

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI51871

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	12/22/2023
CONVEYING PARTY DATA	
Name	Execution Date
Disruptive Downhole Technologies, LLC	01/29/2024
RECEIVING PARTY DATA	
Company Name:	Citadel Casing Solutions, LLC
Street Address:	800 Northpark Central Drive, Suite 200
City:	Houston
State/Country:	TEXAS
Postal Code:	77073
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	10738563
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Phone:	9134991278
Email:	DocketingOP@AvekIP.com
Correspondent Name:	Meredith Stiles
Address Line 1:	AVEK IP LLC
Address Line 2:	7285 W. 132nd Street, Suite 340
Address Line 4:	Overland Park, KANSAS 66213
ATTORNEY DOCKET NUMBER:	015306
NAME OF SUBMITTER:	MEREDITH STILES
SIGNATURE:	MEREDITH STILES
DATE SIGNED:	02/26/2024
Total Attachments: 16	
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), dated as of December 22, 2023 (the "Effective Date"), is made and entered into by and between Disruptive Downhole Technologies, LLC, a Delaware limited liability company ("Assignor"), and Citadel Casing Solutions, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used in this Assignment but not otherwise defined herein shall have the respective meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, Assignor is the owner of all right, title and interest in, and to certain Intellectual Property; and

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof, by and among Assignor, Assignee and, solely with respect to Section 5.02 and Article VII thereof, Aspen Energy Partners, LLC, a Delaware limited liability company (as the same may be amended, together with all exhibits, annexes, schedules, and attachments thereto, the "Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to sell, convey, transfer, assign and deliver to Assignee, free and clear of any Liens (other than Permitted Liens), all of Assignor's right, title and interest in, and to the Assigned Intellectual Property to Assignee.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Definitions.
 - a. "Assigned Intellectual Property" means all Intellectual Property owned by Assignor or its Affiliates. Assigned Intellectual Property, includes, but is not limited to, the Patents listed on Schedule 1 hereto; the Trademarks listed on Schedule 2 hereto; the Copyrights listed on Schedule 3 hereto; the websites and domain names listed on Schedule 4 hereto; and the Software listed on Schedule 5 hereto.
 - b. "Intellectual Property" means all of the following in any jurisdiction throughout the world: (i) patents and patent disclosures (collectively "Patents"); (ii) trademarks, service marks, trade dress, corporate names, logos and slogans (and all translations, adaptations, derivations and combinations of the foregoing), together with all goodwill associated with each of the foregoing (collectively "Trademarks"); (iii) Internet domain names; (iv) copyrights and copyrightable works (collectively "Copyrights"); (v) registrations and applications for any of the foregoing; (vi) trade secrets, confidential information, know-how and inventions; and (vii) computer software (including source code, executable code, and documentation) (collectively "Software").
2. Assignor hereby grants, sells, conveys, transfers, assigns and delivers to Assignee, free and clear of any Liens (other than Permitted Liens), all of Assignor's right, title and interest in, and to the Assigned Intellectual Property throughout the United States of America, its territories and all foreign countries, including the right to claim priority under United States law, any

applicable foreign country's law, or international convention, along with all rights to sue for infringement of any Assigned Intellectual Property, whether arising prior to or subsequent to the date of this Assignment, the same to be held and enjoyed by the Assignee, its successors, assigns and other legal representatives, from and after the date first above written, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

3. Assignor hereby covenants to execute any and all assignments, declarations, affidavits, and any other papers and take any actions necessary to perfect and vest such rights, title and interest in Assignee, its successors, assigns and legal representatives, including but not limited to the Recordable Assignment attached hereto as Exhibit A. If Assignee, its successors, assigns or other legal representatives shall desire to file any continuing or renewal applications based upon any of the Patents, or to file a disclaimer relating thereto, Assignor will upon request, sign all papers, make all rightful oaths and do all lawful acts requisite for the filing of such application or disclaimer and the procuring thereof, without further compensation but at the expense of Assignee, its successors, assigns or other legal representatives.

4. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Texas, without reference to any conflict of laws rules that might lead to the application of the laws of any other jurisdiction.

