date of such termination, and the Company shall have no further obligations to Employee except to the extent otherwise provided in this Section 4. The rights of Employee upon termination under any benefit plans shall be in accordance with the terms of such plans, provided that, if Employee voluntarily terminates Employee's employment with the Company or if such employment is terminated by the Company for Cause, such rights shall terminate immediately to the extent permitted by law.

(b) Upon termination without Cause of Employee's employment at any time during the Term of Employment, Employee shall be eligible to receive (so long as Employee is not in breach of this Agreement) an amount equal to two weeks of prorated annual base salary (in effect immediately prior to the termination of employment) for each completed full calendar year of service up to a maximum of 12 months ("**Severance Pay**"), provided that Employee signs and does not revoke a release of claims as designated by the Company; and provided further that no such payment shall be due if termination is due to death, disability, Cause or voluntary termination. Such Severance Pay shall be paid in installments at the regular payroll date of the Company over a period of the same number of weeks of prorated annual base salary used to determine the amount of the severance payment.

(c) This Agreement and Employee's employment may be immediately terminated by the Company at any time for Cause, upon written notice to Employee. If Employee is terminated for Cause, Employee shall not be eligible to receive any Severance Pay, compensation or other benefits for any period after the date of termination. For purposes of this Agreement, the term "**Cause**" shall mean: personal dishonesty, insubordination, failure to perform stated duties, failure to adhere to Company policies (including without limitation those governing drug and alcohol use and testing), willful misconduct or breach of fiduciary duty involving personal profit, willful violation of any law (other than traffic violations or similar offenses) or final cease and desist order, or material breach of any provision of this Agreement.

**5. Noncompetition; Intellectual Property; Confidentiality; Diversion of Employees or Customers.**

(a) **Noncompetition.** Employee agrees that Employee will not directly or indirectly, during the Term of Employment and, in consideration of the payments provided for herein, during the period of two years immediately following the voluntary or involuntary termination of Employee's employment with the Company, or the period ending three years after the date of the SPA, whichever is later, engage or invest in, own, manage, operate, finance, control or participate in the ownership, management, operation, financing, or control of, be employed by, associated with, or in any manner connected with, lend Employee's name or any similar name to, or render services or advice to, any business whose products or activities compete in whole or in part in any location with the products or activities of the Company; provided, however, that Employee may purchase or otherwise acquire up to one percent (1%) or less of the equity securities of any business, which securities are listed on any national securities exchange or authorized for quotation on the Automated Quotations System of the National Association of Securities Dealers, Inc., as long as Employee has no other business relationship, direct or indirect, with the issuer of such securities.

(b) **Intellectual Property.** During Employee's employment with the Company, Employee shall disclose to the Company all ideas, products, inventions and business plans developed by Employee during such period which arise in connection with the services to be provided pursuant to this Agreement, and which relate to the business of the Company or its affiliates, including without limitation any process, operation, product or improvement which may be patentable or copyrightable. Employee agrees that such will be the property of the Company and that Employee will at the Company's request and cost do whatever is necessary to secure the rights thereto by patent, copyright or otherwise to the Company.

(c) **Confidentiality.** Employee agrees that Employee will not divulge to anyone (other than the Company or any persons employed or designated by the Company) any knowledge or information of any type whatsoever of a confidential nature relating to the business of the Company or any of its subsidiaries or affiliates, including without limitation all types of trade secrets (unless readily ascertainable from public or published information or trade sources). Employee further agrees not to at any time

disclose, publish or make use of any such knowledge or information of a confidential nature without the prior written consent of the Company.

(d) **Diversion of Employees or Customers.** Employee agrees that during the two year period immediately following the voluntary or involuntary termination of Employee's employment with the Company, Employee shall not in any manner, directly or indirectly:

(i) Entice, encourage or influence, or attempt to entice, encourage or influence, anyone who is an employee of the Company at the time of such termination to quit or leave the employment of the Company; or

(ii) Solicit, induce or attempt to induce any person or entity who is a customer of the Company at the time of such termination to cease being a customer of the Company or divert or take away, or attempt to divert or take away, from the Company the business or patronage of such customers.

Employee recognizes that during Term of Employment, the taking of any of the actions referred to in clause (i) or (ii) above as to the employees or customers of the Company during such period would be adverse to the interests of the Company and agrees that Employee shall not take any such action.

The provisions of this Section 5 shall survive the termination of this Agreement and shall be binding on Employee as long as Employee remains employed by the Company (including following the Term of Employment) and for the period thereafter specified above.

