

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI220889

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
WellWorx Energy Solutions LLC	05/07/2024
RECEIVING PARTY DATA	
Company Name:	Liberty Lift Solutions LLC
Street Address:	16420 Park Ten Pl. Ste. 300
City:	Houston
State/Country:	TEXAS
Postal Code:	77084
PROPERTY NUMBERS Total: 15	
Property Type	Number
PCT Number:	US2013998
PCT Number:	US2036762
Application Number:	17034769
Application Number:	18215001
Application Number:	18374321
Patent Number:	10570721
Patent Number:	10605064
Patent Number:	10605065
Patent Number:	10920560
Patent Number:	11098571
Patent Number:	11199080
Patent Number:	11274541
Patent Number:	11434741
Patent Number:	11466553
Patent Number:	11733708
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:	7138293851

Email:	bmcaughan@md-iplaw.com
Correspondent Name:	ROBERT J MCAUGHAN
Address Line 1:	550 Westcott St Ste 375
Address Line 4:	Houston , TEXAS 77007

ATTORNEY DOCKET NUMBER:	4051.WW
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NAME OF SUBMITTER:	ROBERT MCAUGHAN
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SIGNATURE:	ROBERT MCAUGHAN
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DATE SIGNED:	05/09/2024
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	This document serves as an Oath/Declaration (37 CFR 1.63).
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Total Attachments: 7

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ASSIGNMENT OF INTELLECTUAL PROPERTY

WHEREAS, the undersigned WellWorx Energy Solutions LLC, a Texas limited liability company, hereafter “**Assignor**,” is the owner of record of certain new and useful methods, devices, processes, and/or systems that are disclosed, taught and/or claimed in one or more of the patents, and/or applications for patent identified below, including each provisional application to which an identified application claims benefit or priority (hereafter, collectively, “**Assigned Patent(s) and Application(s)**”).

Country	Title	Inventor(s)	Patent or Serial No.	Filing Date
US	SAND AND SOLIDS BYPASS SEPARATOR	John M. Raglin	11,773,708	12-13-2021
US	SAND AND SOLIDS BYPASS SEPARATOR	John M. Raglin	11,466,553	02-15-2022
US	FLUID AND GAS SEPARATOR	John M. Raglin, Justin R. Ramirez, Dallas Barrett	11,434,741	08-23-2021
US	GAS BYPASS SEPARATOR	John M. Raglin	11,274,541	02-24-2020
US	SAND AND SOLIDS BYPASS SEPARATOR	John M. Raglin	11,199,080	03-23-2020
US	FLUID AND GAS SEPARATOR	John M. Raglin, Justin R. Ramirez, Dallas Barrett	11,098,571	03-24-2020
US	HORIZONTAL GAS AND LIQUID BYPASS SEPARATOR	John M. Raglin	10,920,560	04-23-2020
US	FLUID AND GAS SEPARATOR	John M. Raglin, Justin R. Ramirez, Dallas Barrett	10,605,065	01-18-2019

Country	Title	Inventor(s)	Patent or Serial No.	Filing Date
US	SAND AND SOLID BYPASS SEPARATOR	John M. Raglin	10,605,064	06-11-2019
US	GAS BYPASS SEPARATOR	John M. Raglin	10,570,721	03-05-2019
US	SAND AND SOLIDS BYPASS SEPARATOR	John M. Raglin	18/374,321	09-28-2023
US	HELICAL FLOW GAS SEPARATOR	Kenneth B. Nolen John M. Raglin Justin R. Ramirez Steven R. Hinojos	18/215,001	01-27-2023
US	SYSTEM AND METHOD FOR DETERMINING PUMP INTAKE PRESSURE OR RESERVOIR PRESSURE IN AN OIL AND GAS WELL	John M. Raglin Kenneth B. Nolen Russell J. Messer	17/034,769	09-28-2020
MX	SAND AND SOLIDS BYPASS SEPARATOR	John M. Raglin	MX2021015191A	06-09-2020
CA	GAS BYPASS SEPARATOR	John M. Raglin	3142533	08-19-2020 (National Entry)
CA	SAND AND SOLIDS BYPASS SEPARATOR	John M. Raglin	3143052	12-08-2021 (National Entry)
CA	HORIZONTAL GAS AND LIQUID BYPASS SEPARATOR	John M. Raglin	3137770	10-21-2021 (National Entry)
CA	FLUID AND GAS SEPARATOR	John M. Raglin Kenneth B. Nolen	3127088	07-16-2020 (National Entry)