5. Nothing contained in this Assignment is intended to provide any rights to Assignee or Assignor beyond those rights expressly provided to Assignee or Assignor in the Purchase Agreement. Nothing contained in this Assignment is intended to impose any obligations or liabilities on Assignee or Assignor beyond those obligations and liabilities expressly imposed on Assignee or Assignor in the Purchase Agreement, or release Assignee or Assignor from any of its obligations or liabilities to Assignor or Assignee, respectively, under the Purchase Agreement. Nothing contained in this Assignment is intended to expand, limit, waive or supersede any of the rights or remedies available to Assignee or Assignor under the Purchase Agreement, and, to the extent there is a conflict between the terms of this Assignment and the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail.

6. The provisions of this Assignment will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7. This Assignment may be signed in any number of counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

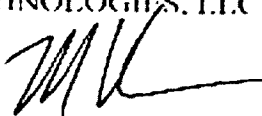
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THE NEXT PAGE IS THE SIGNATURE PAGE.]

IN WITNESS WHEREOF. Assignor and Assignee have caused this Assignment to be duly executed by their respective authorized officers effective as of the Effective Date.

ASSIGNOR:

DISRUPTIVE DOWNHOLE
TECHNOLOGIES, LLC

By:



Name:

Mzuma Cheesman

Title:

Manager

Signature Page to Intellectual Property Assignment

ASSIGNEE:

CITADEL CASING SOLUTIONS, LLC

By:



Name: ~~MANAGER~~ MICHAEL CHEESEMAN

Title: MANAGER

Signature Page to Intellectual Property Assignment

SCHEDULE 1
PATENTS

<u>Attorney ID</u>	<u>Application</u>	<u>Patent</u>	<u>Title</u>	<u>Issue Date</u>
DDT-1005-US	US 16/247861	US10738563B2	Treatment apparatus with flowback feature	8/11/2020

S-1

**SCHEDULE 2
TRADEMARKS**

None

S-2

SCHEDULE 3
COPYRIGHTS

None.

S-3

SCHEDULE 4
DOMAIN NAMES AND WEBSITES

None

S 4

SCHEDULE 5
SOFTWARE

None.

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EXHIBIT A

RECORDABLE ASSIGNMENT

THIS RECORDABLE ASSIGNMENT (this "Recordable Assignment"), dated as of December 22, 2023 (the "Effective Date"), is made and entered into by and between Disruptive Downhole Technologies, LLC, a Delaware limited liability company ("Assignor"), and Citadel Casing Solutions, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used in this Recordable Assignment but not otherwise defined herein shall have the respective meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, Assignor is the owner of all right, title and interest in, and to certain intellectual property; and

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof, by and among Assignor, Assignee and, solely with respect to Section 5.02 and Article VII thereof, Aspen Energy Partners, LLC, a Delaware limited liability company (as the same may be amended, together with all exhibits, annexes, schedules, and attachments thereto, the "Purchase Agreement"), and that certain Intellectual Property Assignment, dated as of the date hereof, by and between Assignor and Assignee (the "Intellectual Property Assignment"), and together with the Purchase Agreement, the "Agreements"), pursuant to which, among other things, Assignor has agreed to execute and deliver this Recordable Assignment to Assignee.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Agreements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Definitions.

- a. "Assigned Intellectual Property" means all Intellectual Property owned by Assignor or its Affiliates. Assigned Intellectual Property, includes, but is not limited to, the Patents listed on Schedule 1 hereto; the Trademarks listed on Schedule 2 hereto; and the Copyrights listed on Schedule 3 hereto.
- b. "Intellectual Property" means all of the following in any jurisdiction throughout the world: (i) patents and patent disclosures (collectively "Patents"); (ii) trademarks, service marks, trade dress, corporate names, logos and slogans (and all translations, adaptations, derivations and combinations of the foregoing), together with all goodwill associated with each of the foregoing (collectively "Trademarks"); (iii) Internet domain names; (iv) copyrights and copyrightable works (collectively "Copyrights"); (v) registrations and applications for any of the foregoing; (vi) trade secrets, confidential information, know-how and inventions; and (vii) computer software (including source code, executable code, and documentation).

2. Assignor hereby grants, sells, conveys, transfers, assigns and delivers to Assignee, free and clear of any Liens, other than Permitted Liens, all of Assignor's right, title and interest in,

and to the Assigned Intellectual Property throughout the United States of America, its territories and all foreign countries, including the right to claim priority under United States law, any applicable foreign country's law, or international convention, along with all rights to sue for infringement of any Assigned Intellectual Property, whether arising prior to or subsequent to the date of this Recordable Assignment, the same to be held and enjoyed by the Assignee, its successors, assigns and other legal representatives, from and after the date first above written, as fully and entirely as the same would have been held and enjoyed by Assignor had this Recordable Assignment not been made.