#### 6. **Code Section 409A.**

(a) **Compliance.** The parties intend this Agreement to comply with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "**Code**"), and the Department of Treasury Regulations and other interpretive guidance issued thereunder ("**Section 409A**") or to be excepted from Section 409A, as the case may be.

(b) **Certain Payments Due on a Termination of Employment.** Notwithstanding anything in the Agreement to the contrary, the payment (or commencement of a series of payments) under the Agreement of any nonqualified deferred compensation (within the meaning of Section 409A) upon a termination of employment shall be delayed until such time as Employee has also undergone a "separation from service" as defined in Treas. Reg. § 1.409A-1(h), at which time such nonqualified deferred compensation (calculated as of the date of Employee's termination of employment under this Agreement) shall be paid (or commence to be paid) to Employee on the schedule set forth in this Agreement as if Employee had undergone such termination of employment (under the same circumstances) on the date of Employee's ultimate "separation from service."

(c) **Payments in Installments.** To the extent that the Agreement provides for any payments of nonqualified deferred compensation (within the meaning of Section 409A) to be made in installments (including without limitation any severance payments), each such installment shall be deemed to be a separate and distinct payment for purposes of Section 409A.

(d) **Delay of Certain Payments for Specified Employees.** Notwithstanding anything herein to the contrary, if Employee is deemed at the time of Employee's separation from service to be a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Code, to the extent delayed commencement of any portion of the termination benefits to which Employee is entitled under this Agreement (after taking into account all exclusions applicable to such termination benefits under Section 409A, including, without limitation, exclusions for separate installment payments and exclusions under Section 1.409A-1(b)(9)(iii) of the Department of Treasury Regulations) is required in order to avoid a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code, any such payment of nonqualified deferred compensation (within the meaning of Section 409A) that is otherwise required to be made under the Agreement to Employee upon Employee's separation from service shall be delayed for such period of time as may be necessary to meet the requirements of Section 409A(a)(2)(B)(i) of the Code (the "**Delay Period**"). On the first business day following the expiration of the Delay Period, Employee shall be paid, in a single cash lump sum, an amount equal to the aggregate amount of all payments delayed pursuant to the preceding sentence, and any remaining payments not so delayed shall continue to be paid pursuant to the payment schedule set forth herein.

(e) **Further Changes for Section 409A Compliance.** Notwithstanding any provision of the Agreement to the contrary, in the event that the Company determines that any amounts payable pursuant to this Agreement will be immediately taxable to Employee under Section 409A, the Company reserves the right (without any obligation to do so or to indemnify Employee for failure to do so) to (i) adopt such amendments to this Agreement and appropriate policies and procedures, including amendments and policies with retroactive effect, the Company determines to be necessary or appropriate to preserve the intended tax treatment of the benefits provided by this Agreement, to preserve the economic benefits of this Agreement and to avoid less favorable accounting or tax consequences for the Company and/or (ii) take such other actions as the Company determines to be necessary or appropriate to exempt the amounts payable hereunder from Section 409A or to comply with the requirements of Section 409A and thereby avoid the imposition of taxes or penalties on Employee under Section 409A. In no event whatsoever shall the Company or any of its affiliates be liable for any additional tax, interest, or penalties that may be imposed on Employee by Section 409A or any damages for failing to comply with Section 409A, other than for withholding obligations or other obligations applicable to employers, if any, under Section 409A.

7. **Code Section 280G.** If Section 280G of the Code should apply to any amounts payable pursuant to this Agreement, and if Employee is a "**Disqualified Individual**" and any amounts payable to Employee include an "**Excess Parachute Payment**," taking into account payments under this Agreement and otherwise, the amounts payable shall be reduced to the

maximum amount that does not include an Excess Parachute Payment. The terms “**Disqualified Individual**” and “**Excess Parachute Payment**” shall have the same meanings as under Code Section 280G.

8. **Attorneys’ Fees.** In the event of any suit or proceeding brought to enforce any of the provisions of this Agreement, each party will be responsible for its respective attorney fees.

