

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OilTracers, L.L.C.		03/03/2010	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	Weatherford/Lamb, Inc.		
Street Address:	515 Post Oak Blvd.		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77027		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3081934	OILTRACERS	
Registration Number:	2515901	OILTRACERS	
Registration Number:	2515302	OILREF	
Registration Number:	2504290	OILREF	
CORRESPONDENCE DATA			
Fax Number:	(713)693-4802		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	713-693-4462		
Email:	crystal_taylor03@yahoo.com		
Correspondent Name:	Crystal Taylor		
Address Line 1:	515 Post Oak Blvd.		
Address Line 4:	Houston, TEXAS 77027		
NAME OF SUBMITTER:	Crystal Taylor		
Signature:	/Crystal Taylor/		

OP \$115.00 3081934

TRADEMARK

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Date:

10/18/2010

Total Attachments: 38

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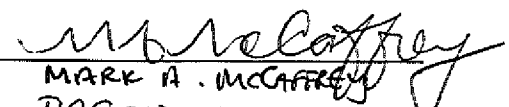
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Trade and Service Mark Assignment

In accord with a certain Asset Purchase Agreement dated March 3, 2010, OilTracers, L.L.C., a Limited Liability Company of the state of Texas, hereby, for good and valuable consideration, receipt of which is hereby acknowledged, assigns unto Weatherford/Lamb, Inc., a Delaware corporation, all right, title, and interest in and to the following marks, together with the good will of the business symbolized and identified by such marks and together with all registrations of the same, if any of them are registered:

1. OILTRACERS® Registered on 4/18/2006
U.S. Registration No. 3,081,934
2. OILTRACERS® Registered on 12/4/2001
U.S. Supplemental Registration No. 2,515,901
3. OILREF® Registered on 12/4/2001
U.S. Registration No. 2,515,302
4. OILREF® Registered on 11/6/2001
U.S. Registration No. 2,504,290

OILTRACERS, L.L.C.

By: 
MARK A. MCCARTHY
Title: PRESIDENT

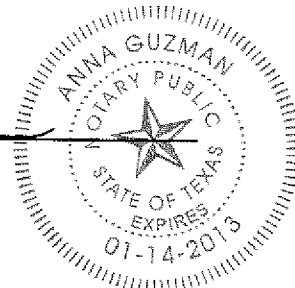
COUNTY OF DALLAS §

§

STATE OF TEXAS §

BEFORE ME, the undersigned authority on this 12 day of October, 2010, personally appeared MARKA. McCAFFREY known to me to be the person who executed the foregoing instrument as OILTRACERS LLC, the corporation therein named and acknowledged to me that the instrument was the free deed and act of said corporation for the purposes therein set forth and intending that this instrument be recorded.

Anna Guzman
Notary Public



SEAL

ASSET PURCHASE AGREEMENT

BY AND AMONG

OILTRACERS, L.L.C.,

THE MEMBERS OF OILTRACERS, L.L.C.

AND

WEATHERFORD LABORATORIES, INC.

MARCH 3, 2010

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DISCLOSURE SCHEDULES

Section 1.1(a)(i)—Equipment
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 Section 1.2—Excluded Assets
 Section 2.1—Corporate Matters
 Section 2.3(b)—Government Licenses
 Section 2.4(d)—Certain Member Retained Assets
 Section 2.5—Contracts and Commitments
 Section 2.8—Product Warranties
 Section 2.12—Insurance
 Section 4.4—Permitted Activities

EXHIBITS

Exhibit A—Purchase Price Allocation
 Exhibit B—Pro Rata Interest

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is made and entered into this 3rd day of March, 2010, by and among OilTracers, L.L.C., a Texas limited liability company (the "Seller"), the members of the Seller set forth on the signature pages hereto (the "Members"), and Weatherford Laboratories, Inc., a Texas corporation (the "Buyer").

WITNESSETH:

WHEREAS, the Seller desires to transfer to the Buyer the Business and certain properties, assets and certain of the liabilities related to the Business, and the Buyer desires to acquire such Business, properties and assets and assume such liabilities, all upon the terms and subject to the conditions set forth below; and

WHEREAS, the parties hereto desire to set forth certain representations, warranties and agreements, all as more fully set forth below.

NOW, THEREFORE, in consideration of the premises and the respective covenants and agreements contained herein, the parties hereto agree as follows:

Article 1 – Purchase and Sale of Assets

1.1 Transferred Assets.

- (a) At the Closing, the Seller shall sell, assign, transfer, grant, bargain, deliver and convey to the Buyer, free and clear of all Liens other than Permitted Encumbrances, (1) the Seller's entire right, title and interest in, to and under the Business, as a going concern, and (2) all assets owned or used by the Seller (other than Excluded Assets) in connection with, relating to or arising out of the Business of every type and description, tangible and intangible, wherever located and whether or not reflected on the books and records of the Seller (all of such assets, properties and rights collectively referred to as the "Transferred Assets"), including:
- (i) All Equipment, including the Equipment set forth in Section 1.1(a)(i) of the Disclosure Schedule;
 - (ii) All Proprietary Information, including the Proprietary Information set forth in Section 1.1(a)(ii) of the Disclosure Schedule;
 - (iii) Subject to Section 1.2 hereof, all unfilled or outstanding purchase orders, sales or service contracts, other commitments, contracts, engagements and leases to which the Seller is entitled at the Closing and that relate to the Business (the "Entitlements"), all of which Entitlements are set forth in Section 1.1(a)(iii) of the Disclosure Schedule;
 - (iv) All prepaid expenses and deposits made by the Seller relating to the Business; and
 - (v) Any goodwill and other intangibles associated with the Business.
- (b) Within three Business Days after the Closing Date, the Seller shall notify each Person which may have possession of any of the Transferred Assets at the Closing Date, whether by consignment or otherwise, of the transfer of such Transferred Assets to the Buyer.

- (c) The Seller covenants and agrees to remit to the Buyer within five Business Days of the Seller's receipt any and all amounts received by it after the Closing Date on account of any Entitlements. The Buyer covenants and agrees to remit to the Seller within five Business Days of the Buyer's receipt any and all amounts received by it after the Closing Date on account of any Excluded Assets.

1.2 Excluded Assets. Anything in Section 1.1(a) to the contrary notwithstanding, there shall be excluded from the assets, properties, rights and business to be transferred to the Buyer hereunder (a) those assets of the Seller not used in the Business, (b) cash and cash equivalents of the Business, (c) the Accounts Receivable for work performed by the Seller and Members prior to the Closing and (d) those assets of the Seller listed or described in Section 1.2 of the Disclosure Schedule (collectively, the "Excluded Assets").

1.3 Closing. Subject to the conditions set forth in this Agreement, the Closing shall take place at the offices of the Buyer, 515 Post Oak Blvd., Suite 600, Houston, Texas, at 11:00 a.m. on the date of this Agreement, or at such other time, date or place as the parties hereto shall mutually agree upon in writing. The date upon which the Closing occurs is herein called the "Closing Date". Title to, ownership of, control over and risk of loss of the Transferred Assets shall pass to the Buyer at the Closing. Such transfer shall be deemed to have occurred and the Closing shall be effective as of 12:01 a.m., Houston, Texas time on the Closing Date.

1.4 Purchase Price. In consideration of the transfer to the Buyer of the Transferred Assets, the Buyer shall:

- (a) Pay to the Seller on the Closing Date an aggregate amount equal to \$2,090,000 in United States dollars in immediately available funds by wire transfer to a bank account or accounts to be designated by the Seller; and
- (b) Pay to the Seller the Contingent Consideration, if any, in accordance with Section 1.10.

The amount specified in Section 1.4(a) and the Contingent Consideration are herein collectively referred to as the "Purchase Price".

1.5 Liabilities Assumed by the Buyer. The Buyer shall pay and discharge in due course all liabilities, debts and obligations relating to the Transferred Assets or the Business in each case to the extent, and only to the extent, related to periods on or after, but not prior to, the Closing Date, including (i) any and all Tax liabilities pertaining to either the Transferred Assets or the Business for periods (or portions thereof) on or after the Closing Date, (ii) subject to Section 1.9, any and all Property Taxes, (iii) the obligations of the Seller under the express written terms of the Entitlements to the extent and only to the extent such obligations are not Pre-Closing Obligations, and (iv) all liabilities and obligations related to the conduct or operation of the Transferred Assets or the Business from and after the Closing (collectively, the "Assumed Liabilities"), and the Seller shall not retain, or in any way be liable or responsible for, any of such Assumed Liabilities from and after the Closing.

