

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2953070

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>SEQUENCE:</b>	2

**CONVEYING PARTY DATA**

Name	Execution Date
XTREME INNOVATIONS LIMITED	07/02/2014

**RECEIVING PARTY DATA**

<b>Name:</b>	XTREME WELL TECHNOLOGY LIMITED
<b>Street Address:</b>	SHERIFFBURN HOUSE
<b>Internal Address:</b>	BROOMHILL
<b>City:</b>	KINTORE
<b>State/Country:</b>	GREAT BRITAIN
<b>Postal Code:</b>	AB51 0XA

**PROPERTY NUMBERS Total: 1**

Property Type	Number
<b>Application Number:</b>	14361828

**CORRESPONDENCE DATA**

**Fax Number:** (630)505-1312

*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.*

**Phone:** 6305051305

**Email:** jperkins@perkinsip.com

**Correspondent Name:** JEFFERSON PERKINS

**Address Line 1:** 4200 COMMERCE COURT

**Address Line 2:** SUITE 310

**Address Line 4:** LISLE, ILLINOIS 60532

<b>ATTORNEY DOCKET NUMBER:</b>	23115.4003
<b>NAME OF SUBMITTER:</b>	PATRICIA ROMANELLI
<b>SIGNATURE:</b>	/Patricia Romanelli/
<b>DATE SIGNED:</b>	07/24/2014

**Total Attachments: 9**

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DATED 2/7/ 2014

ASSIGNATION

by

XTREME INNOVATIONS LIMITED

in favour of

XTREME WELL TECHNOLOGY LIMITED

THIS IS AN IMPORTANT DOCUMENT WHICH CONFERS LEGAL RIGHTS AND OBLIGATIONS ON THE PARTIES TO IT. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING THIS DOCUMENT AND SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND BY ITS TERMS.

  
**BRODIES**<sup>LLP</sup>

Brodies LLP  
2 Blythswood Square  
Glasgow G2 4AD  
T: 0141 248 4672  
F: 0141 221 9270  
(Ref: )

22568363v2

**PATENT**  
**REEL: 033386 FRAME: 0433**

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**THIS ASSIGNATION IS ENTERED INTO BY**

- (1) **XTREME INNOVATIONS LIMITED**, a company incorporated in Scotland with registered number SC410971 and having its registered office at Commercial House, 2 Rubislaw Terrace, Aberdeen, AB10 1XE (the "Assignor");

in favour of

- (2) **XTREME WELL TECHNOLOGY LIMITED**, a company incorporated in Scotland with registered number SC341269 whose registered office is at Commercial House, 2 Rubislaw Terrace, Aberdeen, AB10 1XE (the "Assignee").

**BACKGROUND**

- (A) The Assignor is the registered owner of the Assigned IP (and goodwill therein) and the Domain Name (each as defined below); and
- (B) The Assignor is willing to assign to the Assignee all the Intellectual Property Rights and other rights in the Assigned IP together with the Domain Name.

**NOW IT IS HEREBY AGREED AS FOLLOWS**

**1 DEFINITIONS AND INTERPRETATION**

- 1.1 In this Assignment, the following terms shall have the following meanings unless the context otherwise requires:

1.1.1 "Assignment" means this Assignment including the Schedule;

1.1.2 "Assigned IP" means the Trade Marks, Patents, the Assignor's copyright in the Websites and all Intellectual Property Rights in, relating and derived directly therefrom including without limitation any unregistered trademarks, design rights, know-how, additions, alterations or improvements to the foregoing;

1.1.3 "Business Day" means a day other than a Saturday, Sunday or public holiday in Scotland, when banks in Edinburgh are open for business;

1.1.4 "Domain Name" means xtremewell.com;

1.1.5 "Effective Date" means 2<sup>nd</sup> July 2014 timed at 6:23 pm

1.1.6 "Encumbrance" means and includes any interest or equity of any person (including any right to acquire, option or right of pre-emption or licence) or any mortgage, standard security, charge, pledge, lien or assignment or other encumbrance, priority or security interest or arrangement of whatsoever nature over or in the relevant property;

