

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
KENNETH KENDRICK	03/27/2019
CLINT MICKEY	04/01/2019
RECEIVING PARTY DATA	
Name:	REPEAT PRECISION, LLC
Street Address:	19450 HWY 249
Internal Address:	SUITE 200
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77070
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16795042
CORRESPONDENCE DATA	
Fax Number:	(414)271-5770
<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>	
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Correspondent Name:	ANDRUS INTELLECTUAL PROPERTY LAW, LLP
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Address Line 4:	MILWAUKEE, WISCONSIN 53202
ATTORNEY DOCKET NUMBER:	6517-00027
NAME OF SUBMITTER:	PETER T. HOLSEN
SIGNATURE:	/Peter T. Holsen/
DATE SIGNED:	03/13/2020
Total Attachments: 6	
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ASSIGNMENT

WHEREAS, (1) **KENDRICK, Kenneth**, having a mailing address of **703 North Elder Grove Dr., Pearland TX 77584, USA**, and (2) **MICKEY, Clint** having a mailing address of **106 Flat Creek, Canyon Lake TX 78133, USA**, each referred to as ("**ASSIGNOR**") have made certain new and useful inventions (the "**Invention(s)**") being described and set forth in the following patent applications, entitled

Setting Tool and Assemblies for Setting a Downhole Isolation Device such as a Frac Plug

and which is a:

- (1) ☐ United States provisional application
 - (a) ☐ to be filed herewith; or
 - (b) ☐ bearing Application No. _____, and filed on _____;
- (2) ☒ United States non-provisional application
 - (a) ☐ to be filed herewith; or
 - (b) ☒ bearing Application Nos. 16/284,717 filed February 25, 2019, and 16/288,900 filed on February 28, 2019; 16/795,042 filed on February 19, 2020
- (3) ☒ Canadian application
 - (a) ☐ to be filed herewith; or
 - (b) ☒ bearing Application No. 3,033,698, filed on February 13, 2019;
- (4) ☒ Chinese application
 - (a) ☒ bearing Application No. 2019101472977 filed on February 27, 2019.

AND WHEREAS **REPEAT PRECISION, LLC.**, having a place of business at **19450, Hwy 249, Suite 200, Houston, TX 77070 USA**, (hereinafter referred to as the ("**ASSIGNEE**"), is desirous of acquiring and confirming acquisition of the entire right, title and interest in and to: the Invention(s); the applications for patent identified in paragraph (1), (2), (3) and (4); the right to file applications for patent of the United States, Canada or other countries on the Invention(s); any applications for patent of the United States, Canada or other countries claiming the Invention(s); any applications for patents of the United States, Canada or other countries claiming priority to, and/or the benefits of, these applications; any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent(s) of the United States, Canada, or other countries that may be granted therefor or thereon.

NOW THEREFORE, for good and valuable consideration, the receipt of which from **ASSIGNEE** is hereby acknowledged by the **ASSIGNOR**, and to the extent that the **ASSIGNOR** has not already done so via a prior agreement with the **ASSIGNEE**, or if the **ASSIGNOR** has already done so via a prior agreement with the **ASSIGNEE** then in confirmation of any obligation to do so in said prior agreement, the **ASSIGNOR** has sold, assigned, transferred, conveyed and set over to the **ASSIGNEE**, and does hereby sell, assign, transfer, convey and set over unto the **ASSIGNEE** and to the **ASSIGNEE'S** successors, assigns, nominees, or other legal representatives, the **ASSIGNOR'S** entire right, title and interest in and to:

- (a) the Invention(s);

- (b) the applications for patent identified in paragraph (1), (2), (3) and/or (4);
- (c) the right to file applications for patent of the United States, Canada or other countries on the Invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty, and all rights of claiming priority in any country of the world;
- (d) any applications for patent of the United States, Canada or other countries claiming the Invention(s);
- (e) any applications for patent of the United States, Canada or other countries claiming priority to, and/or the benefit of, at least one application(s) for patent identified in paragraph (1), (2), (3) and (4) or any applications for patent claiming the Invention(s), including any substitute applications, division(s), continuation(s), and continuation(s)-in-part;
- (f) any provisional or other right to recover damages, including royalties, for prior infringements of any application identified in the preceding paragraphs (b)-(e); and
- (g) any patent(s) of the United States, Canada or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b)-(e), including any reissue(s), re-examination(s), revival(s), renewal(s), and extension(s) of said patent(s).

The above-granted rights, titles and interests are to be held and enjoyed by the ASSIGNEE for its own use and behalf and the use and behalf of its successors, assigns, nominees, or other legal representatives, to the same extent as all such rights, titles and interests would have been held and enjoyed by the ASSIGNOR had this sale and assignment not been made.

The ASSIGNOR hereby represents to the ASSIGNEE, its successors, assigns, nominees or other legal representatives that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the ASSIGNOR is a lawful owner of an undivided interest in the entire right, title and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the ASSIGNOR has good and full right and lawful authority to sell and convey the same, in the manner set forth herein, and that ASSIGNOR will not make or enter into any assignment, sale, agreement or encumbrance which would conflict with these presents.

