

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3332508

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
PRJ ALPHA, LLC	04/21/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	HUNTING TITAN, INC.
<b>Street Address:</b>	11785 HIGHWAY 152
<b>City:</b>	PAMPA
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	79065
<b>PROPERTY NUMBERS Total: 9</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	8931389
Application Number:	14544203
Application Number:	61575472
Application Number:	61633268
Application Number:	62070587
Application Number:	13815187
Application Number:	13986528
Application Number:	13065937
Application Number:	61342160
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(713)972-1180
<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>	7139721150
<b>Email:</b>	docketing@arnold-iplaw.com
<b>Correspondent Name:</b>	ARNOLD, KNOBLOCH & SAUNDERS, L.L.P.
<b>Address Line 1:</b>	4900 WOODWAY DR., SUITE 900
<b>Address Line 4:</b>	HOUSTON, TEXAS 77056
<b>ATTORNEY DOCKET NUMBER:</b>	33331
<b>NAME OF SUBMITTER:</b>	VALERIE HUBAC AUTHORIZED BY JAS

<b>SIGNATURE:</b>	/Jason A. Saunders voh/
<b>DATE SIGNED:</b>	04/29/2015
<b>Total Attachments: 4</b> source=2015-04-21 Executed Intellectual Property Assignment Agreement between Titan and PRJ#page1.tif source=2015-04-21 Executed Intellectual Property Assignment Agreement between Titan and PRJ#page2.tif source=2015-04-21 Executed Intellectual Property Assignment Agreement between Titan and PRJ#page3.tif source=2015-04-21 Executed Intellectual Property Assignment Agreement between Titan and PRJ#page4.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated as of ~~February 28, 2015~~ <sup>April 21, 2015</sup>, is made by PRJ Alpha, LLC ("**Seller**"), a Texas limited liability company, in favor of Hunting Titan, Inc ("**Buyer**"), a Texas corporation the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated ~~February 28, 2015~~ <sup>April 21, 2015</sup> (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Subject to the Asset Purchase Agreement Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "**Assigned IP**"):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "**Patents**");

(b) Subject to the Asset Purchase Agreement, all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, including the right to sue for past and future infringement;

(c) Subject to the Asset Purchase Agreement any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

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3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.
4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.
5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

REF  
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IN WITNESS WHEREOF, Seller has duly executed and delivered this IP assignment as of the date first above written.

PRJ Alpha, LLC

By: Nolan C Lerche

Name: Nolan Lerche

Title: *PRESIDENT*

Address for Notices:

12114 Dorrance

Stafford, TX 77477

AGREED TO AND ACCEPTED:

Hunting Titan, Inc

By: *[Signature]*

Name: *RICHARD LE BLANCET*

Title: *PRESIDENT*

Address for Notices:

450 Gears Road, Suite 200

Houston, TX 77067

Attn: President

*REB*  
*NCL*

## SCHEDULE 1

### ASSIGNED PATENTS AND PATENT APPLICATIONS

1. U.S. PATENT 8,931,389
2. U.S. Patent Application 14/544,203
3. U.S. Patent Application 61/575,472
4. U.S. Patent Application 61/633,268
5. U.S. Patent Application 62/070,587
6. U.S. Patent Application 13/815,187
7. U.S. Patent Application 13/986,528
8. U.S. Patent Application 13/065,937
9. U.S. Patent Application 61/342,160

*TRIP*  
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