1.6 Liabilities Not Assumed by the Buyer. The Seller and the Members shall pay and discharge in due course all liabilities, debts and obligations relating to the Seller, the Transferred Assets or the Business in each case to the extent, and only to the extent, related to periods prior to, but not on or after, the Closing Date, whether known or unknown, now existing or hereafter arising, contingent or liquidated, including (i) any and all Tax liabilities (other than Property Taxes) pertaining to any of the Seller, the Transferred Assets or the Business for periods (or portions

thereof) prior to the Closing Date, (ii) any Debt Obligations of the Seller, (iii) all liabilities and obligations relating to any products manufactured, sold or distributed or services provided by or on behalf of the Seller or with respect to any claims made pursuant to warranties to third Persons in connection with products manufactured, sold or distributed or services provided by or on behalf of the Seller, (iv) all Pre-Closing Obligations and (v) all liabilities and obligations related to the conduct or operation of the Transferred Assets or the Business prior to the Closing (collectively, the “Retained Liabilities”), and the Buyer shall not assume, or in any way be liable or responsible for, any of such Retained Liabilities.

1.7 Transfer Taxes; Recording Fees. The Buyer, the Seller and the Members expect that the sale of the Transferred Assets will qualify as the sale of the entire operating assets of Seller’s business, which would be exempt from Texas sales and use Taxes as an occasional sale. The Buyer shall pay any and all recording, filing or other fees relating to the conveyance or transfer of the Transferred Assets from the Seller to the Buyer. The Buyer and the Seller shall cooperate in good faith to minimize, to the extent permissible under applicable law, the amount of any of the foregoing Taxes.

1.8 Allocation of Purchase Price. The Purchase Price shall be allocated among the Transferred Assets and the covenants of the Members and the Seller contained in Section 4.4 hereof in accordance with Exhibit A attached hereto in accordance with Section 1060 of the Code. The Buyer and the Seller for themselves and for their respective successors and assignees covenant and agree that each will file their Forms 8594 with their respective income tax returns for the taxable year that includes the date hereof and in accordance with such allocation.

1.9 Prorations of Property Taxes. All ad valorem Taxes, real property Taxes, personal property Taxes, and similar obligations assessed against or pertaining to the Transferred Assets for the taxable period that includes the Closing Date (“Property Taxes”) shall be apportioned as of the Closing Date between the Seller and the Buyer determined by prorating each such Property Tax based on the number of days in the taxable period that occur prior to the Closing Date, on the one hand, and the number of days in such period that occur on and after the Closing Date, on the other hand. If the amount of any such Property Tax cannot be ascertained as of the Closing Date, the proration of such Property Tax shall be made on the basis of the preceding year. The aggregate amount of all Property Taxes that is allocable to the portions of the taxable year occurring prior to the Closing Date (determined pursuant to the foregoing provisions of this Section 1.9) shall be for the account of the Seller, and all other Property Taxes shall be for the account of the Buyer. The Buyer shall receive a credit against the Purchase Price on the Closing Date for the Seller’s pro rata portion of such Property Taxes, and to the extent that such proration may be inaccurate, the Seller and the Buyer agree to make such payment to the other after the tax statements have been received as is necessary to allocate such Property Taxes properly between the Seller and the Buyer as of the Closing Date. The Buyer shall pay, or cause to be paid, all Property Taxes to the appropriate Governmental Entity on or prior to the due date thereof (as may have been extended).

1.10 Contingent Consideration.

- (a) As additional consideration for the transfer to the Buyer of the Transferred Assets, if the Revenue is at least \$600,000 during either of the 12-month periods ending December 31, 2010 and 2011 (each such 12-month period, a “Contingent Payment Period”), the Buyer shall pay the Seller the amount of \$380,000 (a “Contingent Payment”) for Contingent

Payment Period (the "Contingent Consideration"); provided that the Contingent Consideration shall be subject to an aggregate maximum of \$760,000, or two such Contingent Payments. For the avoidance of doubt, the parties agree that the Contingent Payment Period ending December 31, 2010 shall include Revenue from January 1, 2010 through Closing.

- (b) If during any Contingent Payment Period (i) the Buyer sells, disposes or otherwise transfers all or substantially all of the Transferred Assets (other than to an Affiliate or Affiliates of the Buyer), (ii) the Buyer and its Affiliates cease to conduct the Business or (iii) the Buyer and its Affiliates cease to provide funding for the Business, within 30 days after any such occurrence, the Buyer shall pay the Seller the amount of \$380,000 for each remaining Contingent Payment Period that has not passed at the time of such occurrence up to a maximum of \$760,000 in aggregate being paid pursuant to clauses (a) and (b) of this Section 1.10.
- (c) Provided that the aggregate maximum Contingent Consideration has not then already been paid, within 90 calendar days after the end of each Contingent Payment Period, the Buyer shall prepare and deliver to the Seller a statement reflecting the Revenue for that Contingent Payment Period and whether a Contingent Payment will be made for such Contingent Payment Period (each a "Contingent Payment Statement"). The Buyer shall provide the Seller with access to copies of all work papers and other relevant documents to verify the information contained in the Contingent Payment Statement. The Seller shall not disclose any of such work papers or other documents or the contents thereof to any other Person other than to the Seller's legal and accounting representatives, without the Buyer's prior written Consent. The Seller shall have a period of 20 calendar days after delivery to the Seller of the Contingent Payment Statement (the "Review Period") to review it and make any objections the Seller may have in writing to the Buyer. If written objections to the Contingent Payment Statement are received by the Buyer within the Review Period, then the Buyer and the Seller shall attempt to resolve the matter or matters in dispute. If no written objections are made within the Review Period, or if the Contingent Payment Statement is otherwise agreed to by the parties, the Buyer shall pay to the Seller the Contingent Payment, if any, for that Contingent Payment Period within 15 calendar days after the later of the end of the Review Period or the agreement of the Contingent Payment Statement by the parties. If disputes with respect to the Contingent Payment Statement cannot be resolved by the Buyer and the Seller within 30 calendar days after the receipt by the Buyer of the objections to the Contingent Payment Statement, then either party with notice to the other party may submit the specific matters in dispute to PriceWaterhouseCoopers LLP or such other recognized independent accounting firm as may be approved by the Buyer and the Seller, which firm shall render its determination as to such matters. Based on such determination, such accounting firm will then send to the Buyer and the Seller its determination on the specific matters in dispute, together with a revised Contingent Payment Statement reflecting such resolution, which determination shall be final and binding on the parties hereto. Within 15 calendar days after delivery of such determination to the Buyer and the Seller, the Buyer shall pay to the Seller the Contingent Payment, if any, for that Contingent Payment Period. The fees and other costs charged by the independent accounting firm shall be borne equally by the Buyer and the Seller.

- (d) The Seller and each Member hereby irrevocably appoints the Member Representative to be the representative of the Seller and the Members following the Closing Date in any matter arising out of this Section 1.10 or this Agreement. For any matter in which the Buyer is entitled to rely on or otherwise deal with the Seller or the Members, the Buyer shall be entitled to communicate solely with the Member Representative and shall be entitled to rely on any such communications as being the desire and will of the Seller and the Members. Notice delivered to the Member Representative shall be deemed to be notice to the Seller and the Members. The Member Representative shall not by reason of this Agreement have any fiduciary relationship in respect of any Member. The Member Representative shall not be liable to the Buyer, the Seller or the Members in its capacity as Member Representative for any error of judgment, or any act done or step taken or omitted by him in good faith or for any mistake in fact or law, or for anything which he may do or refrain from doing in connection with this Agreement. In no event shall the Member Representative, in his capacity as the Member Representative, be liable to the Buyer for any breach of this Agreement by the Seller or any Member.

Article 2 – Representations, Warranties and Covenants of the Seller and the Members

The Seller and the Members hereby jointly and severally represent and warrant to the Buyer as follows:

2.1 Corporate Matters. The Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the state of Texas. The Seller is duly authorized, qualified and licensed and has all requisite power and authority under all applicable laws, ordinances and orders of public authorities to own, operate and lease its properties and assets and to carry on its business in the places and in the manner currently conducted. The Seller is qualified to transact business as a foreign corporation and is in good standing in the jurisdictions, if any, specified in Section 2.1 of the Disclosure Schedule, and there is no other jurisdiction in which the nature and extent of the Business or the character of the Seller's assets makes such qualification necessary. The Seller has all requisite limited liability company power and authority to enter into this Agreement and to perform its obligations under this Agreement, and each Member has all requisite legal capacity to enter into this Agreement and to perform his or her obligations under this Agreement. The Members own beneficially and of record all of the issued and outstanding units, shares, interests or other equity interests of any kind of the Seller free and clear of all Liens.

2.2 Validity of Agreement; Absence of Conflicts with Other Instruments.

- (a) This Agreement, and all transactions contemplated hereby, have been duly authorized and approved by the board of managers and the members of the Seller. No further limited liability company action is necessary on the part of the Seller to execute and deliver this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Seller and the Members and is a legal, valid and binding obligation of each of them enforceable against them in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws from time to time in effect that affect creditors' rights generally and by legal and equitable limitations on the availability of specific remedies.

