

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
EDWARD C. SPATZ	09/04/2018
MICHAEL R. REESE	09/04/2018
DAVID P. MIESS	09/04/2018
GREGORY PREVOST	09/10/2018

RECEIVING PARTY DATA

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PROPERTY NUMBERS Total: 9

Property Type	Number
Application Number:	29616762
Application Number:	29616766
Application Number:	29616768
Application Number:	29616772
Application Number:	29616773
Application Number:	29616776
Application Number:	29640187
Application Number:	29640189
Application Number:	29640193

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PATENT

ATTORNEY DOCKET NUMBER:	XRD0001-XRD0009
NAME OF SUBMITTER:	MICHAEL S. MCCOY
SIGNATURE:	/MICHAEL S. MCCOY/
DATE SIGNED:	11/13/2018

Total Attachments: 5

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ASSIGNMENT BY INVENTORS

WHEREAS, We, Edward C. Spatz, a citizen of the United States of America, having a mailing address of 9306 Towerstone Dr., Spring, Texas 77379; Michael R. Reese, a citizen of the United States of America, having a mailing address of 2806 Twin Fountains Drive, Houston, Texas 77068; David P. Miess, a citizen of the United States of America, having a mailing address of 30835 Imperial Walk Lane, Spring, Texas 77386; Gregory Prevost, a citizen of the United States of America, having a mailing address of 4623 Bridgestone Path Drive, Spring, Texas 77388 (hereinafter the "Assignors"), are the inventor(s) and owner(s) of certain new and useful invention(s) (hereinafter "Inventions") and improvement(s) entitled: "Directional Drilling Assembly," as set forth in U.S. Application for Letters of Patent of the United States, already filed on September 8, 2017, as U.S. Application No. 29/616,762; "Directional Drilling Assembly," already filed on September 8, 2017, as U.S. Application No. 29/616,766; and "Directional Drilling Assembly," already filed on September 8, 2017, as U.S. Application No. 29/616,768; "Directional Drilling Assembly," already filed on September 8, 2017, as U.S. Application No. 29/616,772; "Directional Drilling Assembly," already filed on September 8, 2017, as U.S. Application No. 29/616,773; "Directional Drilling Assembly," already filed on September 8, 2017, as U.S. Application No. 29/616,776; "Directional Drilling Assembly," already filed on March 12, 2018, as U.S. Application No. 29/640,187; "Directional Drilling Assembly," already filed on March 12, 2018, as U.S. Application No. 29/640,189; and "Directional Drilling Assembly," already filed on March 12, 2018, as U.S. Application No. 29/640,193 (collectively, said "Design Applications").

WHEREAS, XR Lateral, LLC, a limited liability company, organized under and pursuant to the laws of the State of State of Texas having its principal place of business at 6702 Bourgeois Rd., Houston, TX 77066 (hereinafter "the Assignee"), is desirous of acquiring the entire right, title and interest in and to said Inventions and in and to any United States or corresponding foreign, international, or regional application (including any PCT International Application and any Regional Applications such as an EPO Patent Application) claiming or applied for (now or in the future) the Inventions and any Letters

Patent to be obtained therefor and thereon (to the extent any such right, title, and interest have not been previously acquired).

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt and sufficiency of which are 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, my entire right, title and interest in and to

(a) said Inventions and improvements and worldwide rights therein;

(b) said Design Applications;

(c) any United States or corresponding foreign, regional (including any patent application filed with the European Patent Office) or international patent application claiming or applied for (now or in the future) the Inventions, or claiming priority to, or the benefit of the filing date of, (now or in the future) the Design Applications or any corresponding U.S., foreign, regional, or international application related to the Inventions, including all divisions, continuations, continuations-in-part and substitutions thereof; and

(d) any and all United States and foreign patents which shall issue on said Inventions or from any of the above-identified applications ((a) - (c)) including all reissues, reexaminations, renewals, divisions, continuations, and extensions thereof, for the United States, its territories and possessions and all foreign countries, regional and international patent offices, including the right to file applications for Letters Patent on said Inventions, and any of the aforementioned applications (in (a) - (c)) in any and all foreign countries and any other patent office, and every priority right that is or may be predicated upon or arise from said Inventions or said aforementioned applications, and the right to sue for past infringements, the same to be held and enjoyed by said Assignee, its assigns and successors, as fully and entirely as the same would have been held and enjoyed by me, had this Assignment and sale not been made.

AND for the same consideration, Assignors hereby represent and warrant 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, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said Inventions and said applications 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, Assignors hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignors 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 Patents and applications for Letters Patent for said Inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said Inventions, or any proceeding in connection with any Letters Patents or applications for Letters Patent for said Inventions in any country or patent office, 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 Patents of the United States to Assignee, as Assignee of said Inventions and the Letters Patents to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors 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:

AMATONG MCCOY LLC

Alberto Q. Amatong, Jr. U.S.P.T.O. Registration No.: 41,580

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[SIGNATURES ON FOLLOWING PAGE]

ASSIGNORS:

Edward C. Spatz
Edward C. Spatz

Date: 9-4-2018

Michael R. Reese
Michael R. Reese

Date: 9-4-18

David P. Miess
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Date: 9-4-18

Gregory Prevost
Gregory Prevost

Date: 9/10/2018

**AGREED AND ACCEPTED BY
ASSIGNEE:**

XR LATERAL, LLC

By: Michael Reese
Printed Name: Michael Reese
Title: Managing Director
Date: 9-19-18