

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2881285

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	SHAWN FRENCH	01/10/2013
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	VOODOO INJECTION MANAGEMENT LTD.	
<b>Street Address:</b>	BOX 1183	
<b>City:</b>	SUNDRE, AB	
<b>State/Country:</b>	CANADA	
<b>Postal Code:</b>	T0M 1X0	
<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	13743189	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Email:</b>	ben.horton@nortonrosefulbright.com	
<b>Correspondent Name:</b>	FULBRIGHT & JAWORSKI LLP	
<b>Address Line 1:</b>	98 SAN JACINTO BOULEVARD	
<b>Address Line 2:</b>	SUITE 1100	
<b>Address Line 4:</b>	AUSTIN, TEXAS 78701	
<b>ATTORNEY DOCKET NUMBER:</b>	NROR.P0016US/11301777	
<b>NAME OF SUBMITTER:</b>	BEN HORTON	
<b>SIGNATURE:</b>	/Ben Horton/	
<b>DATE SIGNED:</b>	06/03/2014	
<b>Total Attachments: 8</b>		
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PATENT



## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS AGREEMENT is made effective as of the 10 day of JAN, 2013 (the "Effective Date").

### BETWEEN:

**SHAWN FRENCH**, an individual residing in Sundre, Alberta  
(the "Assignor")

- and -

**VOODOO INJECTION MANAGEMENT LTD.**, a corporation incorporated  
under the laws of the Province of Alberta (the "Corporation")

### WHEREAS:

- A. The Assignor is the creator of the Technology (as defined herein).
- B. The Assignor has agreed to sell, assign, transfer and convey all of the Assignor's legal and equitable right, title and interest in and to the Technology with all Intellectual Property therein or in any way related thereto, created, developed, conceived by the Assignor to the Corporation.

**NOW THEREFORE** in consideration of the payment of the Purchase Price by the Corporation to the Assignor and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

### 1. INTERPRETATION

1.1 Definitions: In this Agreement the following words and phrases shall have the following meanings herein and in the preamble, unless the context otherwise requires:

- (a) "**Agreement**" means this agreement, as may be amended from time to time;
- (b) "**Assignment**" has the meaning given such term in Section 2.1;
- (c) "**Business Day**" means any day except a Saturday, Sunday or any statutory holiday observed in the Province of Alberta and any other day deemed to be a statutory holiday by a Party, provided that notice thereof has been given by such Party to the other;
- (d) "**Confidential Information**" has the meaning given such term in Section 7.1;
- (e) "**Effective Date**" has the meaning first set out above;
- (f) "**Intellectual Property**" means any and all forms of intellectual property and technology of whatever nature and kind that relates or may in any way be applicable to the Technology that was created, developed or conceived by the Assignor prior to, up to and including the Effective Date, including all: (i) inventions, discoveries, creations, technology, trade secrets, designs, data, documentation, publications, research, findings, reports, methods, models, diagrams, practices, techniques, programs, concepts, ideas, plans, strategies, know-how, analyses, works, devices, algorithms, formulae, processes, procedures, specifications, technical information, interfaces, interactive elements, functionality, treatments, scripts, outlines, drawings, engineering, systems, industrial property, databases, developments, enhancements, modifications, derivative works and improvements (all in all forms and of whatever nature or kind, whether or not patentable or otherwise protectable in law and including the right to apply for protection thereof); (ii) all patents, patent applications,

patentable subject matter, and patent disclosures and utility models, together with all divisions, re-issuances, continuations, continuations-in-part, revisions, renewals, improvements, extensions and re-examinations thereof or thereto (including the right to apply for any and all of the foregoing); (iii) trade-marks, service marks, famous names, trade names, Internet domain names, brand names, symbols, logos, slogans and corporate names and applications, registrations and renewals related thereto (including the right to apply for any and all of the foregoing); (iv) copyrightable works, copyrights, Moral Rights and applications, registrations, and renewals related thereto (including the right to apply for any and all of the foregoing); (v) industrial designs, mask-works, integrated circuits, topographies, circuits and other similar technologies and property rights and the right to apply therefore; (vi) financial information and confidential business information; (vii) software and software tools (including source code, data and related documentation) and (viii) all further and other intellectual property and proprietary rights whatsoever in all forms and of whatever nature or kind and the right to apply therefore, including any right or protection existing from time to time in a specific jurisdiction under any patent law, copyright law, moral rights law, trade secret law, domain name law, semi-conductor chip protection law, database law, trade-mark law, privacy law, unfair competition law or other similar laws and includes legislation by governmental authorities and judicial decisions under common law or equity, and the right to apply to register such rights;

