

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3371985

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	BUSINESS DEVELOPMENT BANK OF CANADA	03/11/2015
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	SOCIEDAD COMERCIAL SATCO LIMITADA	
<b>Street Address:</b>	LAS CATALPAS 1100, DPTO. 81	
<b>City:</b>	VITACURA, SANTIAGO	
<b>State/Country:</b>	CHILE	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	<b>Patent Number:</b>	8079390
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(513)229-0683	
<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>Email:</b>	admin@hn-iplaw.com	
<b>Correspondent Name:</b>	HASSE & NESBITT LLC	
<b>Address Line 1:</b>	8837 CHAPEL SQUARE DRIVE, SUITE C	
<b>Address Line 4:</b>	CINCINNATI, OHIO 45249	
<b>ATTORNEY DOCKET NUMBER:</b>	HCL-071 - 72296/US	
<b>NAME OF SUBMITTER:</b>	DANIEL F. NESBITT	
<b>SIGNATURE:</b>	/DanielFNesbitt/	
<b>DATE SIGNED:</b>	05/28/2015	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 7</b>		
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## PATENT ASSIGNMENT

THIS AGREEMENT is made the 11 day of March, 2015.

BETWEEN:

BUSINESS DEVELOPMENT BANK OF CANADA  
a company incorporated under the laws of Canada, having a business centre at 313 Bernard  
Avenue, Kelowna, BC V1Y 6N6, Canada

("BDC")

AND:

SOCIEDAD COMERCIAL SATCO LIMITADA,  
a company incorporated under the laws of Chile, domiciled at Las catalpas 1100, Dpto. 81,  
Vitacura, Santiago, Chile

(the "Assignee")

AND:

ASPENWARE INC.  
a company incorporated under the laws of Canada, domiciled at 869 Mabel Lake Road,  
Lumby BC V0E 2G5, Canada

("Aspenware")

### BACKGROUND

- A. BDC advanced a loan or loans to Aspenware and Aspenware granted BDC security for such indebtedness including an Assignment of Patents dated December 8, 2011 (the "Assignment of Patents") to BDC as the assignee;
- B. Pursuant to the Assignment of Patents, Aspenware agreed to assign to BDC all of its rights title and interest in letters patent or applications for letters patent as set out in Schedule A attached hereto (the "Patent") upon an event of default under any loan agreement with BDC;
- C. Aspenware has defaulted under a loan agreement with BDC and is a party to this Agreement for purpose of acknowledging the default with BDC and granting its consent to the assignment of the Patent from BDC to the Assignee. Under the terms of the Assignment of Patents, BDC is the assignee of all rights, titles and interests in and to the Patent; and
- D. BDC has agreed to assign to the Assignee its interest in the Patent on the terms and subject to the conditions provided in this Agreement;

## TERMS OF AGREEMENT

In consideration of the premises and the covenants, agreements, representations, warranties and payments contained in this Agreement, the parties agree with the others as follows:

### 1. ASSIGNMENT OF PATENT

By this Agreement, BDC sells, assigns and transfers to the Assignee, and the Assignee purchases and acquires from BDC, 100% of BDC's rights, titles and interests in the Patent for the entire term of the Patent and any reissues or extensions and for the entire terms of any patents, reissues or extensions that may issue from foreign applications, divisions, continuations in whole or part or substitute applications filed claiming the benefit of the Patent. The right, title and interest conveyed in this Agreement is to be held and enjoyed by Assignee and Assignee's successors as fully and exclusively as it would have been held and enjoyed by BDC had this assignment not been made.

The purchase price of the Patent is \$30,000.00 (the "Purchase Price"). The Purchase Price shall be paid by way of cash, certified cheque, bank draft or solicitor's trust cheque on closing.

This assignment shall take effect immediately after the Closing (as defined in section 3 below). The Purchase Price shall be paid on the Closing, along with the price of the other assets that will be purchased on the Asset Purchase Agreement.

### 2. ACKNOWLEDGMENT AND WAIVER FROM ASPENWARE

Aspenware hereby acknowledges that the Assignment of Patents is a valid and enforceable agreement between Aspenware and BDC. Aspenware further acknowledges that it has defaulted in its financial obligations to BDC and that such default has affected the assignment of the Patent to BDC in accordance with the terms and conditions of the Assignment of Patents. In that regard, Aspenware hereby waives all of its right, title and interest in the Patent and consents to the further assignment of the Patent from BDC to the Assignee.