3. Assignor hereby covenants to execute any and all assignments, declarations, affidavits, and any other papers and take any actions necessary to perfect and vest such rights, title and interest in Assignee, its successors, assigns and legal representatives. If Assignee, its successors, assigns or other legal representatives shall desire to file any continuing or renewal applications based upon any of the Patents, or to file a disclaimer relating thereto, Assignor will upon request, sign all papers, make all rightful oaths and do all lawful acts requisite for the filing of such application or disclaimer and the procuring thereof, without further compensation but at the expense of Assignee, its successors, assigns or other legal representatives.

4. This Recordable Assignment shall be governed by, and construed in accordance with, the laws of the State of Texas, without reference to any conflict of laws rules that might lead to the application of the laws of any other jurisdiction.

5. Nothing contained in this Recordable Assignment is intended to provide any rights to Assignee or Assignor beyond those rights expressly provided to Assignee or Assignor in the Agreements. Nothing contained in this Recordable Assignment is intended to impose any obligations or liabilities on Assignee or Assignor beyond those obligations and liabilities expressly imposed on Assignee or Assignor in the Agreements, or release Assignee or Assignor from any of its obligations or liabilities to Assignor or Assignee, respectively, under the Agreements. Nothing contained in this Recordable Assignment is intended to expand, limit, waive or supersede any of the rights or remedies available to Assignee or Assignor under the Agreements, and, to the extent there is a conflict between the terms of this Recordable Assignment and the Agreements, the terms and conditions of the Agreements shall govern, supersede and prevail.

6. The provisions of this Recordable Assignment will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7. This Recordable Assignment may be signed in any number of counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK;
THE NEXT PAGE IS THE SIGNATURE PAGE.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Recordable Assignment to be duly executed by their respective authorized officers effective as of the Effective Date.

ASSIGNOR:

DISRUPTIVE DOWNHOLE
TECHNOLOGIES, LLC

By: MK

Name: MICHAEL CHEESEMAN

Title: MANAGER

**NOTARIZATION OR LEGALIZATION ACCOMPANYING RECORDABLE
ASSIGNMENT**

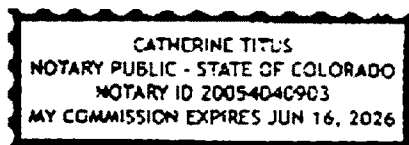
STATE OF Colorado)

COUNTY OF Jefferson)

On this 29 day of Jan, 2024, before me personally appeared Michael Cheeseman, known by me to be the person of the above name, who signed the foregoing instrument in the capacity designated, and acknowledged the same to be his own free act and deed and for the purpose therein set forth.

Catherine Titus
Notary Public

My Commission Expires: June 16, 2026



Signature Page to Recordable Assignment

ASSIGNEE:

CITADEL CASING SOLUTIONS, LLC

By: MK

Name: Michael Cheesman

Title: Manager

**NOTARIZATION OR LEGALIZATION ACCOMPANYING RECORDABLE
ASSIGNMENT**

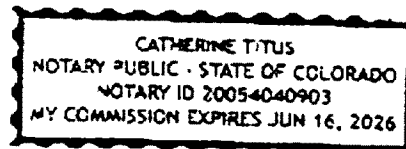
STATE OF COLORADO)

COUNTY OF Jefferson)

On this 29 day of Jan, 2024, before me personally appeared Michael Cheesman known by me to be the person of the above name, who signed the foregoing instrument in the capacity designated, and acknowledged the same to be his own free act and deed and for the purpose therein set forth.

Catherine Titus
Notary Public

My Commission Expires: June 16, 2026



Signature Page to Recordable Assignment

SCHEDULE 1

PATENTS

Attorney ID	Application	Patent	Title	Issue Date
DDT 1005-US	US 16/247861	US10738563B2	Treatment apparatus with flowback feature	8/11/2020

**SCHEDULE 2
TRADEMARKS**

None

S-2

SCHEDULE 3
COPYRIGHTS

None.

S-3