

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
STEPHEN C. ROSS	07/05/2018
JERRY D. ROSS	07/05/2018
ORLANDO J. HINDS	07/05/2018
RECEIVING PARTY DATA	
Name:	ENERSERV INCORPORATED
Street Address:	3909 KERMIT HIGHWAY
City:	ODESSA
State/Country:	TEXAS
Postal Code:	79764
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16875112
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ATTORNEY DOCKET NUMBER:	0186.0134-CON2
NAME OF SUBMITTER:	SUSANNE JEROME
SIGNATURE:	/Susanne Jerome/
DATE SIGNED:	05/15/2020
Total Attachments: 4	
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ASSIGNMENT OF PATENT RIGHTS

This ASSIGNMENT OF PATENT RIGHTS (the "Assignment") is made by and between Stephen C. Ross ("Stephen Ross"), Orlando J. Hinds ("Orlando Hinds") and Jerry D. Ross ("Jerry Ross") (together Stephen Ross, Orlando Hinds and Jerry Ross being referred to as "Assignors,") and Enerserv Incorporated ("Enerserv," or "Assignee"). This Assignment is effective, *nunc pro tunc*, as of August 03, 2016. Assignors and Assignee are sometimes collectively referred to herein as the "Parties," and individually as a "Party."

RECITALS

WHEREAS,

Stephen Ross is an individual living in Odessa, Texas;

Orlando Hinds is also an individual living in Odessa, Texas;

Jerry Ross is also an individual living in Odessa, Texas;

On August 03, 2016, each of the Assignors was an employee of Enerserv;

In the course of their employments with Enerserv, Stephen Ross and Orlando Hinds have invented various production well heads and tubing hangers (the "Inventions");

Patent applications have been filed in the United States and Canada for the Inventions, all of which remain pending, said applications being listed in **Appendix A** hereto (the "Applications");

The rights in and to some of the Applications have been assigned to Jerry Ross and are indicated in **Appendix A**;

Enerserv is a limited liability company formed and existing under the laws of the State of Texas, having a corporate office at 3909 Kermit Highway, Odessa, Texas 79764;

Enerserv designs and fabricates equipment used in the upstream oil and gas industry, and has paid the fees and expenses related to the Applications;

Enerserv is desirous of acquiring the entire right, title and interest in and to the Applications, and the Inventions disclosed therein, and in and to all embodiments of the Inventions heretofore conceived, made or discovered by the Assignors, and in and to any and all patents (including but not limited to non-provisional applications, continuation applications, CIP applications and reissue patents), inventor's certificates and other forms of patent protection thereon granted in any and all countries and group of countries; and

Assignors desire to assign their rights in and to the Invention and the Applications according to the **Terms and Conditions** set out herein.

TERMS AND CONDITIONS

NOW, THEREFORE,

In consideration of Ten Dollars (\$10.00) and the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignors hereby assign, transfer and convey to Assignee the full and exclusive right, title and interest (a) in and to the Inventions and to the Patent Applications; (b) in and to all rights to apply for patents on the Inventions in any and all countries pursuant to the Patent Cooperation Treaty, the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed on the Inventions in any and all countries and groups of countries, including each and every Application filed on any application which is a division, substitution, continuation or CIP of said Applications (the "Patent Rights"); and (d) in and to each and every reissue or extension of any patents granted thereon.
2. Assignors hereby assign to Assignee each and every patent that may issue from any of the Applications, including future non-provisional applications, continuation applications, CIP applications, divisional applications, or reissue patents as part of the "Patent Rights," as may be granted in any and all countries and group of countries. Assignors further assign to Assignee the right to enforce any and all rights in and under the Patent Rights in its own name, and to recover and retain any and all monetary damages or other awards.
3. Assignors agree to cooperate with Assignee to enable it to enjoy to the fullest extent the right, title and interest to the Inventions and Patent Rights herein conveyed in any and all countries and groups of countries. Such cooperation by the Assignors shall include prompt production of pertinent facts and documents, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed desirable by Assignee and its intellectual property attorneys (a) for perfecting in Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said Applications; (c) for filing and prosecuting non-provisional, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any of said patents; (e) for *inter partes* review or for other PTAB or priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any application therefor and any patents granted thereon.
4. Assignors further assign to Assignee the right to sue for actions of any third party that may constitute infringement of the Patent Rights, and to recover damages therefor for itself. Each Assignor individually agrees to cooperate with Assignee or its successor in protecting the Patent Rights and to effectuate this Assignment, including the execution of any documents, the production of any documents and the providing of testimony as may be reasonably requested by Assignee. Enerserv or its successor shall reimburse each Assignor for any reasonable expenses it may incur in connection with such cooperation.

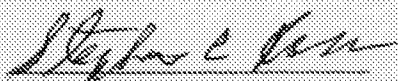
Enerserv Inc.
Assignment of Patent Rights

5. Assignee may arrange, through counsel, to have this Assignment filed of record with the U.S. Patent and Trademark Office and its Assignment Record Services division for each pending patent application or issued patent that is part of the Patent Rights.
6. The Terms and Conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives.

IN WITNESS WHEREOF, Stephen C. Ross, Orlando J. Hinds and Jerry D. Ross have on the date entered below signed this Assignment.

Stephen C. Ross
Odessa, Texas
Ector County, Texas

Jerry D. Ross
Odessa, Texas
Ector County, Texas


Signed


Signed

July 5, 2018

July 5, 2018

Orlando J. Hinds
Odessa, Texas
Ector County, Texas


Signed

July 5, 2018

Appendix A

Application No.	Country	Status	Assigned to Jerry Ross?
62/370,524	US	Provisional patent application filed August 03, 2016	Yes
15/643,202	US	Utility patent application filed July 06, 2017 based on U.S. 62/370,524	Yes
2,973,027	CA	Utility patent application filed July 11, 2017 based on U.S. 62/370,524	Yes
62/427,393	US	Provisional patent application filed November 29, 2016	Yes
15/704,762	US	Utility patent application filed September 14, 2017 based on U.S. 62/427,393	Yes
2,980,021	CA	Utility patent application filed September 22, 2017 based on U.S. 62/427,393	Yes
62/635,425	US	Provisional patent application filed February 26, 2018	No
15/982,341	US	Utility patent application filed May 17, 2018 based on U.S. 62/635,425	No
Unknown	CA	Utility patent application filed May 23, 2018 based on U.S. 62/635,425	No
62/611,490	US	Provisional patent application filed December 28, 2017	No