- (b) The execution, delivery and performance of this Agreement and the other agreements and documents to be delivered by the Seller and the Members to the Buyer, the consummation of the transactions contemplated hereby or thereby, and the compliance with the provisions hereof or thereof, by the Seller and the Members will not, with or without the passage of time or the giving of notice or both: (i) conflict with, constitute a breach, violation or termination of any provision of, or give rise to any right of termination, cancellation or acceleration, or loss of any right or benefit or both, under, any of the Entitlements; (ii) conflict with or violate the articles of organization, regulations or limited liability company agreement of the Seller; (iii) result in the creation or imposition of any Lien on any of the Transferred Assets; (iv) violate any law, statute, ordinance, regulation, judgment, writ, injunction, rule, decree, order or any other restriction of any kind or character applicable to the Seller, the Business or any of the Transferred Assets; or (v) conflict with, constitute a breach, violation or termination of any agreement or understanding, whether written or otherwise, to which the Seller or any of the Members is a party or by which any of them are bound.

2.3 Approvals, Licenses and Authorizations.

- (a) No order, license, consent, waiver, authorization or approval of, or exemption by, or the giving of notice to, or the registration with, or the taking of any other action in respect of, any Person not a party to this Agreement, including any Government Entity, and no filing, recording, publication or registration in any public office or any other place is necessary on behalf of the Seller or any Member to authorize their execution, delivery and performance of this Agreement or any other agreement contemplated hereby to be executed and delivered by the Seller or any Member and the consummation of the transactions contemplated hereby or thereby (including assignment of the Transferred Assets), or to effect the legality, validity, binding effect or enforceability thereof.
- (b) To the extent required by applicable law, the Seller and each of the Members have obtained such licenses, permits, concessions, warrants, franchises and other governmental authorizations and approvals of all Governmental Entities as may be necessary or required to permit the Seller and the Members to carry on the Business in the places and in the manner currently conducted, deal with the Transferred Assets in the manner in which it owns and uses such assets, and to perform its obligations hereunder. Section 2.3(b) of the Disclosure Schedule sets forth an accurate and complete list of each such license, permit, concession, warrant, franchise and other governmental authorization or approval from Government Entities held by the Seller or any of the Members or that otherwise relates to the Business or any of the Transferred Assets, all of which are valid and in full force and effect. The Seller and the Members are not in default under or in violation of any provision thereof. The Seller has complied with all material laws, rules, regulations and orders applicable to the Business, and all material rules, regulations and orders respecting the provision of services by the Seller.

2.4 Title to and Condition of Properties.

- (a) All Equipment is set forth in Section 1.1(a)(i) of the Disclosure Schedule. The Seller has good and marketable title to all Equipment free and clear of all Liens. All of the Equipment is in the Seller's possession and control and is in good and working condition, normal wear and tear excepted.

- (b) As of the date of this Agreement, the Seller has no Inventories.
- (c) The Seller owns, free and clear of all Liens other than Permitted Encumbrances, or possesses licenses or other rights to use all rights to all Proprietary Information necessary for the conduct of the Business as currently conducted. At the Closing, the Seller will transfer or cause to be transferred to the Buyer all Proprietary Information necessary for the conduct of the Business as currently conducted. Set forth in Section 1.1(a)(ii) of the Disclosure Schedule is a complete and accurate list of all patents, trademarks and licenses the Seller owns or possesses or otherwise has rights to use and that pertain to the Business as currently conducted. No licenses, sublicenses, covenants or agreements have been granted or entered into by the Seller in respect of the Proprietary Information listed in Section 1.1(a)(ii) of the Disclosure Schedule except as noted thereon and except to customers in the ordinary course of business. The Seller has not received any notice of infringement, misappropriation or conflict from any other Person with respect to such Proprietary Information and the conduct of the Business has not infringed, misappropriated or otherwise conflicted with any proprietary information of any such Person. The Seller has not given any indemnification for patent, trademark, service mark or copyright infringements except to licensees or customers in the ordinary course of business. All of the Proprietary Information that is owned by the Seller will be transferred to the Buyer free and clear of all Liens other than Permitted Encumbrances, including any claims by any claimed or alleged co-inventors or co-owners. All Proprietary Information that is licensed by the Seller from third parties is licensed pursuant to valid and existing license agreements and such interests are not subject to any Liens other than those under the applicable license agreements. The consummation of the transactions contemplated by this Agreement will not result in the loss of any Proprietary Information and will not conflict with, constitute a breach, violation or termination of any agreement or understanding, whether written or otherwise, relating to any Proprietary Information necessary for the conduct of the Business as currently conducted.
- (d) The Transferred Assets include all assets used in connection with or relating to the Business of every type and description, tangible and intangible, wherever located and whether or not reflected on the books and records of the Seller (but not including Excluded Assets) other than the assets set forth on Section 2.4(d) of the Disclosure Schedule. To the extent that any of the Transferred Assets are not in the possession by the Seller, the Seller shall cause the holder thereof to transfer and assign such assets to the Buyer at the Closing.

2.5 Contracts and Commitments.

- (a) Except as set forth in Section 2.5 of the Disclosure Schedule, none of the Transferred Assets is subject to or bound by: (i) any agreement, contract or commitment requiring the expenditure or series of related expenditures of funds in excess of \$2,000 (other than purchase orders in the ordinary course of business for goods necessary for the Seller to complete then existing contracts or purchase orders); (ii) any agreement, contract or commitment requiring the payment for goods or services whether or not such goods or services are actually provided or the provision of goods or services at a price less than the Seller's cost of producing such goods or providing such services; (iii) any loan or advance to, or investment in, any Person or any agreement, contract, commitment or

understanding relating to the making of any such loan, advance or investment; (iv) any Debt Obligations; (v) any management service, employment, consulting or other similar type contract or agreement; (vi) any agreement, contract or commitment that would limit the freedom of the Buyer or any of its Affiliates following the Closing Date to engage in any line of business, to own, operate, sell, transfer, pledge or otherwise dispose of or encumber any of the Transferred Assets or to compete with any Person or to engage in any business or activity in any geographic area; (vii) any agreement, lease, contract or commitment or series of related agreements, leases, contracts or commitments not entered into in the ordinary course of business or, except for agreements to purchase or sell goods and services entered into in the ordinary course of business of the Seller, not cancelable by the Seller without penalty to the Seller within 30 calendar days; (viii) any agreement or contract obligating the Seller or that would obligate or require any subsequent owner of the Business or any of the Transferred Assets to provide for indemnification or contribution with respect to any matter; (ix) any sales, distributorship or similar agreement relating to the products sold or services provided by the Seller; or (x) any license, royalty or similar agreement.

- (b) The Seller is not in breach of any provision of, or in default (and to the Knowledge of the Seller there is not any event or circumstance that with notice, or lapse of time or both, would constitute an event of default) under the terms of any of the Entitlements that constitute a part of the Transferred Assets. All of the Entitlements that constitute a part of the Transferred Assets are in full force and effect. There are no disputes pending or, to the Knowledge of the Seller, threatened with respect to any of the Entitlements. The enforceability of the Entitlements that constitute a part of the Transferred Assets will not be affected in any material manner by the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

2.6 Taxes.

- (a) All Tax Returns that are required to be filed (taking into account all extensions) before the Closing Date for, by, on behalf of or with respect to the Seller, including those relating to the Business and the Transferred Assets, and those which include or should include the Seller or the Transferred Assets, have been timely filed with the appropriate foreign, federal, state and local authorities, and all Taxes shown on such Tax Returns to be due and payable prior to the Closing Date have been timely paid.
- (b) None of such Tax Returns are now under audit or examination by any foreign, federal, state or local authority and there are no agreements, waivers or other arrangements providing for an extension of time with respect to the assessment or collection of any Tax or deficiency of any nature against the Seller, the Business or the Transferred Assets, or with respect to any such Tax Return, or any suits or other actions, proceedings, investigations or claims now pending or threatened against the Seller, the Business or the Transferred Assets with respect to any Tax, or any matters under discussion with any foreign, federal, state or local authority relating to any Tax, or any claims for any additional Tax asserted by any such authority that would adversely affect the Buyer, the Transferred Assets or the conduct of the Business by the Buyer after Closing.

2.7 No Litigation. There is no action, suit, claim, judgment, investigation or legal, administrative, arbitration or other proceeding, or governmental investigation or examination,

pending or, to the Knowledge of the Seller, threatened against or affecting the Seller, the Business or any of the Transferred Assets, at law or in equity, before or by any Government Entity and, to the Knowledge of the Seller, no basis exists for any such action, suit, claim, investigation or proceeding.

