507785868 03/07/2023

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7832996

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
W.D. VON GONTEN LABORATORIES, LLC	07/01/2022

### **RECEIVING PARTY DATA**

Name:	W.D. VON GONTEN ENGINEERING, LLC	
Street Address:	10496 OLD KATY ROAD, SUITE 200	
City:	HOUSTON	
State/Country:	TEXAS	
Postal Code:	77043	

### **PROPERTY NUMBERS Total: 8**

Property Type	Number
Application Number:	15137629
Application Number:	16387307
Application Number:	15298734
Application Number:	16413249
Application Number:	17168552
Application Number:	18090187
Application Number:	17190130
Application Number:	17067061

#### **CORRESPONDENCE DATA**

**Fax Number:** (713)226-6398

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:** 713-226-6000

Email: PatMail@porterhedges.com

Correspondent Name: DEREK V. FORINASH Address Line 1: 1000 MAIN STREET

Address Line 4: HOUSTON, TEXAS 77002

NAME OF SUBMITTER:	DEREK FORINASH
SIGNATURE:	/Derek Forinash/
DATE SIGNED:	03/07/2023

PATENT REEL: 062911 FRAME: 0574

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## **Total Attachments: 4**

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PATENT REEL: 062911 FRAME: 0575

### INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of July 1, 2022 (the "Effective Date"), is made by W.D. Von Gonten Laboratories, LLC, a Delaware limited liability company ("Seller"), in favor of W.D. Von Gonten Engineering, LLC, a Texas limited liability company ("Buyer"), the purchaser of certain assets of Seller pursuant to a Membership Interest Purchase Agreement between Buyer, Seller, and the other parties named therein, dated as of the Effective Date (the "MIPA").

WHEREAS, under the terms of the MIPA, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts all of Seller's right, title, and interest in and to the following (the "**Assigned IP**"):
  - (a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents");
  - (b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
  - (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
  - (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

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- 3. <u>Terms of the MIPA</u>. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the MIPA, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the MIPA shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the MIPA and the terms hereof, the terms of the MIPA shall govern.
- 4. <u>Counterparts</u>. This IP Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The exchange of copies of this IP Assignment and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of a dialup connection or whether otherwise transmitted via electronic transmission), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of such means, shall constitute effective execution and delivery of this IP Assignment as to the Parties and may be used in lieu of an original IP Assignment for all purposes. Minor variations in the form of signature pages of this IP Assignment, including footers from earlier versions of this IP Assignment, shall be disregarded in determining a Party's intent or the effectiveness of such signature.
- 5. <u>Successors and Assigns</u>. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. <u>Governing Law.</u> This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

[SIGNATURE PAGES FOLLOW]

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PATENT REEL: 062911 FRAME: 0577 IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

W.D. VON GONTEN ENGINEERING, LLC

Name: William D. Von Gonten, Jr.

Title: CEO

W.D. VON GONTEN LABORATORIES, LLC

By: Name: William D. Von Gonten, Jr.

Title: CEO

# **SCHEDULE 1**

# ASSIGNED PATENTS AND PATENT APPLICATIONS

IDE No.	Title	Status	Protection Details
16-0100	Lateral placement and completion design for improved well performance of unconventional reservoirs	Patent	USPN 10,310,136
16-0100	Lateral placement and completion design for improved well performance of unconventional reservoirs	Pending	AR 160101156A
16-0100	Lateral placement and completion design for improved well performance of unconventional reservoirs	Patent	USPN 11,156,743
16-0200	Integrated analysis of pore fluids for characterization of reservoir potential	Patent	USPN 9,995,698
16-0200	Integrated analysis of pore fluids for characterization of reservoir potential	Pending	AR 160103207A
18-0550	Methods for Modeling Permeability in Layered Rock Formations	Patent	USPN 11,073,249
18-1400	Methods for Modeling Multiple Simultaneously Propagating Hydraulic Fractures	Pending	US 17/067,061
19-2300	Measuring Gas in Shale Reservoirs	Pending	US 17/168,552
19-2200	Multiple well stress shadow history matching	Pending	US 17/190,130

PATENT REEL: 062911 FRAME: 0579

**RECORDED: 03/07/2023**