Country	Title	Inventor(s)	Patent or Serial No.	Filing Date
		Russell J. Messer		
PCT	SAND AND SOLIDS BYPASS SEPARATOR	John M. Raglin	PCT/US2020/036762	06-09-2020
PCT	FLUID AND GAS SEPARATOR	John M. Raglin Kenneth B. Nolen Russell J. Messer	PCT/US2020/013998	1-7-2020

WHEREAS, Liberty Lift Solutions, LLC, a Delaware limited liability company, hereafter “**Assignee**,” is desirous of acquiring the entire and exclusive right, title and interest in and to, and possession of: a) the Assigned Patent(s) and Application(s) and all rights thereto; b) the subject matter disclosed, taught and/or claimed in the Assigned Patent(s) and Application(s); and c) all tangible materials and intangible information concerning the Assigned Patent(s) and Application(s) and its subject matter, including but not limited to, copyrighted materials, know-how, confidential and proprietary information and trade secrets; d) all patents or applications claiming priority to or through any of the foregoing; and e) all foreign counterparts to the foregoing (hereafter, collectively, the “**Intellectual Property**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor and Assignee agree as follows.

1. **Assignment.** Except as provided in Paragraph 2, Assignor does hereby assign, transfer and forever convey, to Assignee, its successors and assigns, the entire and exclusive right, title and interest in and to, and possession and use of, the aforesaid Intellectual Property, in all countries, regions and political subdivisions throughout the world, including without limitation, as applicable, the right to claim priority thereto or benefit thereof in all future applications for patent; the right to file and prosecute all related applications in the United States, in any foreign country or with any application filing convention or treaty, disclosing and/or claiming the Intellectual Property, in whole or in part, including, without limitation, all provisional applications, non-provisional applications, divisional applications, continuation applications, continuation-in-part applications, renewals, reissues, reexaminations, substitutes or extensions thereof; the right to all patents or other related property right that may be issued or granted thereon anywhere in the world; the right to all income, royalties, damages and payments now or hereafter due or payable with respect to any patent or other right transferred herein; the right to all causes of action (either in law or in equity); the right to sue, counterclaim, and recover for past, present, and future infringement of the rights transferred herein; all as fully and entirely the same as would have been held and enjoyed by Assignor if the transfer and assignment had not been made.

2. **Retention.** Assignor expressly retains all right, title and interest in and to all causes of action, remedies, right to sue, counterclaims, and recovery for past infringement of U.S. Patent No. 10,605,064, U.S. Patent No. 11,199,080, and U.S. Patent No. 11,466,553, including all patent infringement damages for past infringement claimed in the action *WellWorx Energy Solutions, LLC v. Oilify New-Tech Solutions, Inc.*, Case No. 7:22-cv-00059-ADA (W.D. Tex.), is pending in the Western District of Texas Midland–Odessa Division, Midland County, Texas against defendants Oilify New-Tech Solutions Inc. and Q2 Artificial Lift Services LLC.

3. **Prosecution by Assignee.** Assignor hereby understands and acknowledges that by executing this document, except for those rights expressly retained by Assignor in sections 1 and 2 herein, Assignor relinquishes all rights to the Intellectual Property, and that Assignee will have the exclusive right to prosecute the Intellectual Property to the exclusion of the interests of Assignor, the inventor(s), and the applicant(s). Assignee will have no duty or obligation to keep Assignor, the inventor(s), or the applicant(s) informed about the Intellectual Property, or to seek advice or comment about the Intellectual Property or to account in any manner for use made of the Intellectual Property.

4. **Issuance to Assignee.** Assignor hereby authorizes and requests the appropriate governmental official to issue any and all patents, certificates, registrations, grants or related property right assigned hereunder, to Assignee, as the owner of the entire and exclusive right, title and interest in and to the same.

5. **Warranty of Title.** Assignor hereby represents, warrants and covenants that Assignor has the full right to convey the interest herein assigned; that Assignor has not executed and will not execute any agreement, instrument or assignment in conflict herewith; and that the rights assigned herein are not subject to any other grant, license or right, or otherwise encumbered.