2.8 Warranties and Product Liability.

- (a) Except for (i) warranties implied by law and (ii) warranties disclosed in Section 2.8 of the Disclosure Schedule, the Seller has not given or made any warranties in connection with the sale or rental of goods or services on or prior to the Closing, including warranties covering the customer's consequential damages. To the Knowledge of the Seller, there is no state of facts or any event forming the basis of any present claim against the Seller with respect to warranties relating to products manufactured, sold or distributed by the Seller or services performed by or on behalf of the Seller on or prior to the Closing.
- (b) To the Knowledge of the Seller, there is no state of facts or any event forming the basis of any present claim against the Seller, the Business or the Transferred Assets not fully covered by insurance, except for deductibles and self-insurance retentions, for personal injury or property damage alleged to be caused by products shipped or services rendered by or on behalf of the Seller.

2.9 Environmental Matters.

- (a) There has never been any prior owner or operator of the business conducted by the Seller and the Seller has never caused or allowed the generation, use, treatment, storage, or disposal of Hazardous Materials at any site or facility owned, leased or operated by the Seller.
- (b) The Seller neither owns nor leases nor has previously owned or leased any real property, improvements or related assets that have been subject to the release of any Hazardous Materials.
- (c) No Environmental Permits are necessary to the conduct of the Business.
- (d) None of the Transferred Assets is encumbered by a Lien arising or imposed under Environmental Laws and no notice or other filing, consent or approval is required under any Environmental Law as a prerequisite to the transfer of the Business and the Transferred Assets to the Buyer.

2.10 Employee Matters.

- (a) The Seller currently has no employees and has had no employees since its inception.
- (b) Neither the Seller nor (i) any ERISA Affiliate (A) currently sponsors, maintains or contributes to, or during the last six years has sponsored, maintained or contributed to, any defined benefit pension plan (within the meaning of Section 3(2) of ERISA), or (B) has ever maintained or contributed to an employee pension benefit plan as defined in Section 3(2) of ERISA, or (ii) any Person that was at any time during the six-year period ending on the date of this Agreement an ERISA Affiliate has ever maintained, contributed to, incurred any liability with respect to, or, to the Knowledge of the Seller, had an obligation to contribute to, a multi-employer plan, as defined in Section 3(37) of ERISA, or a plan described in Section 4063(a) of ERISA, and the Seller has never had or been required to have any other Seller Benefit Plans.

2.11 Finder's Fees. Neither the Seller nor any of its Affiliates has employed or retained any investment banker, broker, agent, finder or other party, or incurred any obligation for brokerage fees, finder's fees or commissions, with respect to the sale by the Seller of any of the Transferred Assets or with respect to the transactions contemplated by this Agreement, or otherwise dealt with anyone purporting to act in the capacity of a finder or broker with respect thereto whereby any party hereto may be obligated to pay such a fee or commission.

2.12 Insurance. Section 2.12 of the Disclosure Schedule sets forth all existing insurance policies held by the Seller relating to the Business or the Transferred Assets. Each such policy is in full force and effect and is with responsible insurance carriers. There is no dispute with respect to such policies and all claims arising from events or circumstances occurring prior to the date hereof have been paid in full.

2.13 Compliance and Trade.

- (a) None of the Transferred Assets were used or produced in whole or in part in Cuba, Iran, Syria, Sudan, North Korea, or Myanmar, or produced or modified by the governments of Cuba, Iran or Sudan or entities owned or controlled by such governments.
- (b) None of the Transferred Assets are blocked or frozen by any Government Entity, and the Transferred Assets do not relate to any funds or property that have been blocked or frozen by any Government Entity.
- (c) The Transferred Assets have not been, and are not, derived from or commingled with proceeds of any activities that are proscribed and punishable under U.S. or non-U.S. criminal laws, and were not procured or obtained through any payments to Government Officials or to any other person, regardless of the form, whether in money, property or services, to obtain favorable treatment in obtaining, retaining or directing business or to obtain special concessions or to pay for favorable treatment for business secured or for special concessions already obtained.
- (d) Neither the Seller, any of the Members nor any Person acting on behalf of the Seller or any of the Members has, in connection with any of the Transferred Assets, directly, or indirectly through an Intermediary, paid, offered, given, promised to pay, or authorized the payment of any money or anything of value to (i) any Government Official, (ii) any Person acting for or on behalf of any Government Official, or (iii) any other Person at the suggestion, request, direction or for the benefit of any of the above-described Persons to obtain, retain or direct business or to obtain special concessions or pay for favorable treatment for business secured or for special concessions already obtained.
- (e) Without limiting the scope of any other representation in this Agreement, the Seller and each of the Members have complied with all, and have not violated any applicable U.S. or non-U.S. laws related to anti-corruption, export controls and trade sanctions, customs or anti-boycott laws, judgments or authorizations issued by any Government Entity applicable to the conduct of its business with respect to the ownership or use of any of the Transferred Assets.
- (f) None of the Transferred Assets are contracts or other commitments that contain provisions reflecting participation in or cooperation with the Arab League boycott of Israel.

- (g) None of the Transferred Assets are contracts relating to transactions or activity of any type with or in, or otherwise relating to, Cuba, Iran, Sudan, Syria, Myanmar, or North Korea, or include as a party to, or beneficiary of, any person, either public or private, in such countries, or any party owned or controlled by any party in such countries.
- (h) None of the Seller's or the Member's licenses, permits, concessions, warrants, franchises and other governmental authorizations or approvals from Government Entities were procured or obtained through any payments to Government Officials.
- (i) The Seller and the Members are not currently under actual or threatened investigation, or being audited, by the United States Government or other Government Entity; and the Seller and the Members have disclosed to the Buyer all information, including voluntary disclosures, internal and external memoranda and reports, on any investigation, audit, or review conducted of or by the Seller or any of the Members related to compliance with United States or other laws and regulations relating to anti-corruption, export controls and sanctions, customs, or anti-boycott. The Seller and the Members have not received at any time within five years prior to Closing any written or oral notice or other communication from any Government Entity or any other Person regarding any actual, alleged or potential violation of, or failure to comply with, any law, judgment or governmental authorization, or any actual, alleged or potential obligation on the part of the Seller or any of the Members to undertake, or to bear all or any portion of the cost of, any remedial action of any nature.
- (j) The Seller and the Members have in good faith provided the Buyer with complete and accurate information about its import and export activities, as well as any anti-corruption and anti-boycott compliance efforts, including but not limited all policies and procedures; manuals; copies of export licenses, permits, and authorizations; and other materials related to its internal compliance programs and systems, as well as information related to any known or suspected compliance issues that could result in prospective liability. The Seller and the Members are in current compliance with all such policies, procedures, compliance programs and systems as such exist at the time of Closing.
- (k) The Seller has at all times prior to Closing kept books and records of the Business that accurately reflect the transactions and assets of the Business, and the Seller has at all times prior to Closing maintained a system of internal accounting controls and policies and procedures that ensures that all expenditures are captured and accurately reflected on the books and records of the Business.
- (l) Neither the Seller nor, to the Knowledge of the Seller, any Member, director, officer, employee, manager, auditor, accountant or representative of the Seller, has received or otherwise had or obtained knowledge of any complaint, allegation, assertion or claim, whether written or oral, regarding the accounting or auditing practices, procedures, methodologies or methods of the Seller or the Seller's internal accounting controls, including any complaint, allegation, assertion or claim that the Seller has engaged in questionable accounting or auditing practices.

Article 3 – Representations and Warranties of the Buyer

The Buyer represents and warrants to the Seller and the Members as follows:

3.1 Corporate Matters. The Buyer is a corporation validly existing and in good standing under the laws of the State of Texas. The Buyer has all requisite power and authority to enter into this Agreement and to perform its obligations under this Agreement. This Agreement has been duly authorized, executed and delivered by the Buyer and is a legal, valid and binding obligation of the Buyer, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws from time to time in effect that affect creditors' rights generally and by legal and equitable limitations on the availability of specific remedies. The execution and delivery of this Agreement by the Buyer and the consummation of the transactions contemplated hereby by the Buyer will not violate any provision of, or constitute a default under, any contract or other agreement to which the Buyer is a party or by which it is bound, or conflict with its charter, other than violations, defaults or conflicts that would not materially and adversely affect the ability of the Buyer to consummate the transactions provided for in this Agreement.

3.2 Finder's Fees. Neither the Buyer nor any of its Affiliates has employed or retained any investment banker, broker, agent, finder or other party, or incurred any obligation for brokerage fees, finder's fees or commissions, with respect to the transactions contemplated by this Agreement, or otherwise dealt with anyone purporting to act in the capacity of a finder or broker with respect thereto whereby any party hereto may be obligated to pay such a fee or a commission.

