

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
STONECREEK TECHNOLOGIES INC.	12/16/2011
RECEIVING PARTY DATA	
Name:	ALBERTA TREASURY BRANCHES
Street Address:	600, 444 - 7th Avenue S.W.
City:	Calgary
State/Country:	CANADA
Postal Code:	T2P 0X8
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	6131656
Application Number:	13183014
Application Number:	61328770
Application Number:	61376364
PCT Number:	CA1100495
PCT Number:	CA1100944
CORRESPONDENCE DATA	
Fax Number:	3038630223
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<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	SHERIDAN ROSS P.C.
Address Line 1:	1560 Broadway
Address Line 2:	Suite 1200
Address Line 4:	Denver, COLORADO 80202

CH \$240.00 6131656

ATTORNEY DOCKET NUMBER:	6151-GENERAL (YDC)
NAME OF SUBMITTER:	Pamela N. Hirschman
Total Attachments: 5 source=Patent_Security_Agreement#page1.tif source=Patent_Security_Agreement#page2.tif source=Patent_Security_Agreement#page3.tif source=Patent_Security_Agreement#page4.tif source=Patent_Security_Agreement#page5.tif	

PATENT SECURITY AGREEMENT

This patent security agreement (the "**Patent Security Agreement**") is made as of the 8th day of December, 2011, between **STONECREEK TECHNOLOGIES INC. ("Debtor")**, a public limited liability company (*société anonyme*) incorporated and existing under the law of Luxembourg, having its registered office at 15, rue Edward Steichen, L-2540 Luxembourg, in the process of registration with the register of commerce and companies of Luxembourg, and Alberta Treasury Branches ("**Lender**"), a financial institution formed under the laws of Alberta with an address at 600, 444 – 7th Avenue S.W., Calgary, AB T2P 0X8.

WHEREAS, Lender, in its capacity as administrative agent for and on behalf of itself and a number of other lenders now or hereafter a party to the credit agreement (as so amended or restated, the "**Credit Agreement**") dated as of August 25, 2011 between Sanjel Group Ltd., as borrower, Alberta Treasury Branches, as administrative agent and lead arranger, and the other financial institutions named therein or in lender transfer agreements; and

WHEREAS, Lender is willing to make certain financial accommodations under the Credit Agreement, only upon the condition, among others, that Debtor shall have executed and delivered to Lender that certain general security agreement (as so amended or restated, the "**Security Agreement**") among the parties dated the 8th day of December, 2011; and

WHEREAS, in association with the Security Agreement, Debtor is required to execute and deliver to Lender, this Patent Security Agreement.

THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Lender agree as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and the Credit Agreement. As well, the following definition will apply:

- (a) "**Patent**" will mean any invention and any patent, letter patent or patent application (including a provisional application) and any patent or letter patent that may be granted from any such application and any division, renewal, continuation or continuation in part of any of the foregoing, and any reissue, substitute or extension of any of the foregoing, in any country of the World.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Debtor hereby grants to Lender, a general and continuing security interest (the "**Patent Security Interest**") in all of Debtor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Patent Collateral**"):

- (a) all Patents listed on Schedule A, as amended and replaced from time to time upon the Debtor acquiring any Patents; and
- (b) any proceeds derived from or in connection with any Patent, including, in connection with any claim by Debtor against third parties for past, present or future infringement of any Patent.

3. REPRESENTATION AND WARRANTY. The Debtor represents and warrants on the date hereof to the Lender that except as set out in Schedule A attached hereto, the Debtor has no right, title or interest in or to any other Patent in any country of the World.

4. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the Patent Security Interest created hereby secures the payment and performance of all the Indebtedness (as defined in the Security Agreement), whether now existing or arising hereafter.

5. SECURITY AGREEMENT. The Patent Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the Security Interests granted to Lender pursuant to the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Patent Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. ADDITIONAL PATENTS. If Debtor shall obtain any right, title or interest in or to any Patent that is not set out on Schedule A, the provisions of this Patent Security Agreement shall automatically apply thereto and all such additional Patents shall become part of the Patent Collateral herein subject to the Patent Security Interest and Debtor shall be entitled to register its Patent Security Interest in such additional Patents. Debtor shall deliver prompt notice to Lender as soon as it has any right, title or interest in or to any such additional Patent.

7. CONSTRUCTION. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. Unless the context requires otherwise, (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any person shall be construed to include such person's successors and assigns, (c) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Patent Security Agreement in its entirety and not to any particular provision hereof, and (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Patent Security Agreement.

