

Resub

10-11-2002

73/131652



MARK

102247625

Mark: GARY POOL  
Registration No: 1104475  
Date of Registration: MAY 23, 1954  
Class No. Int. Class Number: 37 - Prior Class Number: 103  
ASSIGNOR: GARY POOLS, INC.  
438 Sandau Rd.  
San Antonio, Texas 78218

ASSIGNEE: SOUTHERN TRADEWINDS LIMITED PARTNERSHIP  
438 Sandau Rd.  
San Antonio, Texas 78218

Assignor is, and has been, the owner of the above trademark since May 23, 1954 and which was previously sold to Southern Tradewinds Limited Partnership on August 1, 1994 along with the goodwill symbolized by that sale.

For valuable consideration received, Assignor hereby grants and assigns to Assignee Assignor's entire interest in the trademark, GARY POOLS (AND DESIGN) and its registration, together with that part of the goodwill of Assignor's business connected with the use of and symbolized by the mark effective as of August 1, 1994.

Executed on May 31, 2001

GARY POOLS AND, INC.

By: Leif Zars  
LEIF ZARS, President

ACKNOWLEDGMENT

State of TEXAS )

)

County of BEXAR )

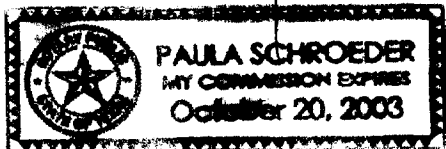
On December 9, 2001 personally appeared LEIF ZARS, known to me to be the person whose name is subscribed to the within instrument and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Paula Schroeder

02/15/2002 TBIAZ1 00000093 1104475  
01 FC:401 40.00 DP

Seal



**ASSIGNMENT**

WHEREAS, M<sup>a</sup> Clara Blanes Mira, M<sup>a</sup> Mercedes Llobregat Hernandez, Ana Isabel Gil Tebar, Gregorio Joaquin Fernandez Ballester, Rosa M<sup>a</sup> Planell Cases, Antonio Vicente Ferrer Montiel, Salvador Viniegra Bover, Luis Miguel Gutierrez Perez, Teresa Carbonell Castelló, and Enrique Perez Paya hereinafter called the "Assignors", have made the invention described in the United States patent application entitled NEURONAL EXOCYTOSIS INHIBITING PEPTIDES AND COSMETIC AND PHARMACEUTICAL COMPOSITIONS CONTAINING SAID PEPTIDES, executed by Assignors on the same date as this Assignment;

WHEREAS, LIPOTEC, S.A., a corporation organized and existing under the laws of Spain, having a place of business at Santa Eulalia, 240, Edif. Vanduard, E-08902, Hospitalet de Llobregat, Spain, hereinafter called the "Assignee", desires to acquire the entire right, title and interest in and to the invention and the patent application identified above, and all patents which may be obtained for said invention, as set forth below;


NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt of which by the Assignors from the Assignee is hereby acknowledged, the Assignors have sold, assigned and transferred, and by these presents do sell, assign and transfer to the Assignee, the entire right, title and interest for the United States in and to the invention and the patent application identified above, and any patents that may issue for said invention in the United States; together with the entire right, title and interest in and to said invention and all patent applications and patents therefor in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; together with the entire right, title and interest in and to all continuations, divisions, renewals and extensions of any of the patent applications and patents defined above; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents.

The Assignors hereby covenant and agree, for both the Assignors and the Assignors' legal representatives, that the Assignors will assist the Assignee in the prosecution of the patent application identified above; in the making and prosecution of any other patent


applications that the Assignee may elect to make covering the invention identified above; in vesting in the Assignee like exclusive title in and to all such other patent applications and patents; and in the prosecution of any interference which may arise involving said invention, or any such patent application or patent; and that the Assignors will execute and deliver to the Assignee any and all additional papers which may be requested by the Assignee to carry out the terms of this Assignment.

The Commissioner of Patents and Trademarks is hereby authorized and requested to issue patents to the Assignee in accordance with the terms of this Assignment.


IN TESTIMONY WHEREOF, the Assignors have executed this agreement.