Article 4 – Additional Agreements

4.1 Delivery of Business Documents and Bill of Sale. At Closing, the Seller shall deliver to the Buyer all Business Documents relating to the Transferred Assets and the current and proposed operations of the Business, including computer disks reflecting any books or records, documents or other papers, or other information or data relating to the operation of the Business or the Transferred Assets stored on any electronic media, including computers. The Seller, however, shall be entitled to retain the corporate minute books of the Seller and to have access to the books and records relating to the Business to the extent such books and records are necessary for the preparation of tax returns and records relating to Excluded Assets. At Closing, the Seller and the Buyer shall execute and deliver to the other party executed counterparts to the Bill of Sale.

4.2 Further Assurances. The Seller and each of the Members shall execute, acknowledge and deliver or cause to be executed, acknowledged and delivered to the Buyer such bills of sale, assignments and other instruments of transfer, assignment and conveyance, in form and substance reasonably satisfactory to counsel for the Buyer, as shall be necessary to vest in the Buyer all the right, title and interest in and to the Transferred Assets free and clear of all Liens (including the release of all Liens of record) other than Permitted Encumbrances and shall use their commercially reasonable efforts to cause to be taken such other action as the Buyer reasonably may require to more effectively implement and carry into effect the transactions contemplated by this Agreement.

4.3 Nondisclosure of Proprietary Information.

- (a) The Seller and each of the Members agrees that, from and after the Closing, such Person and such Person's Affiliates shall hold in confidence and will not, except as required by

law, directly or indirectly at any time (i) reveal, report, publish, disclose or transfer to any Person other than the Buyer ("Third Party Recipient") any of the Proprietary Information that is not generally known to the public; provided that such restrictions shall not apply to any Proprietary Information that (A) is in the public domain as of the date of this Agreement, (B) enters the public domain or becomes generally known to the public other than by breach of the Seller's, the Members' or such Persons' Affiliates' obligations hereunder, (C) is, as proven by documentary evidence, already known to such Third Party Recipient as of the date of this Agreement or (D) becomes known to such Third Party Recipient other than by breach of the Seller's, Members' or such Persons' Affiliates' obligations hereunder or (ii) utilize any of the Proprietary Information for any purpose except as permitted hereunder.

- (b) The Seller and each of the Members acknowledge that all Business Documents and objects containing or reflecting any Proprietary Information, whether developed by the Seller or by someone else for the Seller or any of its Affiliates, will after the Closing become the exclusive property of the Buyer and be delivered to the Buyer; provided, however, that the Seller may retain copies of any and all Business Documents and objects containing or reflecting Proprietary Information, subject to Section 4.3(a), for record-keeping purposes.
- (c) Because of the unique nature of the Proprietary Information, the Seller and each of the Members understands and agrees that the breach or anticipated breach of the obligations under this Section 4.3 will result in immediate and irreparable harm and injury to the Buyer and its Affiliates, for which it will not have an adequate remedy at law, and that the Buyer and its Affiliates and their successors and assigns shall be entitled to relief in equity to enjoin such breach or anticipated breach and to seek any and all other legal and equitable remedies to which they may be entitled without the necessity of complying with the dispute resolution procedures set forth in Section 8.4.

4.4 Covenant Not to Compete With the Business. As an inducement for the Buyer to acquire the Business, the Seller and the Members agree that, effective as of the Closing Date and for a period of three years thereafter, none of the Seller, any Member nor any of their respective Affiliates shall, without the consent of the Buyer, directly or indirectly, provide or engage in the Business or any part thereof or any similar business as conducted by Seller at Closing in any region in the world where Buyer or any of its Affiliates does business, or, except for the benefit of Buyer and its Affiliates, assist any Person to do the same; provided, however, that nothing in this Section 4.4 shall prohibit the Members from performing the services described in Section 4.4 of the Disclosure Schedule. The Seller and each of the Members acknowledge that a remedy at law for any breach or attempted breach of this Section 4.4 will be inadequate and further agree that any breach of this Section 4.4 will result in irreparable harm to the Business and the Buyer shall, in addition to any other remedy that may be available to it, be entitled to specific performance and injunctive and other equitable relief in case of any such breach or attempted breach without the necessity of complying with the dispute resolution procedures set forth in Section 8.4. The Seller and each of the Members acknowledge that this covenant not to compete is being provided as an inducement to the Buyer to acquire the Business and the Transferred Assets and that this Section 4.4 contains reasonable limitations as to time, geographical area and scope of activity to be restrained that do not impose a greater restraint than is necessary to protect the goodwill or other business interest of the Buyer. Whenever possible, each provision of this Section 4.4 shall

be interpreted in such a manner as to be effective and valid under applicable law but if any provision of this Section 4.4 shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this Section 4.4. If any provision of this Section 4.4 shall, for any reason, be judged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not affect, impair or invalidate the remainder of this Section 4.4 but shall be confined in its operation to the provision of this Section 4.4 directly involved in the controversy in which such judgment shall have been rendered. If the provisions of this Section 4.4 should ever be deemed to exceed the time or geographic limitations permitted by applicable laws, then such provision shall be reformed to the maximum time or geographic limitations permitted by applicable law. The Seller and each of the Members acknowledge that this covenant not to compete includes a covenant on the part of the Seller, each of the Members and their respective Affiliates to refrain from any action designed to circumvent, or reasonably expected to result in the circumvention of, any intellectual property included in the Transferred Assets. The Members shall not be deemed to be Affiliates of the Seller for purposes of this Section 4.4.

Notwithstanding anything to the contrary contained in this Section 4.4, if the consulting arrangement between the Buyer and any Member other than Dr. Mark A. McCaffrey is terminated (i) by the Buyer for any reason other than for Cause or (ii) by such Member for Good Reason, then the restrictions contained in this Section 4.4 shall not be applicable with respect to such Member or his or her Affiliates from and after the date of such termination.

4.5 Use of Names. All uses of the name “OilTracers” or any derivations thereof (collectively, the “Names”) are being transferred to the Buyer hereunder as part of the Transferred Assets. The Seller and the Members agree not to take any action which could reasonably be expected to adversely affect the Buyer’s right to the Names or cause confusion with respect to the Buyer’s use of the Names. All goodwill with respect to the use of the Names will inure to the benefit of the Buyer, and neither the Seller nor the Members will have any rights to sue or recover against any person with respect to the use of the Names. Within ten Business Days after Closing, the Seller and the Members agree to take all necessary action to change the Seller’s name to one bearing no resemblance to the Names and will forever cease the use of such names.

Article 5 – Indemnification

5.1 Indemnification by the Seller and the Members. Except as otherwise limited by this Article 5 and by Article 6, the Seller and the Members, jointly and severally, agree to indemnify, defend and hold the Buyer, each of its Affiliates and each of their respective officers, directors, employees, agents, stockholders, members and controlling Persons and their respective successors and assigns harmless from and against and in respect of Damages actually suffered, incurred or realized by such party (collectively, “Buyer Losses”), arising out of or resulting from or relating to:

- (a) any misrepresentation, breach of warranty or breach of any covenant or agreement made or undertaken by the Seller and/or the Members in this Agreement or any misrepresentation in any other agreement, certificate, exhibit or writing delivered to the Buyer pursuant to this Agreement, including the Disclosure Schedule;
- (b) any Retained Liability; and
- (c) any sales, use, transfer or other similar Taxes (and any interest, penalties, additions to tax and fines thereon or related thereto) imposed as a result of the consummation of the

transactions contemplated by this Agreement, including any Taxes to which any of the parties may become subject as a result of the fact that the transactions contemplated by this Agreement are effected without compliance with the bulk sales provisions of the Uniform Commercial Code as in effect in any state or any similar statute as enacted in any jurisdiction.

5.2 Indemnification by the Buyer. Except as otherwise limited by this Article 5 and by Article 6, the Buyer agrees to indemnify, defend and hold the Seller and each of its officers, directors, managers, employees, agents, shareholders, members and controlling Persons and successors and assigns harmless from and against and in respect of Damages actually suffered, incurred or realized by such party (collectively, "Seller Losses"), arising out of or resulting from or relating to:

- (a) any misrepresentation, breach of warranty or breach of any covenant or agreement made or undertaken by the Buyer in this Agreement or any misrepresentation in any other agreement, certificate, exhibit or writing delivered to the Seller or the Members pursuant to this Agreement; and
- (b) any Assumed Liabilities.

