PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Agreement

CONVEYING PARTY DATA

Name	Execution Date
Global Synfrac Inc.	03/03/2009

RECEIVING PARTY DATA

Name:	1389414 Alberta Ltd.
Street Address:	1250 Standard Life Tower
Internal Address:	639-5th Avenue S.W.
City:	Calgary, Alberta
State/Country:	CANADA
Postal Code:	T2P 0M9

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	7160844

CORRESPONDENCE DATA

Fax Number: (206)224-0779
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (206)682-8100
Email: efiling@cojk.com
Correspondent Name: Kevan L. Morgan, Esq.
Address Line 1: Christensen O'Connor Johnson Kindness
Address Line 2: 1420 Fifth Avenue, Suite 2800
Address Line 4: Seattle, WASHINGTON 98101-2347

ATTORNEY DOCKET NUMBER:	GOWL122548
NAME OF SUBMITTER:	Kevan L. Morgan

Total Attachments: 6
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<u>AGREEMENT AND ACKNOWLEDGEMENT</u>

THIS AGREEMENT made in Calgary, Alberta, with effect the 21st day of February, 2009.

BETWEEN:

GLOBAL SYNFRAC INC.
(hereinafter referred to as "Global")

OF THE FIRST PART,

- and -

1389414 ALBERTA LTD.
(hereinafter "138")

OF THE SECOND PART.

WHEREAS 138 advanced the aggregate principal sum of $540,000 to Global and, as continuing collateral security for the repayment of these amounts, with interest and all other monies payable including costs, Global executed and delivered in favour of 138 a Secured Convertible Debenture dated April 25th, 2008 and a further Secured Convertible Debenture dated August 6th, 2008 (the "Security") which granted in favour of 138 a mortgage, charge and security interest in all of Global's present and after-acquired real and personal property (the "Collateral");

AND WHEREAS Global was in default of its obligations to 138 under the Security and 138 delivered a final demand for payment to Global on January 7th, 2009 together with a Notice of Intention to Enforce Security;

AND WHEREAS on January 20th, 2009, Global acknowledged receipt of 138's final demand for payment and Notice of Intention to Enforce Security and further acknowledged that it was unable to meet the demand for payment and did not see a reasonable prospect of doing so in the foreseeable future;

AND WHEREAS 138 served Global with a Notice of Retention of Collateral in Satisfaction of Obligations dated January 26th, 2009 (the "Section 62 proposal") under and pursuant to s. 62 of the *Personal Property Security Act* (Alberta) (the "PPSA");

AND WHEREAS Global did not object to the Section 62 proposal made by 138 to take its Collateral, that is, all of the property and assets of Global, in satisfaction of the obligations secured, as Global is insolvent and unable to pay the sums demanded now or in the foreseeable future and Global did not, and does not, consider the Section 62 proposal to be commercially unreasonable;

AND WHEREAS no notice of objection to the aforesaid Section 62 proposal was given by Global, and no other valid notice of objection was received, and accordingly 138 was, on February 21st, 2009, deemed to have irrevocably elected to take its Collateral, that is, the property and assets of Global, in satisfaction of the obligations secured by the Security and is now entitled to hold or dispose of the same free from all rights and interests of Global;

NOW THEREFORE THIS AGREEMENT AND ACKNOWLEDGEMENT WITNESSES that, in accordance with all of the foregoing, and in consideration of the mutual covenants, agreements and acknowledgements herein contained, the parties hereby acknowledge and agree together as follows:

1. Effective February 21st, 2009, 138 is deemed to have irrevocably elected to take the Collateral in satisfaction of all of the obligations secured by the Security and accordingly became entitled to hold and dispose of the Collateral, free from all rights and interests of Global, all as more particularly set forth in Section 62 of the PPSA.

2. The Collateral which is the subject of the Section 62 proposal, and which has now been irrevocably taken by 138, is all of the property and assets of Global of whatsoever nature and kind and wherever located including, without limitation, those assets set forth and described in Schedule "A" attached to and forming a part of this agreement. To the extent that any of the Collateral is now in the possession of Global, Global hereby covenants and agrees that it will forthwith deliver possession of the same to 138, at 138's expense. To the extent that any such Collateral is now in the possession of 138, Global acknowledges and agrees that 138 is entitled to retain possession of the same.

3. Global acknowledges that all of its right, title, interest and property in and to the Collateral, both at law and in equity or otherwise howsoever, has now been irrevocably vested in 138, and 138 is now entitled to have and to hold the Collateral and every part thereof, with all of the right, title, interest and property of Global thereto and therein, unto and to the use of 138, free and clear of all rights and interests of Global whatsoever.

4. 138 hereby acknowledges and agrees that by virtue of its Section 62 proposal and its retention of the Collateral, all of the obligations of Global which were collaterally secured by the Security have been satisfied.

5. Global covenants and agrees that it will from time to time and at all times hereafter, upon every reasonable request of 138, its successors or assigns, but at the sole expense of 138, make, do and execute, or cause or procure to be made, done and executed, all such further acts, deeds and assurances as may be necessary or advisable for the purpose of more effectually vesting the Collateral in 138.

6. The parties agree that this agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement and Acknowledgement by the hands of their duly authorized officers in that regard at Calgary, Alberta, on the 03 day of March, 2009.

GLOBAL SYNFRAC INC.

Per: ____________________
Dan Robson, President and Interim CEO

1389414 ALBERTA LTD.

Per: ____________________
Cameron Hall, President

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SCHEDULE "A"

ASSETS OF GLOBAL SYNFRAC INC. AS AT FEBRUARY 21, 2009

- Patents issued and pending and all intellectual property
- Equipment, furniture and fixtures (including items owned by Global that Mike Fitzgerald and/or Sandee Fitzgerald are holding, which includes artwork, a plasma television, computer equipment, research files and equipment files)
- Telephone number (403) 520-3234
- Global Synfrac Inc. website *www.synfrac.com* (hosted by Telus)
- All bank accounts
- All accounts receivable including, without limitation, the Scientific Research and Experimental Development claims and GST claims
- All registered trade names and trade marks
- Court of Queen's Bench Action No. 0801-01512 commenced by Global Synfrac Inc. against Michael Fitzgerald et al
- All research records and files
- All lab journals
- All financial records

DATED effective February 21, 2009

BETWEEN:

GLOBAL SYNFRAC INC.

of the First Part

- and -

1389414 ALBERTA LTD.

of the Second Part.

AGREEMENT AND ACKNOWLEDGEMENT

MILES DAVISON LLP
Barristers and Solicitors
1600 Bow Valley Square II
205 - 5 Avenue S.W.
Calgary, Alberta
T2P 2V7
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Attention: Susan L. Robinson Burns, Q.C.

Our File: 25135 SLB

DJ
CDH

Country	Application/Patent No.	Agent Ref.
Canada	2,475,668	A896954CA
Canada	2,494,051	A8100859CA
Canada	2,540,415	A8105597CA
Canada	2,540,429	A8105598CA
Canada	2,447,928	A896995CA
Russia	2004132149	A899443RU
United States	7,160,844	A899436US