DATE: 10/10/01   
M<sup>a</sup> Clara Blanes Mira

WITNESSED:

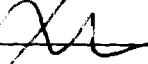
DATE: 10/10/01   
ANA MORERA ALVAREZ

DATE: 10/10/01   
PABLO IGLESIAS SAN MARTÍN

DATE: 17/10/01   
M<sup>a</sup> Mercedes Lobregat Hernández

WITNESSED:

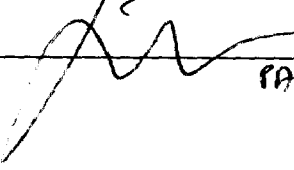
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ANA MORERA ALVAREZ

DATE: 17/10/01   
PABLO IGLESIAS SAN MARTÍN

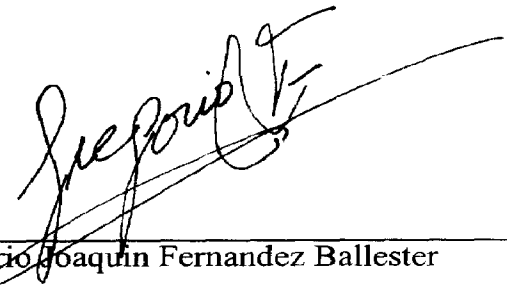
DATE: 35/20/02   
Ana Isabel Gil Tebar

WITNESSED:

DATE: 15/10/01   
ANA MORERA ALVAREZ


DATE: 15/10/01   
PABLO IGLESIAS SAN MARTÍN

DATE: 17/10/2001

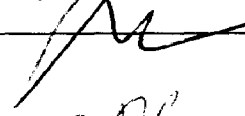
  
Gregorio Joaquín Fernández Ballester

WITNESSED:

DATE: 17/10/2001

  
ANA MORENA ALVAREZ

DATE: 17/10/2001


  
PABLO FOLEAS SAN MARTIN

DATE: 17/10/2001

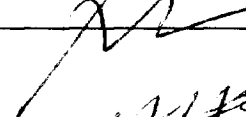
  
Rosa M Planell Cases

WITNESSED:

DATE: 10/10/2001

  
ANA MORENA ALVAREZ

DATE: 10/10/2001

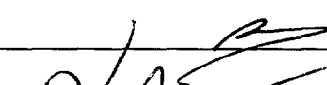
  
PABLO FOLEAS SAN MARTIN

DATE: 10/10/2001


  
Antonio Vicente Ferrer Montiel

WITNESSED:

DATE: 10/10/2001

  
ANA MORENA ALVAREZ

DATE: 10/10/2001


  
PABLO FOLEAS SAN MARTIN

DATE: 15/10/2001

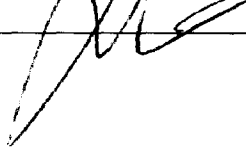
  
Salvador Viniestra Bover

WITNESSED:


DATE: 15/10/2001

  
ANA MORENA ALVAREZ

DATE: 15/10/2001


  
PABLO FOLEAS SAN MARTIN

DATE: 15/10/2001

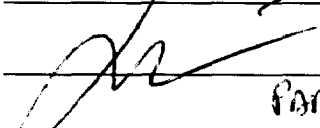
  
Luis Miguel Gutierrez Perez

WITNESSED:

DATE: 15/10/2001

  
ANA MODERA ALVAREZ

DATE: 15/10/2001


  
PABLO IGLESIAS SAN MARTIN

DATE: 18/10/2001

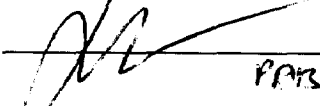
  
Teresa Carbonell Castelló

WITNESSED:

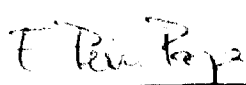
DATE: 18/10/2001

  
ANA MODERA ALVAREZ

DATE: 18/10/2001

  
PABLO IGLESIAS SAN MARTIN

DATE: 18/10/2001

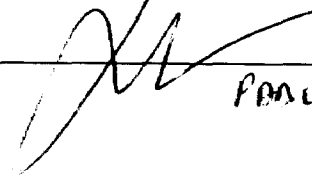
  
Enrique Perez Paya

WITNESSED:

DATE: 18/10/2001

  
ANA MODERA ALVAREZ

DATE: 18/10/2001

  
PABLO IGLESIAS SAN MARTIN

**ASSIGNMENT**

As a below-named inventor of the U.S. patent application entitled **Rock Drill Bits, Methods, and Systems with Torques Balanced for Transitions**, which names an inventorship of Kevin L. Glass and Matthews III, and which was filed 03/26/2002 (MM/DD/YY) and received Serial No. **10/108,252**, I hereby sell, assign and transfer to **Halliburton Energy Services, Inc.**, , (hereinafter referred to as ASSIGNEE), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the full and exclusive right, title and interest to said invention in the United States and its territorial possessions and in all foreign countries and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in all foreign countries to be obtained for said invention by said application or any division, continuation, continuation-in-part, renewal, substitute, extension, re—examination or reissue thereof or any legal equivalent thereof in any foreign country for the full term or terms of which the same may be granted, and specifically including the right to file foreign applications and claim priority therefor under the provisions of any convention or treaty;

and I also hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale;

and I further hereby covenant that I will, upon ASSIGNEE’S request, promptly provide ASSIGNEE with all pertinent facts and documents, relating to said application, to any invention disclosed therein, or to any of said Letters Patent or legal equivalents thereof in the United States or in foreign countries, as may be known and accessible to me, and that I will testify and give evidence as to the same in any litigation or interference which may arise, and that I will promptly execute and deliver to ASSIGNEE or its legal representative, without charge but at Assignee’s expense, any and all papers, instruments or affidavits which may be required, necessary or desirable for the purpose of applying for, obtaining, maintaining, issuing or enforcing said application and said Letters Patent and said equivalents thereof in the United States or in any foreign country; and I further authorize ASSIGNEE or its legal representative to make any submissions or true declarations which may be needed in connection with the prosecution of this application or related applications in the U.S. or in other countries, consistent with the requirements of the applicable country;



**DECLARATION AND POWER OF ATTORNEY**

As a below-named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below.

I believe that I am an original, first and joint inventor of the innovative subject matter described and claimed in the U.S. patent application identified as follows:

Title: **Rock Drill Bits, Methods, and Systems with Torques Balanced for Transitions;**

Inventor(s): Kevin L. Glass, Oliver Matthews III (full legal name(s) listed below);

Attorney Docket No.: SD-00-11;

Filing Date (MM/DD/YY): 03/26/2002;

Serial No.: 10/108,252.

This application claims priority from the following application(s) (all U.S., or designating the U.S. if PCT): 60/278,865, filed 03/26/2001 (MM/DD/YY).

I hereby state that I have reviewed and understand the contents of the above-identified U.S. patent application, **INCLUDING THE CLAIMS.**

I acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulation, §1.56(a).

I do not know and do not believe that the claimed invention was ever known or used in the United States of America before my invention or discovery thereof.

I do not know and do not believe that the claimed invention was ever patented or described in any printed publication in any country before my invention or discovery thereof.

I do not know and do not believe that the claimed invention was ever patented or made the subject of an inventor's certificate issued prior to the date of this application in any country foreign to the United States of America on an application filed by me or my legal representatives or assigns.

I do not know and do not believe that the claimed invention was ever patented or described in any printed publication in any country more than one year prior to the filing date of this U.S. application.

I do not know and do not believe that the claimed invention was ever in public use or on sale in the United States of America more than one year prior to the filing date of this U.S. application.

I hereby appoint Robert Groover III, Reg.No.30,059 to prosecute this application and transact all business in the Patent and Trademark Office connected therewith, and also to file and prosecute any corresponding application in any foreign country.

I hereby direct that all correspondence and telephone calls be addressed to:

Robert Groover,  
17000 Preston Rd. #230, Dallas TX 75248;  
(972) 380-6333.

I hereby claim the benefit of priority, under 35 U.S.C. §119 or §120 as may be applicable, of any application(s) for patent or inventor's certificate listed below:

The PTO did not receive the following listed item(s) Assignment Cover Sheet


NO COVER SHEET

NON REC

I hereby declare that all statements made of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and may also jeopardize the validity of the application or any patent issued thereon.

Inventor: Kevin L. Glass

Date: 5/13/02

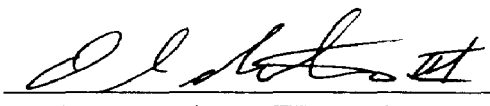
Signature: 

Residence and Mailing Address: 1823 W. Welsford, Spring, TX 77386, U.S.A.

Citizenship: U.S.

Inventor: Oliver Matthews III

Date: 5/13/02

Signature: 

Residence and Mailing Address: 6822 Peace River Drive, Spring, TX 77379, U.S.A.

Citizenship: U.S.