6. **Further Actions.** Assignor hereby covenants and agrees that Assignor will at any time upon request make, execute and deliver without further compensation, any and all other instruments in writing, including further applications, papers, affidavits, powers of attorney, assignments, and other documents; and do all lawful acts and things, which, in the opinion of Assignee, its successors and assigns, may in any country be required or necessary more effectively to secure to and vest in Assignee, its successors and assigns, the property transferred herein; and that Assignor will execute any application for reissue, division, continuation, continuation-in-part, counterpart, renewal, reexamination, correction, substitute or extension of said Intellectual Property or any resulting patent or related property right. Assignor covenants and agrees that Assignor will at any time upon request communicate to the Assignee, its successors, assigns or other legal representatives any facts relating to the aforesaid Assigned Patent(s) and Application(s) and Intellectual Property personally known, and will testify as to the same in any interference, litigation, mediation, arbitration or other proceeding when requested to do so.

7. **Assignee as Attorney-in-fact.** To the extent Assignor is unavailable, unable or unwilling to execute and/or deliver any instrument described in paragraph 5, Assignor hereby appoints each officer of Assignee, and specifically appoints Assignee's General Counsel, as its limited attorney in fact for the sole and limited purpose of executing such instrument.

8. **No Challenge**. Assignor hereby covenants and agrees that Assignor will never challenge or aid the challenge by another of the validity, enforceability, or claim scope of the Intellectual Property transferred hereunder. Assignor hereby covenants and agrees that Assignor will never challenge or aid the challenge by another of the validity, enforceability, or claim scope of a later-issued patent claim that is supported by the Intellectual Property transferred hereunder.

9. **Choice of Law**. The laws of the State of Texas shall control the interpretation and effect of this document and without application of that state's laws concerning conflict of law.

10. **Severability**. Assignor and Assignee hereby agree that this agreement is severable in the event one or more clauses, covenants or obligations set forth in this agreement are found to be invalid or unenforceable by a court of competent jurisdiction. Assignor and Assignee hereby agree that those clauses, covenants, and obligations that are not found to be invalid or unenforceable shall be enforced as if the severed clause, covenant, or obligation had never existed.

11. **Legal Counsel** ASSIGNOR UNDERSTANDS AND ACKNOWLEDGES THAT NEITHER IN-HOUSE LEGAL COUNSEL FOR ASSIGNEE NOR OUTSIDE LEGAL COUNSEL REPRESENTING ASSIGNEE CONCERNING THIS AGREEMENT OR THE INTELLECTUAL PROPERTY REFERENCED IN THIS AGREEMENT, REPRESENT THE INTERESTS OF ASSIGNOR, OR ANY OF THEM, CONCERNING THIS AGREEMENT OR THE INTELLECTUAL PROPERTY REFERENCED IN THIS AGREEMENT. ASSIGNOR FURTHER ACKNOWLEDGES AND AGREES THAT IT HAS HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL OF ITS OWN CHOOSING AND AT ITS OWN COST CONCERNING THE EFFECT AND PURPOSE OF THIS AGREEMENT AND THE SCOPE OF THE RIGHTS TRANSFERRED HEREUNDER, AND THAT ASSIGNOR VOLUNTARILY AND WITHOUT RESERVATION OF ANY KIND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS STATED HEREIN.

12. **Construction**. This agreement incorporates all of the terms, conditions, representations, warranties and covenants in that certain Asset Purchase Agreement dated as of the date hereof among Assignor, Assignee and the other parties thereto (the "**Purchase Agreement**"). Nothing in this agreement is intended to supersede, modify, limit, expand or amend any of the rights or obligations of the parties to the Purchase Agreement. In the event of any conflict between the terms of the Purchase Agreement and the terms of this agreement, the terms of the Purchase Agreement shall prevail.

Signature page follows.

IN WITNESS WHEREOF, and intending to be bound hereby, Assignor and Assignee have executed this agreement effective as of May 7, 2024.

ASSIGNOR

WELLWORX ENERGY SOLUTIONS, LLC

By: 

Name: John Matthew Raglin

Title: President

186 Joe Klar Rd

Address

Boerne, Tx 78006

May 7, 2024

Date of Execution

*** NOTARIZATION IS
PREFERRED, BUT NOT
REQUIRED ***

STATE OF Texas §

COUNTY OF Midland §

BEFORE ME, the undersigned authority, on this day personally appeared John Matthew Raglin, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY
HAND and seal of office this 7
day of May, 2024.

[NOTARY
STAMP]

ASSIGNEE

LIBERTY LIFT SOLUTIONS, LLC

By: Bobby A Evans
Name: Bobby Evans
Title: Chief Executive Officer and President

Address

Date of Execution

*** NOTARIZATION IS
PREFERRED, BUT NOT
REQUIRED ***

STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared Bobby Evans, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this _____ day of _____, 2024.

[NOTARY
STAMP]