

06-25-1999

Docket No.:

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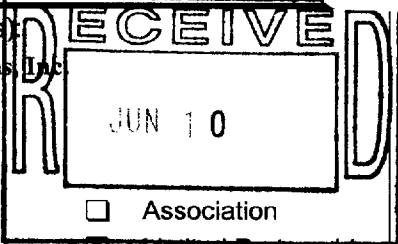
To the Honorable Commissioner of Patents and Trademark

101074682

documents or copy thereof.

1. Name of conveying party(ies):

Inter-Tech Drilling Solutions, Inc.



2. Name and address of receiving party(ies):

Name: **Northland Energy Corporation**

Internal Address:

Street Address: **1124 Ave SW, Suite 700**

City: **Calgary** State: **AB** ZIP: **T2P 0H3**

Individual(s)

General Partnership

Corporation-State **Texas**

Other

Association

Limited Partnership

Additional names(s) of conveying party(ies)

Yes No

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State

Other **Canadian Company**

If assignee is not domiciled in the United States, a domestic designation is **Robert J. Veal** Yes No
(Designations must be a separate document from
Additional name(s) & address(es) Yes No

3. Nature of conveyance: **6-10-99**

Assignment

Merger

Security Agreement

Change of Name

Other

Execution Date: **6-10-99**

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,779,474

Additional numbers

Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Robert J. Veal, Veal & Associates**

Internal Address: **P.O. Box 382-885**

Birmingham, AL 35238-2885

Street Address: **200 Cahaba Park Circle, Suite 125**

City: **Birmingham** State: **AL** ZIP: **35242**

6. Total number of applications and registrations involved: **1**

7. Total fee (37 CFR 3.41):.....\$ **\$40.00**

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

500376

DO NOT USE THIS SPACE

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Robert J. Veal, Reg. No. 30,895

Name of Person Signing

Signature

June 11, 1999

Date

Total number of pages including cover sheet, attachments, and **4**

ASSIGNMENT OF TRADEMARK


WHEREAS, Inter-Tech Drilling Solutions, Inc., a Texas corporation ("INTER-TECH"), of 1115 Goodnight Trail, Houston, Texas, 77060, is the owner of the "RBOP" trademark, Registration No. 1,779,474, dated June 29, 1993; and

WHEREAS, Northland Energy Corporation, a Canadian company ("NORTHLAND"), of 112 4 Avenue SW, Suite 700, Alberta, Canada T2P 0H3, is desirous of acquiring the entire interest of INTER-TECH in and to the "RBOP" trademark;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, INTER-TECH, by these presents does sell, assign and transfer unto the said NORTHLAND all of its right, title and interest in and to the said trademark described above, together with the goodwill of the business symbolized by said trademark and registration thereof, the same to be held and enjoyed by the said NORTHLAND, for its own use and benefit and that of its successors, assigns and legal representatives, to the full end of the term for which said trademark is granted, as fully and entirely as the same would have been held had this assignment and sale not been made, together with all claims for damages by reason of past infringement of said trademark, with the right to sue for and collect the same for its own use and for the use of its successors, assigns or other legal representatives, subject to the rights of any licensees under any existing license agreements to which INTER-TECH is a party or to the obligations under which NORTHLAND may have succeeded or to which its rights in said trademark is subject and subject further to any obligations to said licensees which INTER-TECH may have; and said INTER-TECH does hereby covenant and agree with the said NORTHLAND to execute and deliver such other and further instruments and take such other and further actions as may be necessary or appropriate to transfer said trademark, claims for damages by reason of past infringement and right to sue and collect therefor to NORTHLAND.

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed at CALGARY, ALBERTA as of this 10th day of JUNE _____ 1999.

INTER-TECH DRILLING SOLUTIONS, INC.

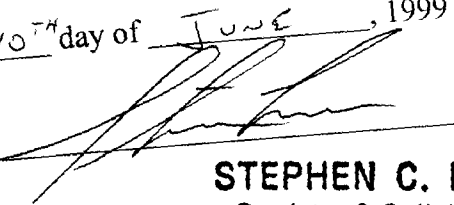
By: 
Name: Richard Sato
Its: Vice President

ATTEST:

By: _____
Its _____

Acknowledged, sworn to and subscribed before me this the 10TH day of JUNE, 1999

Notary:



STEPHEN C. LEE
Barrister & Solicitor

My commission expires: _____

(SEAL)