

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

EPAS ID: PAT3245363

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MARQUIS FLUIDS INC.	05/20/2011
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MARQUIS ALLIANCE ENERGY GROUP INC.
<b>Street Address:</b>	1800, 800 - 6TH AVENUE SW
<b>City:</b>	CALGARY
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	T2P 3G3
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	13656915
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(780)424-2205
<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>Phone:</b>	780-424-2200
<b>Email:</b>	dtomkins@tomkinslaw.ca
<b>Correspondent Name:</b>	DONALD V. TOMKINS
<b>Address Line 1:</b>	740, 10150 - 100 STREET
<b>Address Line 4:</b>	EDMONTON, CANADA T5J 0P6
<b>ATTORNEY DOCKET NUMBER:</b>	127.008
<b>NAME OF SUBMITTER:</b>	DONALD V. TOMKINS
<b>SIGNATURE:</b>	/Donald V. Tomkins/
<b>DATE SIGNED:</b>	02/27/2015
<b>Total Attachments: 3</b>	
source=Assignment - MFI to MAEGI - executed May 20, 2011#page1.tif	
source=Assignment - MFI to MAEGI - executed May 20, 2011#page2.tif	
source=Assignment - MFI to MAEGI - executed May 20, 2011#page3.tif	

## ASSIGNMENT

1. **IN CONSIDERATION** of payment of ten dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

**MARQUIS FLUIDS INC.**  
1800, 800 - 6<sup>th</sup> Avenue SW  
Calgary, Alberta T2P 3G3  
CANADA

(the "Assignor")

hereby sells, assigns, and sets over absolutely to:

**MARQUIS ALLIANCE ENERGY GROUP INC.**  
1800, 800 - 6<sup>th</sup> Avenue SW  
Calgary, Alberta T2P 3G3  
CANADA

(the "Assignee")

all rights, title, and interest of any nature whatsoever which the Assignor may have to and in respect of the invention titled:

**EMULSIFIED POLYMER DRILLING FLUID  
AND METHODS OF PREPARATION AND USE THEREOF**

as described in:

- (a) Canadian Patent No. 2,451,585;
- (b) U.S. Patent Application No. 11/621,436 filed January 9, 2007  
(continuation-in-part of USPA 10/722,529, filed November 28, 2003);
- (c) Brazilian Patent Application No. PI 0316960-0 (BR national phase of  
PCT/CA2003/001871, filed December 1, 2003);
- (d) Venezuelan Patent Application No. PAT 2003-02104, filed December 2, 2003.

2. Such rights, title, and interest shall henceforth be held and enjoyed by the Assignee or its successors, assigns, or legal representatives for the full terms of any and all Letters Patent which may be granted therefor by any national or regional patent granting authority, as fully and entirely as such rights, title, and interest would have been held and enjoyed by the Assignor had this Assignment had not been made.

3. The Assignor hereby assigns to the Assignee any priority rights arising in connection with the Invention by virtue of the above-noted patents and patent applications or any other patent applications which may be filed in respect of the Invention or any improvement thereto or any part thereof, and the Assignor hereby authorizes the Assignee to make application for and to receive Letters Patent for the Invention in the name of the Assignee in such additional country or countries as the Assignee may elect.

4. The Assignor hereby covenants and agrees that it will:

- (a) execute or procure any further necessary assurance of title to the Invention, and to any corresponding patent applications or Letters Patent;
- (b) at any time, upon the request of the Assignee, execute and deliver any and all papers that may be necessary or desirable to perfect the Assignee's title to the Invention, and to any corresponding patent applications or Letters Patent;
- (c) sign all documents legally or otherwise required in connection with any additional, divisional, continuing, or reissue applications for patents in respect of the Invention or any improvement thereto or any part thereof;
- (d) make all rightful oaths and declarations required in connection with any patent applications relating to the Invention; and
- (e) generally do all lawful acts to aid the Assignee and its successors, assigns, or legal representatives, to obtain and enforce patent protection in respect of the Invention in any or all countries;

and that it will do all of the foregoing without further compensation, but at the sole expense of the Assignee or its successors, assigns, or other legal representatives.

5. The Assignor hereby authorizes and requests that any and all Letters Patent for the Invention issuing or resulting from any corresponding patent application, or from any related division, continuation, or reissue, be issued to **MARQUIS ALLIANCE ENERGY GROUP INC.** (or any successor in title) as Assignee.

EXECUTED at Edmonton, Alberta, Canada, this 20 day of May, 2011.

**MARQUIS FLUIDS INC.**

Per:  \_\_\_\_\_

**Dave Rawlyk,**  
**Director**

**ACCEPTANCE OF ASSIGNMENT**

The Assignee, **Marquis Alliance Energy Group Inc.**, hereby acknowledges and accepts the assignment from **Marquis Fluids Inc.** as set out above.

**MARQUIS ALLIANCE ENERGY GROUP INC.**

Per:   
\_\_\_\_\_  
**Dave Rawlyk,**  
**Executive Vice-President, Canada**

Date: May 20, 2011