

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4658370

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
JEFFREY G. FREY	10/24/2017
LARRY JAMES PARMETER	10/24/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SUMMIT ESP, LLC
<b>Street Address:</b>	835 WEST 41ST STREET SOUTH
<b>City:</b>	TULSA
<b>State/Country:</b>	OKLAHOMA
<b>Postal Code:</b>	74107
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15793828
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(918)583-8251
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<b>ATTORNEY DOCKET NUMBER:</b>	8407.150
<b>NAME OF SUBMITTER:</b>	PENINA MICHLIN CHIU
<b>SIGNATURE:</b>	/Penina Michlin Chiu/
<b>DATE SIGNED:</b>	10/25/2017
<b>Total Attachments: 3</b>	
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## ASSIGNMENT

WHEREAS, Jeffrey G. Frey, an individual and resident of Broken Arrow, Oklahoma, and Larry James Parmeter, an individual and resident of Broken Arrow, Oklahoma, (collectively, the "*Assignors*," and each individually an "*Assignor*") have made a certain new and useful invention as set forth in an application for United States Patent, entitled "ELECTRIC SUBMERSIBLE MOTOR THRUST BEARING SYSTEM," filed on October 25, 2017 with the United States Patent and Trademark Office and having a Serial No. of 15/793,828 and an attorney docket number of 8407.150;

WHEREAS, Summit ESP, LLC, an Oklahoma limited liability company having an address of 835 West 41st Street South, Tulsa, OK 74107 (the "*Assignee*"), desires to acquire the entire right, title and interest in and to said invention and in and to any and all Letters of Patent of the United States and foreign countries which may be obtained therefor;

NOW THEREFORE, for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Effective October 16, 2017, Assignors do hereby sell, assign, transfer and set over unto Assignee, its legal representatives, successors, and assigns, the entire right, title and interest in and to said invention as set forth in the above-mentioned application, including but not limited to any provisionals, nonprovisionals, continuations, continuations-in-part, divisionals, reissues, reexaminations, substitutes, renewals, or improvements thereof, and in and to any and all patents of the United States and foreign countries which may be issued for said invention, including the right to sue and collect damages for infringement of those patents.

Assignors acknowledges the duty to disclose information which is material to the patentability of the invention as set forth in the above-mentioned application including but not limited to any nonprovisionals, continuations, continuations-in-part and divisionals thereof, as defined in 37 CFR § 1.56, including, for continuation-in-part applications, material information which became available between the filing date of the prior application and the filing date of the continuation-in-part application.

Assignors request that any and all patents for said inventions be issued to Assignee, its successors, assigns and legal representatives, or to such nominees as they may designate to the full end of the term for which said patents may be granted.

Assignors agree that, when requested, Assignors will in good faith, without charge to Assignee but at Assignee's expense, sign all papers, take all rightful oaths, communicate to Assignee all known facts relating to any improvements and the history thereof, and do all acts which may be necessary, desirable or convenient for securing, maintaining and enforcing patents for said inventions in any and all countries and for vesting title thereto in Assignee, its successors, assigns, legal representatives or nominees. Without limiting the foregoing, in connection with this Assignment and the transactions contemplated hereby, Assignors will execute and deliver any additional documents and perform any additional acts that may be necessary or appropriate to

effectuate and perform his obligations under this Assignment and the transactions contemplated hereby.

Assignors authorize and empower Assignee, its successors, assigns, legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for said inventions filed by it or them, the benefit of the right of priority, including but not limited to such right provided by the provisions of any convention or treaty, and to invoke and claim such right of priority without further written or oral authorization from Assignors.

Assignors hereby consent that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of the Assignee or its nominees to claim the aforesaid benefit of the right of priority, including but not limited to that provided by any convention or treaty.

Assignors covenant with Assignee, its successors, assigns and legal representatives, that the rights and property herein conveyed are free and clear of any encumbrance, that Assignors have full right to convey the same as herein expressed and that this Assignment shall be binding on Assignors' heirs, assigns, representatives and successors.

In cases where such information is missing, Assignors grant Assignee and its agents or representatives the right to modify this document to indicate the filing date and serial number assigned to the U.S. Provisional and/or Nonprovisional Patent Application(s) this Assignment relates to.

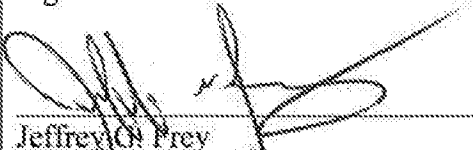

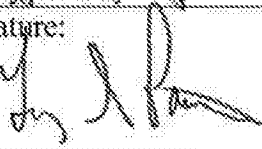

In the event Assignee is unable, after reasonable effort, to secure any of Assignor's signatures on any documents relating to protection or maintenance of the inventions or applications to which this Assignment relates, whether because of Assignors' physical or mental incapacity or for any other reason, Assignors hereby irrevocably designate and appoint Assignee and its duly authorized officers and agents as their agent and attorney-in-fact, to act for and on their behalf to execute and file any application or applications and to do all other lawfully permitted acts to further the prosecution, issuance, and maintenance of the inventions or improvements to the inventions with the same legal force and effect as if personally executed by Assignors.

This Assignment may be executed in counterparts, each of which shall be deemed an original. The recitals to this Assignment are incorporated herein by this reference. This Assignment shall be subject to, and interpreted by and in accordance with, the laws (excluding conflict of law provisions) of the State of Oklahoma.

(Signature Page Follows)

ACCEPTED AND AGREED TO:

Executed at \_\_\_\_\_,

Inventor Signatures	Witness Signatures	Date
Signature: 		10-24-17
Jeffrey O. Frey	Name:	
Signature: 		10-24-17
Larry James Parmeter	Name:	