### 3. CLOSING

#### 3.1 Closing

The Closing will occur upon the signature and execution of the Asset Purchase Agreement between the Business Development Bank of Canada and Sociedad Comercial Satco Limitada. For the purposes of this agreement, the mere signing of that Asset Purchase Agreement will constitute a successful Closing.

#### 3.2 Time of Closing

The Closing will be held at 11:00 a.m., local time in Kelowna, on March 12, 2015 or at such other time and date agreed upon in writing between the parties.

3.3 Place of Closing

The closing will take place at the offices of the Assignee's solicitors, Business Law Group, in Kelowna, British Columbia.

4. FURTHER ASSURANCES

BDC and Aspenware shall do all things and execute and deliver all documents (including all assignments, affidavits, and other instruments, in a form suitable for filing with all patent offices where the Patent is registered and recorded) as may be requested by the Assignee from time to time and at any time, in order to give effect to this Assignment or to perfect or record the Assignee's interest in the Patent or to maintain the registration or recording of the Patent.

5. POWER OF ATTORNEY

BDC and Aspenware hereby irrevocably appoint the Assignee or its agent, as the case may be, with full power of substitution, to be the attorney of BDC and/or Aspenware, as the case may be, to do, make, sign, endorse or execute under seal or otherwise all deeds, documents, transfers, cheques, instruments, demands, assignments, assurances, consents, acts, matters or things with the right to use the name of BDC and/or Aspenware, as the case may be, whenever or wherever it may be necessary or expedient and without limiting the foregoing for the purposes of authorizing and completing all matters incidental to and necessary for the preparation and execution of all relevant and related documents concerning the transfer, purchase or sale of the Patent.

6. COUNTERPART EXECUTION

This Agreement may be executed by the parties hereto in counterparts and upon execution of a counterpart by each party and delivery thereof to the other party, this Agreement shall be binding upon and enforceable in accordance with its terms. A copy of this Agreement delivered by facsimile or other electronic means and bearing a copy of the signature of a party to this Agreement shall for all purposes be treated and accepted as an original copy thereof.

- THIS SPACE INTENTIONALLY LEFT BLANK -

AS EVIDENCE OF THEIR AGREEMENT the parties have executed this Agreement as of the day and year first above written.

Officer's Signature

Y M D

Signatures

*Erika Ayumi Chan*

**ERIKA AYUMI CHAN**  
PO BOX 6, STE 200, 505 BURRARD ST  
VANCOUVER, BC V7X 1M3  
A COMMISSIONER FOR TAKING  
AFFIDAVITS FOR BRITISH COLUMBIA  
*Expires: June 30, 2017*

Y	M	D
15	03	04

BUSINESS DEVELOPMENT BANK  
OF CANADA by its authorized  
signatory:

Per: *Aleta Atengco*  
Print Name Senior Manager

Per: *Andrew Masse*  
Print Name Andrew Masse  
Regional Director

**OFFICER CERTIFICATION:**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia.

SOCIEDAD COMERCIAL SATCO .  
LIMITADA by its authorized signatory:

Per: \_\_\_\_\_  
Steven Adler

ASPENWARE INC. by its authorized signatory:

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

AS EVIDENCE OF THEIR AGREEMENT the parties have executed this Agreement as of the day and year first above written.

Officer's Signature

Y M D

Signatures

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BUSINESS DEVELOPMENT BANK  
OF CANADA by its authorized  
signatory:

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

Print Name \_\_\_\_\_

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

Print Name \_\_\_\_\_

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Steven Adler

ASPENWARE INC. by its authorized signatory:

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Officer's Signature

\_\_\_\_\_

Y M D

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Signatures

BUSINESS DEVELOPMENT BANK  
OF CANADA by its authorized  
signatory:

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

Print Name \_\_\_\_\_

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

Print Name \_\_\_\_\_

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SOCIEDAD COMERCIAL SATCO  
LIMITADA by its authorized signatory:

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

Steven Adler

ASPENWARE INC by its authorized signatory:

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

## **SCHEDULE A**

### **Detailed Description of Patents**

**Registered Owner:** Aspenware Inc.

**Assignee:** Business Development Bank of Canada

### **Description or Illustration of Patent:**

Process of Productions of Disposable Wooden Cutlery and Product Thereof

United States Patent Application Publication

USCIP Application No.: 12076635

USCIP Filing Date: March 20, 2008

USCIP Patent Number: 8079390

USCIP Issue Date: December 20, 2011