8. TERMINATION. Upon termination of the commitments in respect of all Indebtedness and full and final payment and performance of the Indebtedness, the Lender shall, upon request in writing by the Debtor and at the Debtor's expense deliver to the Debtor an instrument in writing in recordable form releasing the Patent Security Interest in the Patent Collateral.

9. GOVERNING LAW. This Agreement is a contract made under and shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable in the Province of Alberta without prejudice to or limitation of any other rights or remedies available under the laws of any jurisdiction where property or assets of the Debtor may be found.

10. FURTHER ASSURANCES. Each party shall, from time to time, and at all times hereafter, at the request of the other party, but without further consideration, make, do, execute, deliver or cause to be made, done, executed and delivered, all such further acts, deeds, documents, instruments, assurances and things as shall be reasonably required in order to fully perform and carry out the terms and intent hereof.

11. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, including by facsimile, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Patent Security Agreement to be executed and delivered by its duly authorized officers as of the date first set forth above.

DEBTOR:

STONECREEK TECHNOLOGIES INC.

By: [Signature]
Name: Darin MacDonald
Title: Director

LENDER:

Alberta Treasury Branches

By: _____
Name: _____
Title: _____

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On this 16 day of December, 2011, before me personally appeared Darin MacDonald, personally
(officer of debtor)
known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is
subscribed to the within instrument and declared to me that he/she is authorized by Stonecreek Technologies
(debtor)
to execute the same in his/her capacity, and that by his/her signature on the instrument, the person upon Dar.
behalf of which the individual acted, executed the instrument.

DECLARED BEFORE ME at
The City of Calgary in Alberta
this 16 day of December, 2011.

[Signature]
A Notary Public in and for Alberta

(Affix Seal Below) **DAVE J. BRAMWELL**
Barrister & Solicitor

11. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, including by facsimile, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Patent Security Agreement to be executed and delivered by its duly authorized officers as of the date first set forth above.

DEBTOR:

STONECREEK TECHNOLOGIES INC.

By: _____
Name: _____
Title: _____

LENDER:

Alberta Treasury Branches

By: Jon Horsman
Name: Managing Director, Loan Syndications
Title: ATB Corporate Financial Services

By: Kris Renger
Name: Kris Renger
Title: Manager, Loan Syndications

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On this ____ day of December, 2011, before me personally appeared _____, personally
(officer of debtor)
known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is
subscribed to the within instrument and declared to me that he/she is authorized by _____
(debtor)
to execute the same in his/her capacity, and that by his/her signature on the instrument, the person upon
behalf of which the individual acted, executed the instrument.

DECLARED BEFORE ME at
The City of _____ in _____
this ____ day of December, 2011.

A Notary Public in and for _____

(Affix Seal Below)

SCHEDULE A

This SCHEDULE A attached to the PATENTS SECURITY AGREEMENT dated effective the 5th day of December, 2011 between STONECREEK TECHNOLOGIES INC. and ALBERTA TREASURY BRANCHES:

<u>Patents</u>	<u>Country</u>	<u>App./Reg. Date</u>	<u>Serial No./ Registration No</u>
IMPROVED BRIDGE PLUG FOR A WELL BORE	Canada	January 23, 1998 December 14, 2004	2,224,917
BRIDGE PLUG FOR A WELL BORE	United States	January 22, 1999 October 17, 2000	6,131,656
RETRIEVABLE STIMULATION FRAC (RSF) PLUG	Canada	July 13, 2011	2,746,171
RETRIEVABLE STIMULATION FRAC (RSF) PLUG	United States	July 14, 2011	13/183,014
APPARATUS AND METHOD FOR FRACTURING A WELL	United States	April 28, 2010	61/328,770
BALL SEAT FRAC VALVE	United States	August 24, 2010	61/376,364
APPARATUS AND METHOD FOR FRACTURING A WELL	PCT	April 28, 2011	PCT/CA2011/000 495
APPARATUS AND METHOD FOR FRACTURING A WELL	PCT	August 23, 2011	PCT/CA2011/000 944
PROFILE SELECTIVE SYSTEM (PSS) (INVENTION)			Not applied for yet
COILED TUBING CONNECTOR (INVENTION)			Not applied for yet
SELECTIVE STIMULATION PACKER (INVENTION)			Not applied for yet
PRESSURE RELEASE SUB/UPPER BYPASS VALVE (INVENTION)			Not applied for yet
LATCH SEAL UNIT AND ANCHOR PACKER WITH RECEPTACLE (INVENTION)			Not applied for yet
CEMENTED FRAC VALVE (INVENTION)			Not applied for yet
STEAM DIVERSION LINER (INVENTION)			Not applied for yet