5.3 Procedure. All claims for indemnification under this by this Article 5 shall be asserted and resolved as follows:

- (a) An Indemnitee shall promptly give the Indemnitor written notice of any matter which an Indemnitee has determined has given or could give rise to a right of indemnification under this Agreement, stating the amount of the Losses, if known, and method of computation thereof, all with reasonable particularity, and stating with particularity the nature of such matter. Failure to provide such notice shall not affect the right of the Indemnitee to indemnification except to the extent such failure shall have resulted in liability to the Indemnitor that could have been actually avoided had such notice been provided within such required time period.
- (b) The obligations and liabilities of an Indemnitor under this Article 5 with respect to Losses arising from claims of any third party that are subject to the indemnification provided for in this Article 5 ("Third Party Claims") shall be governed by and contingent upon the following additional terms and conditions: if an Indemnitee shall receive notice of any Third Party Claim, the Indemnitee shall give the Indemnitor prompt notice of such Third Party Claim and the Indemnitor may, at its option, assume and control the defense of such Third Party Claim at the Indemnitor's expense and through counsel of the Indemnitor's choice reasonably acceptable to Indemnitee by providing the Indemnitee written notice of its intent to assume and control the defense of such Third Party Claim within 15 days after receipt of notice from Indemnitee. If the Indemnitor assumes the defense against any such Third Party Claim as provided above, the Indemnitee shall have the right to participate at its own expense in the defense of such asserted liability, shall cooperate with the Indemnitor in such defense and will attempt to make available on a reasonable basis to the Indemnitor all witnesses, pertinent records, materials and information in its possession or under its control relating thereto as is reasonably required by the Indemnitor. If the Indemnitor does not elect to conduct the defense against any such Third Party Claim, the Indemnitor shall pay all reasonable costs and expenses of such defense as incurred and shall cooperate with the Indemnitee (and be entitled to

participate) in such defense and attempt to make available to it on a reasonable basis all such witnesses, records, materials and information in its possession or under its control relating thereto as is reasonably required by the Indemnatee. Except for the settlement of a Third Party Claim that involves the payment of money only and for which the Indemnatee is totally indemnified by the Indemnitor, no Third Party Claim may be settled without the written consent of the Indemnatee (which consent shall not be unreasonably withheld, conditioned or delayed).

5.4 Payment. Payment of any amounts due pursuant to this Article 5 shall be made in United States dollars in immediately available funds by wire transfer to a bank account or accounts to be designated by the Indemnatee within ten Business Days, after the date upon which all disputes concerning the Indemnitor's indemnification obligations as to a particular claim or amount has been resolved by the earlier of (a) the Indemnatee and the Indemnitor arriving at a mutually binding agreement with respect to an indemnification claim hereunder, or (b) an award being rendered by an arbitrator in accordance with Section 8.4 (such earlier date, the "Claim Determination Date")

5.5 Failure to Pay Indemnification. After the Claim Determination Date, if and to the extent the Indemnatee shall make written demand upon the Indemnitor for payment of Losses pursuant to this Article 5 and the Indemnitor shall refuse or fail to pay in full within ten Business Days of such written demand the amounts demanded pursuant hereto and in accordance herewith, then the Indemnatee may utilize any legal or equitable remedy to collect from the Indemnitor the amount of its Losses. Nothing contained in this Section 5.5 is intended to limit or constrain the Indemnatee's right against the Indemnitor for indemnity, the remedies herein being cumulative and in addition to all other rights and remedies of the Indemnatee.

5.6 Limitations on Indemnification.

- (a) The Seller's and Member's aggregate liability under Section 5.1(a) shall be limited in the aggregate to the Purchase Price.
- (b) Notwithstanding anything to the contrary contained in this Agreement, each Member's aggregate liability under Section 5.1(a) shall be limited to such Member's Pro Rata Interest of the Purchase Price.
- (c) The Buyer's aggregate liability under Section 5.2(a) shall be limited in aggregate to the Purchase Price.
- (d) Any Losses of an Indemnatee shall be reduced by receipt of applicable payment under insurance policies or from third parties (net of the expenses of the recovery thereof) not affiliated with the Indemnatee. If indemnification payments shall have been received prior to the collection of such proceeds, the Indemnatee shall remit to the Indemnitor the amount of such proceeds (net of the cost of collection thereof) to the extent of indemnification payments received in respect of such Losses. The Buyer, the Seller and Members shall use their commercially reasonable efforts to collect the proceeds of any insurance that would have the effect of reducing any Losses.
- (e) This Article 5 shall be the sole and exclusive remedy for any party to this Agreement (and such party's successors, heirs and assigns) for any claim (whether such claim is framed in tort, contract or otherwise) arising out of a breach of any representation, warranty, covenant or other agreement herein or otherwise arising out of or in connection

with the transactions contemplated by this Agreement including any claim for indemnification under Sections 5.1 or 5.2; provided, that this Section 5.6 shall not prohibit any other remedy available at law or in equity for any fraud committed or made by any party to this Agreement in connection with the transactions contemplated by this Agreement; and provided, further, that the parties to this Agreement hereby waive the equitable remedy of rescission.

Article 6 – Nature of Statements; Survival of Provisions

All representations, warranties, covenants and agreements contained herein shall survive the Closing Date; provided, that the representations and warranties shall expire on, and any claims for indemnification with respect thereto must be brought on or before, the second anniversary of the Closing Date; and provided, further, that each covenant or agreement contained in this Agreement to be performed after the Closing shall survive in accordance with its terms. All representations, warranties and covenants and agreements made by either parties shall not be affected by any investigation made by the other party and shall not be deemed merged into any instruments or agreements delivered in connection with this Agreement.

Article 7 – Definitions and Interpretation

When used in this Agreement, the word “including” shall not be read as a limitation, the singular includes the plural and vice versa, as the context requires. In addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings assigned to them herein, unless the context otherwise indicates, both for purposes of this Agreement and all exhibits hereto and the Disclosure Schedule:

“Accounts Receivable” shall mean all accounts and notes receivable relating to the Business.

“Affiliate” shall mean, with respect to any specified Person, a Person that, directly or indirectly, controls, is controlled by or is under common control with such specified Person.

“Agreement” shall mean this Asset Purchase Agreement among the Seller, the Members and the Buyer, as amended from time to time by the parties hereto, including the exhibits hereto and the Disclosure Schedule.

“Assumed Liabilities” shall have the meaning given such term in Section 1.5.

“Bill of Sale” shall mean the Bill of Sale, Assignment and Assumption Agreement dated the date hereof between the Seller and the Buyer.

“Business” shall mean the integrated interpretation of geochemical, geological, and engineering data to solve various exploration, development, and production problems as currently performed by the Seller, or as performed by the Buyer and its Affiliates from and after Closing, as applicable.

“Business Day” shall mean any day other than a Saturday, Sunday or other day on which commercial banks in Houston, Texas are authorized by law to close.

“Business Documents” shall mean and include any document, agreement, instrument, certificate, writing, notice, consent, affidavit, letter, telegram, telex, statement, file, computer disk, microfiche or other document in electronic format, schedule, exhibit or any other paper or record relating to the Business.

“Buyer” shall have the meaning given such term in the preamble to this Agreement.

“Buyer Losses” shall have the meaning given such term in Section 5.1.

“Cause” shall mean, with respect to any Member other than Dr. Mark A. McCaffrey, (A) a continued material nonperformance by such Person of the obligations and/or duties of his or her employment or engagement, as applicable, with the Buyer, as reasonably determined by the Buyer, and which is not remedied within 30 days after receipt of a written notice from the Buyer, (B) material noncompliance with the Buyer’s written ethical policies, (C) commission by such Person of an act of fraud upon the Buyer, as reasonably determined by the Buyer, (D) the conviction of such Person of any felony (or a plea of nolo contendere, or acceptance of deferred adjudication or unadjudicated probation thereto), or (E) termination of such Person’s consulting arrangement pursuant to Section 11 (Government Regulations) of their consulting agreement with the Buyer or such other section applicable to compliance with government regulations. Such Person shall have the right to contest a determination of “Cause” pursuant hereto, other than pursuant to clause (E) above, by requesting arbitration in accordance with the terms of Section 8.4.

“Claim Determination Date” shall have the meaning given such term in Section 5.4.

“Closing” shall mean the transfer by the Seller to the Buyer of the Transferred Assets and the transfer by the Buyer to the Seller of the amount specified in Section 1.4(a).

“Closing Date” shall have the meaning given such term in Section 1.3.

“Code” shall mean the Internal Revenue Code of 1986, as amended from time to time, or similar provisions of legislation replacing such law from time to time.

“Damages” shall mean any and all liabilities, losses, damages, demands, assessments, claims, costs and expenses (including interest, awards, judgments, penalties, settlements, fines, costs of remediation, diminutions in value, costs and expenses incurred in connection with investigating and defending any claims or causes of action (including reasonable attorneys’ fees and expenses and all fees and expenses of consultants and other professionals)); provided that Damages shall not include consequential damages or punitive damages (other than those payable to third parties).

“Debt Obligations” shall mean any contract, agreement, indenture, note or other instrument relating to the borrowing of money or any guarantee or other contingent liability in respect of any indebtedness or obligation of any Person, including the carry value of all capital leases and all non-current liabilities, including deferred income taxes (other than the endorsement of negotiable instruments for deposit or collection in the ordinary course of business)

“Disclosure Schedule” shall mean the disclosure schedule of even date delivered to the Buyer. The Disclosure Schedule is a part of this Agreement.