- 1.1.7 "Intellectual Property Rights" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
- 1.1.8 "Patents" means the patent applications and the right to file any further applications as national phases derived from these or the PCT, short particulars of which are set out in Part 1 of the Schedule;
- 1.1.9 "Schedule" means the schedule in two parts annexed to this Assignment;
- 1.1.10 "Trade Marks" means the registered trademarks, short particulars of which are set out in Part 2 of the Schedule; and
- 1.1.11 "Websites" means the websites including without limitation any content, photographs, text, graphics, sound and video, which are available on the world wide web at the Domain Name address.
- 1.2 Clause and Schedule headings shall not affect the interpretation of this Assignment.
- 1.3 The Schedule forms part of this Assignment and shall have effect as if set out in full in the body of this Assignment. Any reference to this Assignment includes the Schedule.
- 1.4 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 2 ASSIGNATION**
- 2.1 in consideration of the sum of £62,000 sterling (receipt of which is hereby acknowledged by the Assignor), the Assignor hereby assigns to the Assignee with effect from the Effective Date:

- 2.1.1 all its property, right, title and interest in the Assigned IP, including all statutory and common law rights, and the Domain Name;
- 2.1.2 the right to apply for, prosecute, obtain and register the Assigned IP and the Domain Name throughout the world, such that the relevant registration shall be in the name of and vest in the Assignee;
- 2.1.3 the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any past, present or future infringement (or any other cause of action arising from ownership) of the Assigned IP and Domain Name; and
- 2.1.4 all goodwill and reputation attaching to the Assigned IP and the Domain Name and in respect of the business relating to the goods or services for which any of the Assigned IP and the Domain Name may be registered or used.

### 3 WARRANTIES

The Assignor warrants at the Effective Date:

- 3.1 it has full power to enter into and perform this Assignment; and
- 3.2 the Assigned IP and Domain Name are owned by the Assignor and are free from Encumbrances.

### 4 FURTHER ASSURANCES

- 4.1 The Assignor shall perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, required by law or which the Assignee reasonably requests to vest in the Assignee the full benefit of the right, title and interest in the Assigned IP and the Domain Name assigned to the Assignee under this Assignment.
- 4.2 The Assignor shall, without limitation to the generality of Clause 4.1, complete all such formalities in respect of the Domain Name, including: (a) the provision of online account details and passwords; (b) the selection and completion of relevant change of registrant functions within such accounts; (c) the provision of email or other online notice or confirmation notifying the registrar of the transfer; and (d) the execution of all documents, papers, forms and authorisations; as necessary to perfect the transfer of the Domain Name by registering them in the Assignee's name and, if requested by the Assignee, changing registrars.

### 5 MISCELLANEOUS

- 5.1 No failure or delay by a party to exercise any right or remedy provided under this Assignment or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of that right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

- 5.2 This Assignment constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. In entering into this Assignment, each party acknowledges that it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Assignment. Nothing in this clause 5.2 shall limit or exclude any liability for fraud.
- 5.3 No variation of this Assignment shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 5.4 If any court or competent authority finds that any provision of this Assignment (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Assignment shall not be affected. If any invalid, unenforceable or illegal provision of this Assignment would be valid, enforceable and legal if some part of it were deleted, the parties shall negotiate in good faith to amend that provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

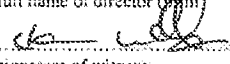
6 GOVERNING LAW AND JURISDICTION

- 6.1 This Assignment and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed and construed in all respects in accordance with Scots Law and the parties hereby agree that the Scottish Courts will have the exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Assignment or its subject matter or formation (including non-contractual disputes or claims).
- 6.2 The parties will attempt to settle any dispute relating to this Assignment amicably prior to commencing legal proceedings. IN WITNESS WHEREOF these presents consisting of this and the preceding three (3) pages are, together with the Schedule in two (2) Parts, executed as follows:

~~XTREME INNOVATIONS LIMITED~~

  
signature of director

PETER BARNES MOYES  
full name of director (print)

  
signature of witness

signature of witness

Kair Willox  
full name of witness (print)  
*Solicitor & Notary Public*

The Commercial Law Practice LLP  
2 Rubislaw Terrace  
Aberdeen, AB10 1XE, UK  
address of witness

2nd July 2014  
date of signing

ABERDEEN  
place of signing



**XTREME WELL TECHNOLOGY LIMITED**

signature of director

PETER BARNES MOYES

full name of director (print)

signature of witness

full name of witness (print)

Kate Wilcox

Solicitor & Notary Public

The Commercial Law Practice LLP

2 Rubislaw Terrace

Aberdeen, AB10 1XE, UK

address of witness

date of signing

2nd July 2014

place of signing

Aberdeen

THIS IS THE SCHEDULE IN TWO (2) PARTS TO THE ASSIGNATION ENTERED INTO BETWEEN XTREME INNOVATIONS LIMITED AND XTREME WELL TECHNOLOGY LIMITED ON 2<sup>ND</sup> JULY 2014.

Part 1 - Patents

Family	Agent Case Ref.	Official No.	Priority date	Date Filed	Case Status	Title	Country
1	PG429941CA	Not Yet Available - Canadian Phase of PCT/GB2012/052970 12799256.8	01-Dec-2011	30-Nov-2012	Application Filed	Apparatus for Use in a Fluid Conduit	Canada
	PG429941EP	GB1120713.1	01-Dec-2011	30-Nov-2012	Application Filed	Apparatus for Use in a Fluid Conduit	European Office
	PG429941GB	2012343522	01-Dec-2011	01-Dec-2011	Awaiting examination	Apparatus for Use in a Fluid Conduit	United Kingdom
	PG429941AU	14/561,828	01-Dec-2011	30-Nov-2012	Application Filed	Apparatus for Use in a Fluid Conduit	Australia
	PG429941US	PCT/GB2012/052970	01-Dec-2011	30-Nov-2012	Application Filed	Apparatus for Use in a Fluid Conduit	United States of America
	PG429941WO	PCT/GB2012/052970	01-Dec-2011	30-Nov-2012	Published	Apparatus for Use in a Fluid Conduit	Patent Treaty
2	PG443446WO	PCT/GB2013/051747	04-Jul-2012	02-Jul-2013	Published	Downhole Tool	Patent Treaty
3	PG443449GB	1319883.3	11-Nov-2013	11-Nov-2013	Application filed	Downhole Tool	United Kingdom
4	PG443934GB	1403162.9	24-Feb-2014	24-Feb-2014	Application filed	Connection Apparatus	United Kingdom
5	PA990034GB	1403918.4	05-Mar-2014	05-Mar-2014	Application filed	Well Barrier Method and Apparatus	United Kingdom
6	PA990005GB	1405009.0	20-Mar-2014	20-Mar-2014	Application filed	Seal Arrangement	United Kingdom
7	PA990031GB	1405363.1	25-Mar-2014	25-Mar-2014	Application filed	Valve	United Kingdom

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Part 2 -- Trade Marks

Case Ref.	Official No.	Priority date	Date Filed	Case Status	Title	Country	Property Type	Local Classes
TG443836GBA	2620265	08-May-2012	08-May-2012	Granted Registered	METAPLEX	United Kingdom	Trade Mark	06,07,17
TG443837GBA	2620266	08-May-2012	08-May-2012	Granted Registered	XTREME WELL TECHNOLOGY	United Kingdom	Trade Mark	06,07,17,37
TG443840GBA	UK00002620267	08-May-2012	08-May-2012	Granted Registered	XTREME Logo in colour	United Kingdom	Trade Mark	06,07,17,37,42

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