

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4964649

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT		
CONVEYING PARTY DATA			
Name			Execution Date
PAT GREENLEE BUILDERS, LLC			09/01/2015
RECEIVING PARTY DATA			
Name:	NINE DOWN TECHNOLOGIES, LLC		
Street Address:	2001 KIRBY DRIVE		
Internal Address:	SUITE 200		
City:	HOUSTON		
State/Country:	TEXAS		
Postal Code:	77019		
PROPERTY NUMBERS Total: 1			
Property Type	Number		
Application Number:	15898067		
CORRESPONDENCE DATA			
Fax Number:	(512)236-3210		
<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>			
Phone:	(512) 542-8459		
Email:	iptldocket@velaw.com		
Correspondent Name:	GAURAV GOEL, PATENT AGENT		
Address Line 1:	VINSON & ELKINS LLP		
Address Line 2:	1001 FANNIN STREET, SUITE 2500		
Address Line 4:	HOUSTON, TEXAS 77002-6760		
ATTORNEY DOCKET NUMBER:	NSC100/4-004CONUS		
NAME OF SUBMITTER:	GAURAV GOEL, PATENT AGENT		
SIGNATURE:	/Gaurav Goel/		
DATE SIGNED:	05/16/2018		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this “**Assignment**”), dated as of September 1, 2015, is entered into by and between Pat Greenlee Builders, LLC, a Texas limited liability company (the “**Assignor**”), and Nine Downhole Technologies, LLC, a Delaware limited liability company (the “**Assignee**”). The Assignor and the Assignee are each referred to individually as “**Party**,” and collectively as “**Parties**.”

The Assignor, Donald Roy Greenlee (“**DG**”), Donald Jonathan Greenlee (“**JG**”), Patricia Gail Greenlee (“**PG**”) (collectively, the “**Seller Parties**”) and Assignee have entered into that certain Asset Purchase Agreement dated as of even date herewith (the “**Purchase Agreement**”). Pursuant to the Purchase Agreement, the Assignor has agreed to sell, transfer, assign and deliver to the Assignee all of the Assignor’s right, title and interest to, in and under all of the assets, properties, contractual rights, goodwill, Confidential Information, going concern value, rights and claims of the Assignor related to, and utilized in the conduct of, the Business, wherever situated and of whatever kind and nature, real or personal, tangible or intangible, whether or not reflected on the books and records of the Assignor, including the Acquired Intellectual Property.

In consideration of the mutual promises contained in this Assignment and the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions. In addition to the terms defined in the body of this Assignment, capitalized terms used herein will have the meanings given to them in this Section 1.

“**Acquired Intellectual Property**” means all Intellectual Property Rights owned by or exclusively licensed to the Assignor, or otherwise used in the conduct of the Business.

“**Affiliate**” means with respect to any Person, any Person that, directly or indirectly, controls, is controlled by, or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under common control with”) as used in this definition means the possession, directly or indirectly, of the power to direct or cause the direction of management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise. With respect to any natural person, the term “**Affiliate**” shall also mean (a) the spouse or children (including those by adoption) and siblings of such Person; and any trust whose primary beneficiary is such Person, such Person’s spouse, such Person’s siblings and/or one or more of such Person’s lineal descendants, (b) the legal representative or guardian of such Person or of any such immediate family member in the event such Person or any such immediate family member becomes mentally incompetent and (c) any Person controlled by or under the common control with any one or more of such Persons described in the preceding clauses (a) or (b). For the avoidance of doubt, with respect to the Assignor, its Affiliates include the Owners.

“**Business**” means the research, development, design and manufacture of Scorpion Composite Plugs, including the Flowback Plugs, and other downhole tools for use in the oil and gas industry, the provision and sale of products or services using any of the foregoing tools, and any other business and operations as are currently being performed by the Assignor.

“Claim” means any and all claims, causes of action, demands, lawsuits, suits, proceedings, governmental investigations or audits and administrative orders.

“Code” means the Internal Revenue Code of 1986, as amended.

“Confidential Information” means any and all confidential, competitively valuable or proprietary information and materials, as well as all trade secrets, whether patentable or not, relating to the Business and belonging to the Assignor or any of its Affiliates. Confidential Information includes: (a) business information and materials, including: information about the provision of equipment and services used in the completion, maintenance and working over of wells for the production of oil and natural gas; pricing models; market and business analyses; investments or investment opportunities; growth plans; acquisition prospects; strategy; finances; business plans, methods and processes; business proposals, operations, products or services; evaluations; contract terms and conditions; pricing and bidding methodologies and data; sales data; customer information; supplier and vendor information; credit information; financial data; purchasing, pricing, bidding, selling and marketing data and contracts; (b) technical information and materials, including: computer programs; software; databases; methods; know-how; formulae; compositions; technological data; technological prototypes; processes; discoveries; inventions (whether patentable or not); ideas; concepts; surveys; improvements and designs; developmental or experimental work; training programs and procedures; diagrams; charts; products; and services (including, product developments, product specifications and technical specifications); (c) information and materials relating to future plans including: marketing strategies and techniques; Intellectual Property Rights; projects and proposals; acquisition and financing plans; strategic alliances; production processes; and research and development efforts; and (d) any other information that gives the Assignor or any of its Affiliates an advantage with respect to its competitors by virtue of not being known by those competitors. Confidential Information also includes any data, documentation or other media or tangible items that contain or embody Confidential Information, and all copies, summaries, extracts or derivative works thereof.