The ASSIGNOR hereby covenants and agrees to and with ASSIGNEE, its successors, assigns, nominees or other legal representatives, that the ASSIGNOR will communicate with ASSIGNEE, its successors, assigns, nominees or other legal representatives any facts known to the ASSIGNOR respecting the Invention(s), and will sign all lawful papers when called upon to do so, and will execute and deliver any and all papers that may be necessary or desirable to perfect the title to the Invention(s) in said ASSIGNEE, its successors, assigns, nominees or other legal representatives, and will do all acts necessary or required to be done, including testifying as to such facts, in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said application(s), and said patent(s), all without charge to the ASSIGNEE, its successors, assigns, nominees or other legal representatives, it being understood that any expense incident to the execution of such

papers shall be borne by the ASSIGNEE, its successors, assigns, nominees or other legal representatives.

The ASSIGNOR hereby authorizes and requests The Commissioner of Patents or any equivalent position thereto to issue each and every one of said patent(s) to the ASSIGNEE for the sole use and behalf of the ASSIGNEE, its successors, assigns, nominees, or other legal representatives.

The ASSIGNOR hereby appoints ASSIGNEE, through its designee, the ASSIGNOR'S attorney-in-fact to execute, in the ASSIGNOR'S name and on the ASSIGNOR'S behalf, any and all documents required to effectuate this Assignment, specifically including, but not limited to, those papers specified above and any necessary corrective assignments.

If any covenant or provision, or portion thereof, of this Assignment is determined to be void or unenforceable, such void or unenforceable covenant or provision, or portion thereof, is hereby conceded to be severable from the balance of this Assignment; and such a determination shall not, in any event, affect or impair the validity of the balance of the covenant or provision, nor shall it affect or impair the validity of any other covenant or provision herein contained.

The ASSIGNOR hereby grants to the ASSIGNEE, its successors, assigns, nominees or other legal representatives the power to correct clerical errors in this Assignment or to insert on this Assignment any further information which may be necessary or desirable in order to comply with statutory requirements for recordation of this document.

This Assignment shall be governed by and construed in accordance with the laws of the Province of Alberta, Canada, and the applicable laws of Canada, without regard to conflicts of law principles.

This Assignment may be executed in counterparts, all of which shall be considered one and the same Assignment.

IN WITNESS WHEREOF, this Assignment has been executed below by the undersigned:

Date: 3-27-2019

Kenneth J. Kendrick
Kenneth Kendrick

STATEMENT BY WITNESS

I, Emre Emirler whose full Post Office Address is

207 N. Elder Grove Dr. 77584 Pearland, TX
(Address of Witness)

hereby declare that I was personally present and did see the above named person, personally known to me to be the person named in the Assignment, duly sign and execute the same.

Date: 3/27/19

[Signature]
(Signature of Witness)

STATEMENT BY WITNESS

I, Brenda Kendrick whose full Post Office Address is

703 N. Elder Grove DR. Pearland, TX
(Address of Witness) 77584

hereby declare that I was personally present and did see the above named person, personally known to me to be the person named in the Assignment, duly sign and execute the same.

Date: March 27, 2019

[Signature]
(Signature of Witness)

IN WITNESS WHEREOF, this Assignment has been executed below by the undersigned:

Date: 4/1/19

Clint Mickey
Clint Mickey

STATEMENT BY WITNESS

I, Christopher Kiesel whose full Post Office Address is

13306 Lakewood Meadows Dr. Cypress TX 77429
(Address of Witness)

hereby declare that I was personally present and did see the above named person, personally known to me to be the person named in the Assignment, duly sign and execute the same.

Date: 4/1/19

[Signature]
(Signature of Witness)

STATEMENT BY WITNESS

I, WARREN WILLIFORD whose full Post Office Address is

15902 LAURELFIELD DR HOUSTON TX 77059
(Address of Witness)

hereby declare that I was personally present and did see the above named person, personally known to me to be the person named in the Assignment, duly sign and execute the same.

Date: 4/1/2019

Warren Williford
(Signature of Witness)

IN WITNESS WHEREOF, this Assignment has been executed below by the undersigned:

Repeat Precision, LLC.

Date: March 28, 2019
Corporate Title: General Manager

W. Grant Martin
W. Grant Martin

STATEMENT BY WITNESS

I, Jake Costin whose full Post Office Address is

9745 FM 1826 Austin, TX 78745

(Address of Witness)

hereby declare that I was personally present and did see the above-named person authorized to sign on behalf of Repeat Precision, LLC., duly sign and execute the same.

Date: 3-28-19

[Signature]
(Signature of Witness)

STATEMENT BY WITNESS

I, Colin Shaw whose full Post Office Address is

1316 NORWALK CANY UNIT B AUSTIN, TX 78702

(Address of Witness)

hereby declare that I was personally present and did see the above-named person authorized to sign on behalf of Repeat Precision, LLC., duly sign and execute the same.

Date: 5-28-19

[Signature]
(Signature of Witness)