## 507011850 12/06/2021

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7058684

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
GREGG DRILLING & TESTING, INC.	09/26/2018

### **RECEIVING PARTY DATA**

Name:	GREGG DRILLING, LLC
Street Address:	2726 WALNUT AVE
City:	SIGNAL HILL
State/Country:	CALIFORNIA
Postal Code:	90755

### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Patent Number:	10392880

### **CORRESPONDENCE DATA**

#### Fax Number:

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.

**Phone:** 206-920-8062

Email:patents@ruttlermills.comCorrespondent Name:RUTTLER MILLS, PLLC

Address Line 1: P.O. BOX 1029

Address Line 4: SEABECK, WASHINGTON 98380

ATTORNEY DOCKET NUMBER:	GD-P-06-00-NP-01-0000	
NAME OF SUBMITTER:	JAMES J. RUTTLER	
SIGNATURE:	/James J. Ruttler/	
DATE SIGNED:	12/06/2021	

### **Total Attachments: 2**

source=7. Assignment and Assumption of Intellectual Property (Gregg Drilling) - FINAL#page1.tif source=7. Assignment and Assumption of Intellectual Property (Gregg Drilling) - FINAL#page2.tif

PATENT 507011850 REEL: 058313 FRAME: 0143

#### ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "Agreement") is dated as of September 26, 2018 (the "Effective Date"), is by and between Gregg Drilling & Testing, Inc., a California corporation ("GD, Inc.") and Gregg Drilling, LLC, a Delaware limited liability company ("GD, LLC"). GD, Inc. and GD, LLC are jointly referred to herein as the "Parties."

**WHEREAS**, GD, Inc. and GD, LLC have entered into a Contribution Agreement of even date herewith (the "Contribution Agreement"), pursuant to which, among other things, GD, Inc. has agreed to assign all of its right, title and interest in and to, and GD, LLC has agreed to assume all of GD, Inc.'s duties and obligations under, the Gregg Drilling Core Business Assets (as defined in the Contribution Agreement).

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. **Definitions**. All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Contribution Agreement.
- 2. **Assignment and Assumption**. GD, Inc. hereby sells, assigns, grants, conveys and transfers to GD, LLC all of GD, Inc.'s right, title and interest in and to the Gregg Drilling Core Business Assets and specifically all of GD, Inc.'s intellectual property and any and all other intangible property associated or used in connection with Gregg Drilling business. GD, LLC hereby accepts such assignment and assumes all of GD, Inc.'s duties and obligations under such Gregg Drilling Core Business Assets and agrees to pay, perform and discharge, as and when due, all of the obligations of GD, Inc. under the Gregg Drilling Core Business Assets accruing on and after the date hereof.
- 3. **Further Assurances**. The Parties shall take all actions and execute all documents reasonably requested by the other Party to give effect to the transactions contemplated by this Agreement.
- 4. **Governing Law**. This Agreement shall be governed by and construed in accordance with the internal laws of the state of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the state of Delaware or any other jurisdiction).
- 5. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page Follows]

1

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

GREGG DRILLING & TESTING, INC.

a California corporation

By:

Name: John Gregg Its:

President

GREGG DRILLING, LLC

a Delaware limited liability company

By: Gregg Drilling & Testing, Inc.

Its: Manager

By:

Name: Its:

John Gregg President

[SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION AGREEMENT - IP] 4826-6327-6654v.1 0025617-000013

> **PATENT** REEL: 058313 FRAME: 0145

**RECORDED: 12/06/2021**