“Entitlements” shall have the meaning given such term in Section 1.1(a)(iii).

“Equipment” shall mean all machinery, transportation equipment, tools, equipment, furnishings and fixtures owned, leased or subject to a contract of purchase and sale, or lease commitment that is used in the Business as operated by the Seller.

“ERISA” shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time.

“ERISA Affiliate” shall mean any Person that is treated as a single employer together with the Seller under Section 414 of the Code.

“Excluded Assets” shall have the meaning given such term in Section 1.2.

“Good Reason” shall mean with respect to any Member other than Dr. Mark A. McCaffrey, a continued material nonperformance by the Buyer of its obligations and/or duties under any consulting agreement with such Member, as reasonably determined by such Member, and which is not remedied within 30 days after receipt of a written notice from such Member. The Buyer shall have the right to contest a determination of “Good Reason” pursuant hereto by requesting arbitration in accordance with the terms of Section 8.4.

“Government” or “Government Entity” shall mean any national, federal, state, foreign, local, regional or municipal government or any agency, subdivision, commission, department, board, bureau, body or instrumentality thereof, any other government or authority, any entity or Person exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, any arbitrator or court, or any commercial or similar entities that the government controls or owns (whether partially or completely), including any state-owned and state-operated companies or enterprises, any international organizations such as the United Nations or the World Bank, and any political party.

“Government Official” shall mean an employee or official of any Government or Government Entity, any Person acting for or on behalf of any Government Entity, and any candidate for public office.

“Indemnitee” shall mean the Person or Persons indemnified, or entitled, or claiming to be entitled to be indemnified, pursuant to the provisions of Section 5.1 or Section 5.2, as the case may be.

“Indemnitor” shall mean the Person or Persons having the obligation to indemnify pursuant to the provisions of Section 5.1 or Section 5.2, as the case may be.

“Intermediary” shall mean an agent, sales agent, commission agent, distributor, reseller, consultant, representative or any other third party with whom a Person transacts business and is authorized to act in any way on that Person’s behalf.

“Inventories” shall mean all inventories of finished goods, tooling inventory, work in progress and raw materials relating to the Business, wherever situated.

“Knowledge of Seller” shall mean the actual knowledge of Dr. Mark A. McCaffrey after due investigation and inquiry.

“Lien” shall mean any lien, pledge, claim, charge, security interest or other encumbrance, option, defect or other rights of any third Person of any nature whatsoever.

“Losses” shall mean Seller Losses or Buyer Losses, as the case may be.

“Member Representative” shall mean Dr. Mark A. McCaffrey.

“Names” shall have the meaning given such term in Section 4.5.

“Permitted Encumbrances” shall mean statutory Liens for current Taxes not yet due and payable.

“Person” shall mean a corporation, an association, a partnership, a limited liability company, an organization, a business, an individual or a Government Entity.

“Pre-Closing Obligations” shall mean all liabilities, debts and obligations of the Seller (including indemnification and other contingent obligations) relating to (a) acts, events or omissions by any Person or circumstances existing at or prior to the Closing, (b) goods or services provided to or for the benefit of the Seller or any of its Affiliates prior to the Closing, (c) goods or services manufactured or provided by or on behalf of the Seller or any of its Affiliates or licensees prior to the Closing, (d) any pending or threatened litigation, claims or disputes made or threatened prior to the Closing, (e) the conduct of the Business, the ownership or operation of the Transferred Assets or any benefit realized by the Seller prior to the Closing, (f) any Excluded Assets, (g) Debt Obligations of the Seller, (h) the employees of the Seller under any contracts, agreements, arrangements or understandings with such employees entered into or existing at or prior to the Closing and all other obligations of the Seller or any of its Affiliates with respect to their employees at or prior to the Closing, (i) use of the Proprietary Information, or (j) Taxes.

“Property Taxes” shall have the meaning given such term in Section 1.9.

“Proprietary Information” shall mean, with respect to the Business, collectively (a) all rights to the Names and any derivations thereof (b) all Proprietary Rights and (c) any and all other information and material proprietary to the Seller, owned, possessed or used by the Seller, whether or not such information is embodied in writing or other physical form, and which is not generally known to the public or otherwise in the public domain, that (i) relates to financial information regarding the Seller or the Business, including, without limitation, (y) business plans and (z) sales, financing, pricing and marketing procedures or methods of the Seller or (ii) relates to specific business matters concerning the Seller, including, without limitation, the identity of or other information regarding sales personnel or customers of the Seller.

“Proprietary Rights” shall mean all patents, patent rights, inventions, shop rights, know how, trade secrets, designs, drawings, art work, plans, prints, manuals, models, design registrations, inventor’s certificates, technical information and data, copyrightable works, software (including source code, object code and executable code, and the like), computer programs (and associated documentation), lists of materials, patterns, molds, records, diagrams, formulae, product design standards, tools, die, jigs, models, prototypes, product information literature (including sales and marketing information), computer files, hard copy files, catalogs, specifications, customer lists, vendor lists, manufacturing and assembly information, training information data sheets, diagnostic, testing, maintenance, repair and service information, reliability information, quality inspection and safety information, performance information, product and application information, parts and materials information, instructions, flow charts, layouts, manuals, technical knowledge, pricing information, studies, findings, samples, confidentiality agreements, confidential information and other proprietary technology and similar information; all registered and unregistered trademarks, service marks, logos, trade names and all other trademark rights; all registered and unregistered copyrights; unpublished copyrights (including software, mask works, computer programs, and multimedia works); and all registrations for, and applications for registration of, any of the foregoing, that are used in the conduct of the Business.

“Pro Rata Interest” shall mean with respect to any Member, the interest expressed as a percentage as set forth opposite such Member’s name in Exhibit B.

“Purchase Price” shall have the meaning given such term in Section 1.4.

“Retained Liabilities” shall have the meaning given such term in Section 1.6.

“Revenue” shall mean the gross revenue recognized with respect to the Business in accordance with U. S. generally accepted accounting principles for integrated interpretation of geochemical, geological, and engineering data services and for laboratory analyses performed by the Buyer (or its Affiliates) which are either performed in conjunction with such interpretation services or sold directly by any of the Members. For the avoidance of doubt, the parties agree that Revenue shall include revenues recognized by the Seller with respect to the Business in accordance with U. S. generally accepted accounting principles from January 1, 2010 through Closing.

“Seller” shall have the meaning given such term in the preamble to this Agreement.

“Seller Benefit Plan” shall mean (a) any employee welfare benefit plan or employee pension benefit plan as defined in Sections 3(1) and 3(2) of ERISA, including, but not limited to, a plan that provides retirement income or results in deferrals of income by employees for periods extending to their terminations of employment or beyond, and a plan that provides medical, surgical or hospital care benefits or benefits in the event of sickness, accident, disability, death or unemployment and (b) any other material employee benefit agreement or arrangement that is not an ERISA plan, including without limitation, any deferred compensation plan, incentive plan, bonus plan or arrangement, stock option plan, stock purchase plan, stock award plan, golden parachute agreement, severance pay plan, dependent care plan, cafeteria plan, employee assistance program, scholarship program, employment contract, retention incentive agreement, noncompetition agreement, consulting agreement, confidentiality agreement, vacation policy, or other similar plan or agreement or arrangement that has been sponsored, maintained or adopted by the Seller at any time during the past three years, or has been approved by the Seller before this date but is not yet effective, for the benefit of directors, officers, employees or former employees (or their beneficiaries) of the Seller.

“Seller Losses” shall have the meaning given such term in Section 5.2.

“Taxes” shall mean all federal, state, local, foreign and other taxes, charges, fees, duties, levies, imposts, customs or other assessments, including all net income, gross income, gross receipts, sales, use, ad valorem, transfer, franchise, profits, profit share, license, lease, service, service use, value added, withholding, payroll, employment, excise, estimated, severance, stamp, occupation, premium, property, windfall profits, or other taxes, fees, assessments, customs, duties, levies, imposts, or charges of any kind whatsoever, together with any interests, penalties, additions to tax, fines or other additional amounts imposed thereon or related thereto, and the term “Tax” means any one of the foregoing Taxes.

“Tax Returns” shall mean all returns, declarations, reports, statements and other documents of, relating to, or required to be filed in respect of, any and all Taxes, and the term “Tax Return” means any one of the foregoing Tax Returns.

“Third Party Claims” shall have the meaning given such term in Section 5.3(b).

“Third Party Recipient” shall have the meaning given such term in Section 4.3(a).

“Transferred Assets” shall have the meaning given such term in Section 1.1(a).

“US\$”, “dollar” or “\$” shall mean United States dollars.