“Consolidated Group” means any affiliated, combined, consolidated, unitary or similar group with respect to any Taxes, including any affiliated group within the meaning of Section 1504 of the Code electing to file consolidated federal income Tax Returns and any similar group under foreign, state or local law.

“Damages” means all debts, Liabilities, obligations, losses, damages (including diminution of value, loss of profits, consequential damages and punitive damages payable to third parties), costs and expenses, interest (including prejudgment interest), penalties, reasonable legal fees, disbursements and costs of investigations, deficiencies, levies, duties and imposts.

“Flowback Plug” means any Scorpion Composite Plug having the capability to return to surface using mainly wellbore pressure and fluids, as opposed to current drillout methods.

“Governmental Authority” means any governmental, quasi-governmental, state, county, city or other political subdivision of the United States or any other country, or any agency, court or instrumentality, foreign or domestic, or statutory or regulatory body thereof.

“Intellectual Property Rights” means all proprietary and intellectual property rights, under an international treaty or the laws of any jurisdiction or Governmental Authority, both statutory and common law rights, including all (a) patents, utility models, supplementary protection certificates, applications for the foregoing (whether or not filed), and extensions, divisions, continuations, continuations-in-part, reexaminations, and reissues thereof; (b) trademarks, service marks, logos, designs, trade names, trade dress, domain names and corporate names and registrations and applications for registration thereof (whether or not filed) and the goodwill associated therewith; (c) copyrights, whether registered or unregistered, and registrations and applications for registration thereof (whether or not filed) and other rights in works of authorship, whether or not published; (d) trade secrets and rights in proprietary information, know-how, inventions, invention disclosures, customer lists and information, supplier lists, manufacturer lists, manufacturing and production processes and techniques, blueprints, drawings, schematics, manuals, software, firmware and databases; (e) the right to sue and collect Damages for any past, present, and future infringement, misappropriation, or other violation of any of the foregoing; and (f) moral rights relating to any of the foregoing.

“Liability” means any indebtedness, loss, damage, adverse Claim, fine, penalty, Tax, liability or obligation (whether direct or indirect, known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, matured or unmatured, determined or determinable, disputed or undisputed, liquidated or unliquidated, or due or to become due, and whether in contract, tort, strict liability or otherwise), and including all costs and expenses relating thereto (including all fees, disbursements and expenses of legal counsel, experts, engineers and consultants and costs of investigation).

“Owners” means, collectively, DG, JG and PG. DG, JG and PG are sometimes each referred to individually as an **“Owner.”**

“Person” means any natural person, firm, partnership, association, corporation, limited liability company, company, trust, or other entity, public body or government.

“Scorpion Composite Plugs” means any downhole plug manufactured by the Buyer or any of its Affiliates that is based in whole or in material part on any material Acquired Intellectual Property, which plug is used to run into a wellbore for wellbore isolation and is composed primarily of drillable materials, including fiberglass composite.

“Tax” or “Taxes” means (a) any taxes, assessments, fees, unclaimed property and escheat obligations, and other governmental charges imposed by any Governmental Authority, including income, profits, gross receipts, net proceeds, alternative or add-on minimum, ad valorem, real property (including assessments, fees or other charges imposed by any Governmental Authority that are based on the use or ownership of real property), personal property (tangible and intangible), value added, turnover, sales, use, environmental, stamp, leasing, lease, user, excise, duty, franchise, capital stock, transfer, registration, license, withholding, social security (or similar), unemployment, disability, payroll, employment, fuel, excess or windfall profits, occupational, premium, severance, estimated, or other similar charge of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not; and (b) any liability for the payment of any amounts of the type described in clause (a) as a result of being a member of a Consolidated Group for any period; and (c) any liability for the payment of any amounts of

the type described in clauses (a) or (b) as a result of the operation of law or any express or implied obligation to indemnify any other Person.

“Tax Return” means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

2. Assignment. The Assignor hereby, absolutely and unconditionally, conveys, sells, assigns, transfers, grants and sets over unto the Assignee, all of the Assignor’s worldwide rights, title and interest and benefit in and to the Acquired Intellectual Property, including the patents and pending patent applications set forth on the attached Schedule 1 (collectively, the **“Patents”**), and the registered trademark set forth on the attached Schedule 2 (collectively, the **“Trademarks”**), together with all rights of action, both at law and in equity with respect thereto, including all rights to sue, settle any claim, and collect all damages for any past, present, or future infringement or misappropriation of the Acquired Intellectual Property, including without limitation the goodwill of the businesses connected to the use of any of the Acquired Intellectual Property, the same to be held and enjoyed by the Assignee, its successors and assigns forever, as fully and entirely as the same could have been held and enjoyed by the Assignor if this sale had not been made and the Assignee does hereby accept such sale, assignment, transfer, grant, conveyance and set over.