9. **Notices.** All notices, requests, demands, claims and other communications required or permitted to be given hereunder shall be in writing and shall be sent by (a) personal delivery (effective upon delivery), (b) facsimile or portable document format (.pdf) (effective on the next day after transmission), (c) registered or certified mail, return receipt requested and postage prepaid (effective on the third day after being so mailed), or (d) overnight courier service (effective when receipted for), in each case addressed to the intended recipient as set forth below:

If to Company:

Norris Production Solutions  
1585 Sawdust Road, Suite 210  
The Woodlands, Texas 77380  
Attention: Dan Newman  
Facsimile: (281) 403-5746  
Email: dnewman@npsdover.com

If to Employee:

John M. Raglin  
4206 Gleneagles Drive  
Midland, Texas 79707  
Email: mattraglin1234@gmail.com

Either party may change such party’s address for receiving notices by giving written notice of such change to the other party in accordance with this Section 9.

10. **Governing Law.** This Agreement shall be construed, and its enforceability and the relationship of the parties shall be determined, in all respects under the laws of the State of Texas, without giving effect to conflict of laws rules. Any action against any party relating to the foregoing shall be brought in any federal or state court of competent jurisdiction located in Harris County, Texas, and the parties hereto hereby irrevocably submit to the exclusive jurisdiction of any such court over any such action. The parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection that they may now or hereafter have to the laying of venue of any such action brought in such court or any defense of inconvenient forum for the maintenance of such action.

11. **Other Agreements.** Employee warrants that Employee has no obligations inconsistent herewith and that the execution and performance of this Agreement by Employee will not constitute a breach of any other agreement by which Employee is bound.

12. **Miscellaneous.** The language of this Agreement and all parts hereof shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either party hereto. No waiver of any provision hereof by any party hereto shall be binding unless such waiver shall be evidenced by a writing signed by such party. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, supersedes all prior agreements of any of the parties to this Agreement with respect to its subject matter, and may not be revoked, modified or amended except by a written instrument signed by both parties. The headings of the various sections of this Agreement are solely for the purpose of convenience and shall not be relied upon in construing any provision hereof. This Agreement may be executed in multiple counterparts (including execution by facsimile or scanned email signature), each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

13. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of Employee and the Company, and, except insofar as it provides for rendition of personal services, the heirs, personal representatives and assigns of Employee and the successors and assigns of the Company. Employee shall not assign any of Employee's rights or duties hereunder without the prior written consent of the Company, and any prohibited assignment by Employee shall be null and void. The Company as "**Company**," as used in this Agreement, includes, in addition to the Company hereinabove named, all corporations, limited liability companies, partnerships and other business entities controlled by, controlling and under common control with or otherwise affiliated through common ownership with, the Company hereinabove named.

14. **Severability.** If any of the covenants or agreements set forth in this Agreement are held to be unreasonable, arbitrary or against public policy, such covenants will be considered divisible with respect to scope, time and geographic area, and in such lesser scope, time and geographic area, will be effective, binding and enforceable against Employee.

*[Signatures appear on following page.]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed  
by as of the date first written above.

"Company"

SPIRIT GLOBAL ENERGY SOLUTIONS, INC.

By: 

\_\_\_\_\_  
Daniel A. Newman  
President

"Employee"

\_\_\_\_\_  
John M. Raglin

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed  
by as of the date first written above.

**"Company"**

SPIRIT GLOBAL ENERGY SOLUTIONS, INC.

By: \_\_\_\_\_  
Daniel A. Newman  
President

**"Employee"**

\_\_\_\_\_  
John M. Raglin

## ASSIGNMENT BY INVENTOR

**THIS ASSIGNMENT**, made by John M. Raglin, residing at 3323 North Midland Drive #113 Box 154, Midland, Texas 79706, United States of America (hereinafter referred to as Assignor);

**WHEREAS**, Assignor has invented certain new and useful improvements in "Down-Hole Gas and Solids Separator Utilized in Production Hydrocarbons," set forth in a Patent application for Letters Patent of the United States, filed January 27, 2015, Application No. 14/606,530; and

**WHEREAS, Spirit Global Energy Solutions, Inc.**, a Corporation organized under and pursuant to the laws of Delaware having a mailing address of P.O. Box 8529, Midland, Texas 79708, United States of America, (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

**NOW, THEREFORE**, for good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

**AND** for the same consideration, Assignor hereby represents and warrants to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignor is the sole and lawful owner of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

**AND** for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any

Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

**AND** Assignor hereby requests the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

**AND** Assignor hereby grants the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

Marsh Fischmann & Breyfogle LLP

All practitioners at Customer Number 25231

**AND** Assignor acknowledges an obligation of assignment of this invention to Assignee at the time the invention was made.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
John M. Raglin

United States of America )  
State of \_\_\_\_\_) ss.:  
County of \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me personally came John M. Raglin, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_