

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3245170

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
LEONARD INESON	01/27/2014
RECEIVING PARTY DATA	
Name:	INSTRUVENTIONAL, INC.
Street Address:	2180 DUNWIN DRIVE, UNITS 5 AND 6
City:	MISSISSAUGA, ONTARIO
State/Country:	CANADA
Postal Code:	L5L 5M8
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14424756
CORRESPONDENCE DATA	
Fax Number:	(918)584-1718
<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>	
Phone:	918-587-2000
Email:	mkachigian@hjkllaw.com
Correspondent Name:	HEAD, JOHNSON & KACHIGIAN, P.C.
Address Line 1:	228 W 17TH PLACE
Address Line 4:	TULSA, OKLAHOMA 74119
ATTORNEY DOCKET NUMBER:	RID620-204/15077-MGK
NAME OF SUBMITTER:	MARK G. KACHIGIAN
SIGNATURE:	/markgkachigian/
DATE SIGNED:	02/27/2015
Total Attachments: 5	
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SECTION 85 ASSET SALE AGREEMENT

THIS AGREEMENT made as of the 27th day of January, 2014.

BETWEEN:

LEONARD INESON,

(hereinafter called the "Vendor")

OF THE FIRST PART

- and -

INSTRUMENTAL INC., a corporation incorporated
under the laws of Ontario,

(hereinafter called the "Purchaser")

OF THE SECOND PART

WHEREAS:

(A) The Vendor has agreed to sell and the Purchaser has agreed to purchase certain assets described in Schedule "A" annexed hereto ("Purchased Assets") on the terms and conditions hereinafter set forth;

(B) The Vendor is the beneficial owner of the assets listed in Schedule "A";

(C) The Vendor and the Purchaser are "related" as defined in the Income Tax Act (Canada), and therefore do not deal at arm's length within the meaning thereof;

NOW THEREFORE THIS AGREEMENT WITNESSETH that for good and valuable consideration now given by the Purchaser to the Vendor and more particularly described herein (the receipt and sufficiency of which the Vendor hereby acknowledges) and in consideration of the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. Purchase and Sale

Subject to the terms and conditions hereof, the Vendor hereby forever and absolutely grants, bargains, sells, assigns, transfers, conveys and sets over onto the Purchaser and the Purchaser hereby purchases from the Vendor as, at and from the commencement of business on the 27th day of January, 2014, the beneficial right, title and interest of the Vendor into and under the Purchased Assets.

2. Purchase Price

The purchase price payable to the Vendor for the Purchased Assets shall be an amount equal to [REDACTED] ("Purchase Price") which is estimated by the parties hereto to be the aggregate fair market value of the Purchased Assets as of the date hereof.

3. Satisfaction of Purchase Price

The Purchase Price shall be satisfied by the issuance to the Vendor of [REDACTED] **Class "B" Preference Shares** in capital of the Purchaser. The said shares shall be issued forthwith by the Purchaser as fully paid and non-assessable.

4. **Subsection 85 (1) Election**

The Vendor and the Purchaser shall execute and file a joint election pursuant to subsection 85(1) of the Income Tax Act (Canada) ("Act") and any similar provision of provincial law as necessary in prescribed form and within the prescribed time, including any amended elections that may be desirable. This joint election shall provide that the amount ("Elected Amount") elected to be the proceeds of disposition to the Vendor and the cost of acquisition to the Purchaser of the Purchased Assets shall be the sum of **\$1.00**.

5. **H.S.T. Election**

Vendor and Purchaser warrant and represent that they are each registered under part IX of the Excise Tax Act (Canada) and hereby covenant and agree to jointly execute such election as permitted by the legislation such that there is no Harmonized Sales Tax payable as a consequence of this transaction.

6. **Taxes**

Any provincial or municipal retail sales tax, land transfer tax or other similar taxes (other than taxes on income) exigible in respect of the sale and purchase of the Purchased Assets shall be payable by the Purchaser.

7. **Bulk Sales Act**

The Purchaser hereby waives compliance with the provisions of the Bulk Sales Act (Ontario). The Vendor hereby indemnifies and shall forever save the Purchase harmless from and against all debts, liabilities, expenses, accounts, actions, causes of action, suits, damages, costs, claims, demands and losses to which the Purchaser has or may become subject arising as a result of the Vendor's non-compliance with the Bulk Sales Act (Ontario) to the extent that such liabilities exceed the Liabilities assumed.