- (g) **"Moral Rights"** has the meaning given such term in Section 3.1;
- (h) **"Party"** means Shawn French or Voodoo Injection Management Ltd. (collectively referred to as the **"Parties"**), as applicable, and their respective successors;
- (i) **"Person"** or **"Persons"** shall include individuals, partnerships, joint ventures, companies, corporations, syndicates, trusts, associations, unincorporated organizations, and government agencies;
- (j) **"Purchase Price"** means the payment of a total of One Thousand (CDN \$1,000) CDN Dollars by the Corporation to the Assignor;
- (k) **"Technology"** means the system and process for supplying a chemical agent to a process fluid together with all Intellectual Property therein or in any way related thereto, created, developed, conceived by the Assignor; and
- (l) **"Third Party"** or **"Third Parties"** means any Person other than the Parties.

## 2. ASSIGNMENT

2.1 In consideration of the payment of the Purchase Price to the Assignor by the Corporation, the Assignor hereby sells, conveys, assigns and transfers to the Corporation all worldwide right, title and interest held by the Assignor in and to:

- (a) the Technology and the Intellectual Property; and
- (b) all rights and privileges pertaining to the Intellectual Property including all causes of action, claims, demands and other rights, for or arising from, any past, present and future infringement thereof, as well as the fruits of any of the above including royalties, damages, equitable relief, punitive damages, loss of profits or the like;

(collectively, the **"Assignment"**).

2.2 The Corporation hereby accepts the Assignment.

2.3 The Assignor agrees to assist the Corporation in every legal way to evidence, record and perfect the Assignment and to apply for and obtain recordation of and from time to time enforce, maintain and defend the assigned rights. If the Corporation is unable for any reason whatsoever to secure the Assignor's signature to

any document it is entitled to under this Agreement, the Assignor irrevocably designates and appoints the Corporation and its duly authorized officers and agents, as his agents and attorneys-in-fact with full power of substitution to act for and on his behalf and instead of the Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by the Assignor.

2.4 The Assignor hereby waives all rights to apply for any type of patent or other intellectual property registration in respect of the Intellectual Property, but will assist the Corporation as may be required should the Corporation desire to apply for any type of patent or other intellectual property registration in respect of the Intellectual Property.

### **3. WAIVER OF MORAL RIGHTS**

3.1 The Assignor hereby waives any and all Moral Rights, whether now existing or arising subsequently hereto and any similar rights in the Intellectual Property. The Assignor's waiver of such rights is made in favour of the Corporation and any assignee, licensee, purchaser, lender or other party claiming an interest under or through the Corporation or under any agreement entered into by the Corporation. In this Agreement, "**Moral Rights**" means any right to:

- (a) divulge a work or any Intellectual Property to the public;
- (b) retract a work or any Intellectual Property from the public;
- (c) claim authorship or anonymity relating to a work or any Intellectual Property;
- (d) object to any distortion, mutilation or modification of a work or any Intellectual Property; or
- (e) use a work or any Intellectual Property in association with a product, service, cause or institution;

and includes any and all rights similar to the above listed rights, existing under judicial or statutory law of any country or jurisdiction in the world, including the *Copyright Act* (Canada), as amended from time to time, or under any treaty, regardless of whether such right is called or generally referred to as a moral right.

### **4. REPRESENTATIONS AND WARRANTIES**

4.1 The Assignor represents and warrants to the Corporation that:

- (a) The Technology and Intellectual Property has been transferred by the Assignor to the Corporation by virtue of this Agreement;
- (b) to the best of his knowledge, the Technology and Intellectual Property does not infringe upon the rights of or misappropriate the confidential information or trade-secrets of any Third Parties;
- (c) the Assignor owns or has the necessary rights to the Technology and Intellectual Property transferred by him hereunder to the Corporation, free and clear of all liens, charges, claims and restrictions; and
- (d) as of the Effective Date, all fees relating to the prosecution or maintenance of any rights related to the Intellectual Property (including, but not limited to, any legal fees or fees owed to any governmental body in any jurisdiction in which any Intellectual Property rights have been applied for) have been paid in full.

### **5. COSTS AND EXPENSES**

5.1 The Assignor shall be responsible for paying all fees or expenses relating to the Intellectual Property which were incurred prior to the Effective Date.

## **6. INDEMNITY**

6.1 The Assignor shall be liable to the Corporation for and shall indemnify and save harmless the Corporation from and against any and all claims, suits, demands, awards, actions, proceedings, losses, costs, damages or expenses (including legal costs on a solicitor and own client basis) incurred or suffered by the Corporation by reason of, resulting from, in connection with, or arising in any manner whatsoever out of the breach or inaccuracy of any representation or warranty or the failure to comply with any of the Assignor's obligations contained in this Agreement.

