

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	DONALD W. KIRK	09/09/2015
	JOHN W. GRAYDON	09/09/2015
	ANDREW J. WHITE	09/09/2015
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	DJA TECHNOLOGIES INC.	
<b>Street Address:</b>	22 EBYCREST ROAD	
<b>City:</b>	BRESLAU, ONTARIO	
<b>State/Country:</b>	CANADA	
<b>Postal Code:</b>	N0B 1M0	
<b>PROPERTY NUMBERS Total: 3</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	61432947	
<b>PCT Number:</b>	CA2012000022	
<b>Application Number:</b>	13937675	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(416)361-1398	
<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>	scotgrave@bereskinparr.com	
<b>Correspondent Name:</b>	BERESKIN & PARR LLP/S.E.N.C.R.L., S.R.L.	
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<b>ATTORNEY DOCKET NUMBER:</b>	23085-P43556US00	
<b>NAME OF SUBMITTER:</b>	NICHOLAS AITKEN	
<b>SIGNATURE:</b>	/Nicholas Aitken/	
<b>DATE SIGNED:</b>	09/24/2015	
<b>Total Attachments: 4</b>		
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**PATENT**

**REEL: 036650 FRAME: 0406**

### **CONFIRMATORY ASSIGNMENT**

WHEREAS, **Donald W. Kirk**, whose full post office address is **7 Coates Hill Crt. Caledon, Ontario, L7E 0N5 Canada**, **John W. Graydon** whose full post office address is **3 Mossom Place, Toronto, Ontario, M6S 1G5 Canada** and **Andrew J. White**, whose full post office address is **22 Ebycrest Rd., Breslau, Ontario N0B 1M0 Canada** (hereinafter "the Assignors") are the inventors of the inventions disclosed in **United States** provisional patent application no. **61/432,947**, filed on **January 14, 2011** and **PCT** international patent application no. **PCT/CA2012/000022**, filed on **January 12, 2012** and **United States** patent application no. **13/937,675** filed on **July 9, 2013** entitled **PRODUCTION OF BIOCHAR ABSORBENT FROM ANAEROBIC DIGESTATE**, (hereinafter "the Applications");

AND WHEREAS, **DJA Technologies Inc.** whose full post office address is **22 Ebycrest Rd., Breslau, Ontario, N0B 1M0 Canada**, (hereinafter "the Assignee"), has acquired from the Assignors, their entire right, title and interest in and to the inventions, in all countries of the world, including their rights to the Applications, and all related applications and patents thereon, including any and all, international, national and regional phase applications based on the Applications, and other counterpart applications in all countries, and any and all substitutes, divisionals, continuations and continuations-in-part, and any Letters Patent that may be obtained therefor, and in any and all reissues, extensions, renewals and reexaminations of such applications and patents, including the right to claim priority to the Applications, and to all related applications and patents thereon filed by the Assignors or Assignee, including the benefit of any right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and the benefit of any right of priority provided by any convention or treaty under domestic or foreign law, and to invoke and claim any

such right of priority without further written or oral authorization from the Assignors;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the Assignors hereby confirm that, as of the filing date of each of the Applications, they have assigned, and, effective as of the filing date of each of the Applications, do hereby sell and assign, transfer and set over to the Assignee, all their right, title and interest for Canada, the United States of America, its territories, dependencies and possessions, and for all other countries in the world, in and to the inventions, including their rights to the Applications, and all related applications and patents thereon, including the right to claim priority to the Applications and to all related applications and patents thereon, to be held and enjoyed by the Assignee, its assigns and successors, as fully and entirely as the same would have been held and enjoyed by them, had this Assignment not been made.

The Assignors hereby confirm that the Applications were made or were authorized to be made by themselves and that they believe themselves to be the original inventors or joint inventors of the claimed inventions in the Applications.

The Assignors shall without further consideration do all such things and execute all such documents as may be necessary or desirable to obtain and maintain the Applications for the inventions, and all related applications and patents thereon, in any and all countries, and to vest title thereto in the Assignee, its successors, assigns and legal representatives or nominees.

The Assignors authorize and empower Bereskin & Parr LLP/S.E.N.C.R.L., s.r.l., whose complete address is Scotia Plaza, 40 King Street West, 40th Floor, Toronto, Ontario M5H 3Y2, to insert on this Assignment any further identification, to prepare any translation which may be necessary or desirable in order to

comply with the rules for recordation of this document in any country and to correct any clerical error in this assignment.

The Commissioner of Patents & Trademarks is hereby authorized and requested to issue any Letters Patent for the Applications, and all related applications thereon, to the Assignee, for its sole use and benefit; and for the use and benefit of its successors and assigns, to the full end of the term for which Letters Patent may be granted, as fully and entirely as the same would have been held by the Assignors had this Assignment and sale not been made.


If a provision of this Assignment is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of this Assignment, or the validity or enforceability in other jurisdictions of that or any other provision of this Assignment.

The Assignors hereby acknowledge that any willful false statement made in this assignment/declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

For the purpose of all legal proceedings this Assignment will be deemed to have been performed in the Province of Ontario and will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

The Parties confirm their express wish that this Assignment be drawn up in the English language. *Les parties confirment leur volonté expresse que cette cession soit rédigée en langue anglaise.*


SIGNED AT Toronto, Ontario, this 9 day of September, 2015.

  
Witness

  
Donald W. Kirk

SIGNED AT Toronto, Ontario, this 9<sup>th</sup> day of September, 2015.

  
Witness

  
John W. Graydon


SIGNED AT Toronto, Ontario, this 9 day of September, 2015.

  
Witness

  
Andrew J. White

SIGNED AT Toronto, Ontario, this 9 day of September, 2015.

  
Witness

  
DJA Technologies Inc.  
Name: Andrew White  
Title: President