8. **Adjustments**

It is the intention of the Vendor and the Purchaser that the transaction herein provided for shall take place at the fair market value of the Purchased Assets as of the date hereof. Notwithstanding the foregoing provisions, the parties hereto agree that if any taxing authority should allege that the consideration determined as provided for in paragraph 2 hereof is not equal to the fair market value of the Purchased Assets or makes or proposes to make an assessment on the basis that any benefit or advantage is conferred on any person by reason of the sale herein provided for, then the consideration shall be and shall be deemed always to have been the amount that is determined to be the fair market value of the Purchased Assets by the accountant of the Purchaser after it has consulted with such taxing authority, and the parties hereto shall make such adjustments and execute such documentation as is necessary to give effect to such adjustment of the consideration.

9. **Stated Capital Account**

Notwithstanding the consideration received by the Purchaser for the issuance of the 2,000,000 Class "B" Preference Shares, the parties hereto agree that the Purchaser shall add to the stated capital account in respect of its Class "B" Preference Shares the sum of **\$1.00**.

10. **Vendor's Representations and Warranties**

The Vendor hereby represents and warrants to the Purchaser that:

- (a) the Vendor is the beneficial owner of the Purchased Assets free of all liens, charges, security interest, adverse claims, pledges and other encumbrances whatsoever;
- (b) the entering into of this Agreement and the consummation of the transactions herein contemplated have been duly authorized by all necessary corporate action on behalf of the

Vendor and this Agreement has been duly executed and delivered by the Vendor and is a valid and binding obligation of the Vendor;

- (c) no person, firm or corporation other than under this Agreement has any agreement or option or right capable of becoming an agreement or option for the purchase from the Vendor of the Purchased Assets; and
- (d) the Vendor is not a non-resident of Canada for purposes of the Act.

11. **Purchaser's Representations, Warranties and Covenants**

The Purchaser hereby represents, warrants and covenants to the Vendor that:

- (a) the Purchaser is duly incorporated and subsisting under the laws of Ontario;
- (b) the [REDACTED] **Class "B" Preference Shares** to be issued to the Vendor pursuant hereto have been duly authorized;
- (c) the issuance to the Vendor of [REDACTED] **Class "B" Preference Shares** does not result in a breach of any term or provision of, or constitute a default under any indenture, agreement, instrument, licence or permit to which the Purchaser is a party or by which it is bound or any unanimous shareholder agreement;
- (d) the Purchaser is not a "non-Canadian" as defined in the Investment Canada Act (Canada) and the Regulations thereunder; and

12. **Survival of Representations, Warranties and Covenants**

The representations, warranties and covenants of the Vendor and the Purchaser contained in this Agreement shall survive the completion of the transaction contemplated by this Agreement and, notwithstanding such completion, shall continue in full force and effect for the benefit of the Purchaser and the Vendor as the case may be.

13. **Actual Conveyance and Further Assurances**

This Agreement shall operate as an actual conveyance, transfer, assignment and setting over of the Vendor's beneficial right, title and interest in, to and under the Purchased Assets but each of the parties hereto covenants and agrees upon the request of the other, to do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all such further acts, deeds, documents, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably necessary or desirable to give full effect to this Agreement.

14. **Successors and Assigns**

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, as applicable.

15. **Law of Agreement**

This Agreement shall be construed and interpreted according to the laws of the Province of Ontario.

16. **Headings**

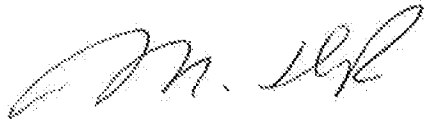
The headings in this Agreement are inserted for convenience of reference only and shall not affect the interpretation hereof.

17. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision(s) shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision(s) were so excluded and shall be enforceable in accordance with its terms.

18. Each of the parties acknowledge that it has obtained adequate and independent legal advice with respect to this Agreement prior to executing this Agreement and do execute this Agreement voluntarily and with full knowledge of its terms and conditions.


IN WITNESS WHEREOF this Agreement has been executed by the parties hereto.

SIGNED, SEALED & DELIVERED
In the presence of




LEONARD INESON

INSTRUMENTAL INC.

Per 
Leonard Ineson, President
I have authority to bind the Corporation

SCHEDULE "A"

LIST OF PATENTS

United States Patent No. 6,616,658

Canadian Patent No. 2488867

Canadian Patent Application Serial No. 2,827,695

International Patent Application No. PCT/CA2012/001200

International Patent Application No. PCT/CA2013/000741