503215170 03/12/2015

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3261785

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
BENJAMIN STUART SPARROW	12/15/2014
SAQIB NAVEED	12/15/2014

RECEIVING PARTY DATA

Name:	SALTWORKS TECHNOLOGIES INC.
Street Address:	2105 COMMISSIONER STREET
City:	VANCOUVER, BRITISH COLUMBIA
State/Country:	CANADA
Postal Code:	V5L 1A4

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14427043

CORRESPONDENCE DATA

Fax Number: (404)962-6881

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.

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Correspondent Name: TROUTMAN SANDERS LLP Address Line 1: 600 PEACHTREE ST., NE

Address Line 2: SUITE 5200

Address Line 4: ATLANTA, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	SALT9
NAME OF SUBMITTER:	RYAN A. SCHNEIDER
SIGNATURE:	/RYAN A. SCHNEIDER, REG. #45083/
DATE SIGNED:	03/12/2015

Total Attachments: 3

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PATENT 503215170 REEL: 035145 FRAME: 0614

ASSIGNMENT

WHEREAS, WE: Benjamin Stuart SPARROW of 2105 Commissioner Street, Vancouver, British Columbia, Canada V5L 1A4 and Saqib NAVEED of 2105 Commissioner Street, Vancouver, British Columbia, Canada V5L 1A4 have invented an invention entitled: MULTIPLE EFFECT CONCENTRATION SWAP DE-SCALING SYSTEM ("Invention"), for which applications for Letters Patent have been filed, as follows:

United States Provisional Application filed on November 26, 2013 under serial No. 61/909,288; and

PCT Patent Application filed on November 26, 2014 under serial No. PCT/CA2014/051134;

WHEREAS, **Saltworks Technologies Inc.** (hereinafter referred to as "ASSIGNEE") having a place of business at 2105 Commissioner Street, Vancouver, British Columbia, Canada V5L 1A4 is desirous of confirming that it has acquired and has had assigned to it, and by way of further assurances is desirous of acquiring and having assigned to it, the full right, title, and interest in and to the Invention and in and to any Letters Patent that may be granted therefor in any and all countries and jurisdictions; and

WHEREAS we have agreed to make such assignment;

NOW, THEREFORE, in consideration of the foregoing premises, and of the sum of one dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we hereby confirm that we have sold, assigned, and transferred absolutely, and by way of further assurances do hereby sell, assign, and transfer absolutely to the ASSIGNEE the full and exclusive right, title, and interest in and to: (a) the Invention worldwide; (b) any and all patent applications, which is hereby deemed to include any and all industrial design applications, for the Invention in all countries and jurisdictions and under all conventions and treaties, including the right to claim for any and all applications any priority rights to which such applications are entitled under conventions, treaties or otherwise, and all divisions, extensions, continuations, continuations-in-parts, provisionals, non-provisionals, substitutions, and renewals thereof; (c) all Letters Patent, which is hereby deemed to include all industrial designs, which may be granted therefor in any and all countries and jurisdictions, and any renewals, reissues, re-examinations or extensions of the Letters Patent, and (d) the

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exclusive right to bring or participate in any proceeding for past infringement or any other

actionable right under all of the foregoing and to receive all remedies that arise therefrom, to the

end of the term for which said Letters Patent may be granted, as fully and entirely as the same

would have been held by us had this Assignment not been made.

We hereby authorize and request the patent offices in all countries and jurisdictions to

issue any and all of the Letters Patent, when granted, to the ASSIGNEE.

Further, we agree that we will communicate to the ASSIGNEE or its representatives any

facts known to us respecting the Invention, and testify in any legal proceeding, sign all lawful

papers, execute all papers relating to all patent applications including all divisional, continuation,

continuation-in-part, extension, renewal, provisional, non-provisional or substitute thereof, and

the Letters Patent including any renewal, re-examination, extension, and reissue of said Letters

Patent, execute all necessary assignment papers to cause any and all of said Letters Patent to

be issued to the ASSIGNEE, make all rightful oaths, and, generally do everything possible to aid

the ASSIGNEE, its successors and assigns, to obtain and enforce proper protection for the

Invention in any and all countries and jurisdictions.

The undersigned hereby authorizes the firm of Gowling Lafleur Henderson LLP to

correct errors in this assignment or to insert any further identification or other information

necessary or desirable to make this Assignment suitable for recordal in any country.

[SIGNATURE PAGE FOLLOWS IMMEDIATELY]

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EXECUTED at Vancouver, E	c, Canada, this	54
day of <u>Pecember</u> , 2014.		
Witness:	Inventor:	
<u> </u>		
Print Name: Karen Chen	Benjamin Stuart SPARROW	
EXECUTED at Vancouver, BC, day of December, 2014.	Canada, this	15**
day or		
Witness:	Inventor:	
	<u> </u>	
Print Name: Karen Chen	Saqib NAVEED	
Acknowledged and Accepted by the ASSIGNEE: EXECUTED at Vancouver, Bc day of December, 2014. Witness:	, Canada, this	154
Print Name: Kanen Chen	SALTWORKS TECHNOLOGIES IN	VC.
	Print Name: Benjamin Span	rowl
	Position: CEO	

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