3. Warranties. Each Party represents, warrants, and covenants to the other Party that: (A) such Party has the full power, authority and legal right to enter into and perform this Assignment; and (B) the Assignment is a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

4. Recordation. The Assignor authorizes and requests the U.S. Patent and Trademark Office, or any foreign equivalent thereto, and any other Governmental Authority, to record the Assignee as owner of the Patents and Trademarks, and of the entire title and interest in, to and under the same, for the sole use and enjoyment of the Assignee, its successors, assigns and other legal representatives.

5. Cooperation. The Assignor hereby covenants and agrees that it shall communicate to the Assignee, its Affiliates, successors, legal representatives and assigns, any material facts (including information relating to use or non-use, enforceability, or infringement of the Acquired Intellectual Property) known to the Assignor with respect to the Acquired Intellectual Property and testify in any legal proceeding, sign all lawful papers, execute all applications (including powers of attorney, specific assignments, transfers and assurances), make all rightful oaths and use reasonable best efforts at the request of the Assignee to aid the Assignee, its Affiliates, successors, legal representatives and assigns in obtaining and enforcing protection for the Acquired Intellectual Property and in enjoying the full benefits thereof. The Assignor shall ensure that that all directors, officer, employees, or agents of the Assignor execute and deliver all documentation necessary to assign all right, title and interest in the Acquired Intellectual Property to the Assignee.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same

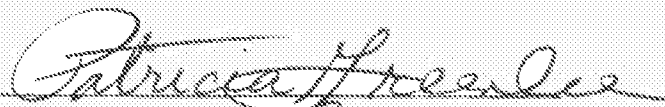
instrument. This Assignment is executed in connection with the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the Assignor and the Assignee with respect to the Acquired Intellectual Property.

7. Construction. In this Assignment, unless a clear contrary intention appears: (a) the singular includes the plural and vice versa; (b) reference to a Person includes such Person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this Assignment and reference to a Person in a particular capacity excludes such Person in any other capacity; (c) reference to any gender includes each other gender; (d) references to any Exhibit, Schedule, Section, Article, Annex, subsection and other subdivision refer to the corresponding Exhibits, Schedules, Sections, Articles, Annexes, subsections and other subdivisions of this Assignment unless expressly provided otherwise; (e) references in any Section or Article or definition to any clause means such clause of such Section, Article or definition; (f) "hereunder," "hereof," "hereto" and words of similar import are references to this Assignment as a whole and not to any particular provision of this Assignment; (g) the word "including" (in its various forms) means "including without limitation; (h) references to "days" are to calendar days; (i) all references to money refer to the lawful currency of the United States. The headings in this Assignment are inserted for convenience of reference only and are not intended to be a part of, or to affect the meanings or interpretation of, this Assignment.

[Signature page follows.]

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment as of the day and year first above written.

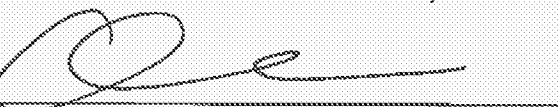
PAT GREENLEE BUILDERS, LLC

By: 

Name: Patricia Greenlee

Title: president

NINE DOWNHOLE TECHNOLOGIES, LLC

By: 

Name: Ann G. Fox

Title: President, Chief Executive Officer, Chief
Financial Officer and Secretary

Schedule 1**Patents**

<u>Jurisdiction</u>	<u>Application Number</u>	<u>Patent or Publication Number</u>	<u>Title</u>
United States	12/258,613	8,113,276	Downhole Apparatus with Packer Cup and Slip
United States	13/323,934	8,336,635	Downhole Apparatus with Packer Cup and Slip
United States	13/222,814	8,893,780	Downhole Apparatus with Packer Cup and Slip
United States	13/737,068	9,004,160	Downhole Tool Apparatus with Slip Plate and Wedge
United States	13/405,758	2013/0220638	Hydrostatic Setting Tool
United States	14/666,398	N/A (not yet published)	Retrievable Downhole Tool
Canada	--	2,678,819	Downhole Apparatus with Packer Cup and Slip
Canada	--	2,787,542	Downhole Apparatus with Packer Cup and Slip
Canada	--	2,805,470	Hydrostatic Setting Tool
Canada	--	2,836,295	Downhole Tool Apparatus with Slip Plate and Wedge

Schedule 2

Trademarks

<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Mark</u>
United States	4,253,208	“SCORPION COMPOSITE PLUGS”