## **7. CONFIDENTIALITY**

7.1 The Assignor hereby acknowledges and agrees that any information or material that he may have and may continue to come into contact with regarding the Corporation's business or in respect of or touching upon the Intellectual Property, either in oral, written, graphic, photographic, recorded or in any other form, may be highly confidential, and that the Corporation shall be the exclusive owner of this information or material (the "**Confidential Information**"), which excludes information in the public domain unless agreed to otherwise in this Agreement. The Assignor shall, at all times, preserve the proprietary, confidential and trade secret nature of the Confidential Information both during and after the term of this Agreement irrespective of the manner or method in which it is terminated.

7.2 The Assignor will not use or disclose any of the Confidential Information other than to the Corporation and shall hold such Confidential Information in confidence with the same degree of care that he applies to his own confidential information of like importance, and never less than a reasonable standard of care.

## **8. GENERAL PROVISIONS**

8.1 This Agreement shall be governed and interpreted in accordance with the laws of the Province of Alberta, without reference to its conflict of laws provisions, and the laws of Canada applicable therein. The Parties agree to be governed by the jurisdiction of the courts of Alberta in the event that any proceeding shall be brought under the terms of this Agreement.

8.2 No provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent excusing the breach is in writing and signed by the Party to be charged with such waiver or consent. A waiver by a Party of any provision of this Agreement shall not be construed as a waiver of a further breach of the same covenant or condition.

8.3 The Parties hereto shall from time to time and at all times hereafter do and perform all such acts and things and execute all such deeds, documents and writings as may be required to give effect to the true intent of this Agreement.

8.4 This Agreement shall enure to the benefit of and be binding upon the Parties and their respective heirs and successors.

8.5 Whenever possible, each provision of this Agreement may be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

8.6 The Assignor hereby expressly agrees that the Corporation, in addition to any other rights or remedies that the Corporation may possess, shall be entitled to injunctive and other equitable relief without having to post bond or other security to prevent a breach of this Agreement.

8.7 Any notice or other communication required or permitted to be given by this Agreement shall be in writing and shall be effectively given and made if delivered personally, or sent by prepaid courier service, or

sent by registered mail, or sent prepaid by facsimile or other similar means of electronic communication, in each case to the applicable address set out below:

**To: Shawn French**

Box 1183  
Sundre, AB T0M 1X0  
sfrench@voodoooinjection.ca

**To: Voodoo Injection Management Ltd.**

Box 1183  
Sundre, AB T0M 1X0

Any such communication so given or made shall be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of faxing or sending by other means of recorded electronic communication, provided that such day in either event is a Business Day and the communication is so delivered, faxed or sent prior to 4:30 p.m. (Calgary time) on such day. Otherwise, such communication shall be deemed to have been given and made and to have been received on the next following Business Day. Any notice or other communication sent by registered mail shall be deemed to have been given and received on the fifth Business Day following the mailing thereof; provided, however, that no such notice or other communication shall be mailed during any actual or apprehended disruption of postal services. Any such notice or other communication given in any other manner shall be deemed to have been given and received only upon actual receipt.


Any Party may from time to time change its address under this section by notice to the other Parties given in the manner provided by this section.


8.8 The Assignor confirms and acknowledges that he is entering into this Agreement freely and voluntarily and not under duress. The Assignor further acknowledges that he has had the opportunity to obtain independent legal advice prior to agreeing to the terms of this Agreement, that he has read the Agreement, understands it, and agrees to be bound by it, and that the terms and conditions set forth in this Agreement are reasonable in the circumstances.

8.9 This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which, when taken together, shall be considered one document. Further, the transmittal of signatures by facsimile or other electronic form is good and valid execution of this Agreement and is legally binding on the Parties.


**[Signature page follows]**

IN WITNESS WHEREOF, the Assignor and the Corporation have executed this Agreement as of the Effective Date.

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
SHAWN FRENCH

VOODOO INJECTION MANAGEMENT LTD.

Per:   
Name: \_\_\_\_\_  
Title: MARK SORMOEN  
SECRETARY



**STATEMENT OF WITNESS**

I, MARK STORMOEN, whose full post office address is:  
P.O. Box 345 WATER VALLEY AB TOM 2EO

was personally present and did see **SHAWN FRENCH**, who is known to me, execute the above Intellectual Property Assignment Agreement.

Name: 

Date: JAN 10 2013

**STATEMENT OF WITNESS**

I, SHAWN FRENCH, whose full post office address is:

P.O. Box 1183, Sundre AB T0M 1X0

was personally present and did see MARK STORMOEN, authorized representative and signatory of **VOODOO INJECTION MANAGEMENT LTD.**, execute the above assignment.

Name: 

Date: Jan 10, 2013