Article 8 – Additional Provisions

8.1 Expenses. Except as otherwise set forth herein, and whether or not the transactions contemplated by this Agreement shall be consummated, each party agrees to pay, without right of reimbursement from any other party, the costs incurred by such party incident to the preparation and execution of this Agreement and performance of its obligations hereunder, including the fees and disbursements of legal counsel, accountants and consultants employed by such party in connection with the transactions contemplated by this Agreement.

8.2 Notices. All notices, requests, consents, directions and other instruments and communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person, by courier, by overnight delivery service with proof of delivery or by prepaid registered or certified United States first-class mail, return receipt requested, addressed to the respective party at the address set forth below, or if sent by facsimile, portable document format (pdf), or other similar form of communication (with receipt confirmed) to the respective party at the facsimile number or e-mail address, as applicable, set forth below:

If to the Seller, any Member or the Member Representative, to:

c/o Dr. Mark A. McCaffrey
3500 Oak Lawn, Suite 110
Dallas, TX 75219
e-mail: mccaffrey@oiltracers.com
Facsimile: (214) 599-9057
Confirm: (214) 584-9169

If to the Buyer, to:

c/o Weatherford International Ltd.
515 Post Oak Blvd.
Houston, Texas 77027
Attention: General Counsel
e-mail: joseph.henry@weatherford.com
Facsimile: (713) 693-4484
Confirm: (713) 693-4000

or to such other address or facsimile number and to the attention of such other Person(s) as either party may designate by written notice. Any notice mailed shall be deemed to have been given and received on the third Business Day following the day of mailing.

8.3 Specific Performance. It is specifically understood and agreed that any breach by the Seller or any of the Members of the covenants in Sections 4.3 and 4.4 of this Agreement is likely to result in irreparable harm to the Buyer and that an action at law for damages alone will be an inadequate remedy for such breach. Accordingly, in addition to any other remedy that may be available to it, in the event of breach or threatened breach by the Seller or any of the Members of the covenants in Sections 4.3 and 4.4 of this Agreement, the Buyer shall be entitled to enforce the specific performance of this Agreement by the Seller and the Members and to seek both

temporary and permanent injunctive relief (to the extent permitted by law), without the necessity of providing actual damages, and such other relief as the court may allow.

8.4 Arbitration. Except as set forth in Section 8.3, if any dispute or controversy arises with respect to this Agreement or any matter relating hereto or the transactions contemplated hereby, the parties agree to seek to resolve such dispute or controversy by mutual agreement. If the parties are unable to resolve the dispute or controversy by agreement within 60 days following notice by any party to another party of the nature of the dispute or controversy setting forth in reasonable detail the circumstances and basis of the dispute or controversy, the parties agree that such dispute or controversy shall be resolved by binding arbitration pursuant to the provisions of this Section 8.4 and in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. All arbitration proceedings shall be held in Houston, Harris County, Texas. Each arbitrator selected to act hereunder shall be qualified by education and experience to pass on the particular question in dispute and shall be independent and not affiliated with any of the parties hereto. A single arbitrator shall be used for each proceeding. The Buyer and the Member Representative shall agree on the arbitrator. If the Buyer and Member Representative can not agree on the individual to serve as arbitrator, then the Buyer and the Member Representative shall each select a an individual qualified to serve as arbitrator and those two individuals shall select a third individual qualified to serve as the arbitrator. The arbitrator shall resolve all disputes in controversy in accordance with Texas substantive law. All statutes of limitations that would otherwise be applicable shall apply to any arbitration proceeding. The arbitrator shall promptly hear and determine (after due notice and hearing and giving the parties reasonable opportunity to be heard) the questions submitted, and shall render their decision within 10 days after hearing or as soon as practical thereafter. The decision of the arbitrator, made in writing, shall absent manifest error be final and binding upon the parties hereto as to the questions submitted, and each party shall abide by such decision.

8.5 Offset. No earlier than ten days after written notice to Seller, the Buyer shall have the right to set off and net against any payment of Contingent Consideration any amounts that are due the Buyer or its Affiliates.

8.6 Successors. Except as specifically contemplated by this Agreement, no party hereto shall assign this Agreement or any part hereof without the prior written consent of the other party; provided, however, the Buyer may, without relieving the Buyer from its obligations hereunder, assign its rights and obligations in this Agreement to an Affiliate of the Buyer. This Agreement shall inure to the benefit of, be binding upon and be enforceable by the parties hereto and their respective successors and permitted assigns.

8.7 Entire Agreement. This Agreement and the exhibits hereto and the Disclosure Schedule constitute the entire agreement and understanding between the parties relating to the subject matter hereof and thereof and supersede all prior representations, endorsements, promises, agreements, memoranda communications, negotiations, discussions, understandings and arrangements, whether oral, written or inferred, between the parties relating to the subject matter hereof. This Agreement may not be modified, amended, rescinded, canceled, altered or supplemented, in whole or in part, except upon the execution and delivery of a written instrument executed by a duly authorized representative of each of the parties hereto.

8.8 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas, without regard to the choice-of-laws or conflicts of laws provisions thereof.

8.9 Waiver. The waiver of any breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition.

8.10 Severability. Any provision hereof that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

8.11 No Third Party Beneficiaries. Any agreement contained, expressed or implied in this Agreement shall be only for the benefit of the parties hereto and their respective legal representatives, successors and assigns, and such agreements shall not inure to the benefit of the obligees of any indebtedness of any party hereto, it being the intention of the parties hereto that no Person shall be deemed a third party beneficiary of this Agreement, except to the extent a third party is expressly given rights herein.

8.12 Counterparts. This Agreement may be executed in any number of counterparts by means of original, facsimile or portable document (pdf) signatures, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8.13 Disclosure Schedule. Each statement set forth in the Disclosure Schedule with respect to a particular section shall be deemed to be made with respect to that section and with respect to any other section in the Disclosure Schedule to which the applicability of a statement or disclosure is patently apparent on its face.

8.14 Headings. The headings of the Articles and Sections of this Agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions hereof or affect in any way the meaning or interpretation of this Agreement.

8.15 Negotiated Transaction. The provisions of this Agreement were negotiated by the parties hereto, and this Agreement shall be deemed to have been drafted by all of the parties hereto.

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

Buyer:

Weatherford Laboratories, Inc.

By:  _____

Name: Joseph C. Henry

Title: Vice President

Seller:

OilTracers, L.L.C.

By: _____

Name: _____

Title: _____

Members:

Dr. Mark A. McCaffrey

Brooks Patterson

David K. Baskin

Kate S. Weissenburger

Dr. Jeremy Dahl

Mark A. Beeunas

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

Buyer:

Weatherford Laboratories, Inc.

By: _____
Name: _____
Title: _____

Seller:

OilTracers, L.L.C.

By: Mark A. McCaffrey
Name: MARK A. MCCAFFREY
Title: PRESIDENT

Members:

Mark A. McCaffrey
Dr. Mark A. McCaffrey

Brooks Patterson

David K. Baskin

Kate S. Weissenburger

Dr. Jeremy Dahl

Mark A. Beeunas

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Weatherford Laboratories, Inc.

By: _____

Name: _____

Title: _____

Seller:

OilTracers, L.L.C.

By: _____

Name: _____

Title: _____

Members:

Dr. Mark A. McCaffrey

Brooks Patterson

David K. Baskin

David K. Baskin

Kate S. Weissenburger

Dr. Jeremy Dahl

Mark A. Beeunas

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Weatherford Laboratories, Inc.

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Seller:

OilTracers, L.L.C.

By: _____

Name: _____

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Members:

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By: _____
Name: _____
Title: _____

Seller:

OilTracers, L.L.C.

By: _____
Name: _____
Title: _____

Members:

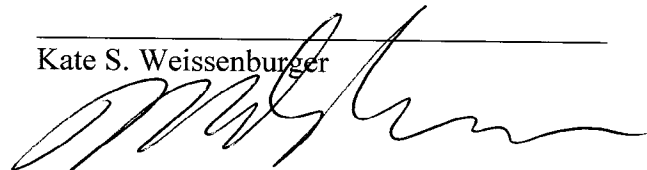
Dr. Mark A. McCaffrey

Brooks Patterson

David K. Baskin

Kate S. Weissenburger

Dr. Jeremy Dahl



Mark A. Beeunas

Exhibit A—Purchase Price Allocation

Tangible Assets	\$ 10,000.00
Covenant not to Compete	\$ 100,000.00
Goodwill	<u>\$1,980,000.00</u>
Total Consideration Payable on Closing Date	\$2,090,000.00

Exhibit B—Pro Rata Interest

<u>Member Name</u>	<u>Pro Rata Interest</u>
Dr. Mark A. McCaffrey	54.0%
Dr. Jeremy Dahl	13.0%
David K. Baskin	10.4%
Kate S. Weissenburger	10.3%
Brooks Patterson	8.3%
Mark A. Beeunas	4.0%