

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3599080

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	ENGINEERED DRILLING SOLUTIONS INC.	03/24/2015
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	PAUL MASSEL	
<b>Street Address:</b>	6 EVERGREEN PARADE S.W.	
<b>City:</b>	CALGARY	
<b>State/Country:</b>	CANADA	
<b>Postal Code:</b>	T2Y 2V1	
<b>PROPERTY NUMBERS Total: 2</b>		
	<b>Property Type</b>	<b>Number</b>
	<b>Patent Number:</b>	7541317
	<b>Patent Number:</b>	7795184
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(403)266-6016	
<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>	403-620-0349	
<b>Email:</b>	mcgonigle@burstall.com	
<b>Correspondent Name:</b>	KELLY L. MCGONIGLE-JEFFERS	
<b>Address Line 1:</b>	333 - 7 AVENUE S.W.	
<b>Address Line 2:</b>	SUITE 1600, DOME TOWER	
<b>Address Line 4:</b>	CALGARY, CANADA T2P 2Z1	
<b>NAME OF SUBMITTER:</b>	KELLY L. MCGONIGLE-JEFFERS	
<b>SIGNATURE:</b>	/Kelly McGonigle-Jeffers/	
<b>DATE SIGNED:</b>	11/03/2015	
<b>Total Attachments: 4</b>		
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## INTELLECTUAL PROPERTY TRANSFER AGREEMENT

THIS AGREEMENT made effective this 24<sup>th</sup> day of March, 2015,

BETWEEN:

ENGINEERED DRILLING SOLUTIONS INC., a corporation subject to the laws of the Province of Alberta, having its head office in the City of Calgary, in the Province of Alberta ("Transferor")

AND:

Paul Massel, a private businessman located in the City of Calgary, in the Province of Alberta ("Transferee")

WHEREAS the Transferor has created and developed the Work;

AND WHEREAS the Transferee desires to obtain all right, title and interest in and to all Intellectual Property (as hereinafter defined) from the Transferor and the Transferor desires to transfer all right, title and interest in and to all such Intellectual Property;

NOW THEREFORE, in consideration of the sum of \$500.00 CDN and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the Transferor and the Transferee hereby agree as follows:

### 1. DEFINITIONS

- (a) "Affiliate" has the meaning ascribed thereto in the *Business Corporations Act* (Alberta), as amended from time to time;
- (b) "Intellectual Property" means all patents, trade-marks, and copyrights, and any applications for and registrations of such patents, trade-marks and copyrights, and all related know-how, designs, data, drawings, procedures, computer software and documentation, algorithms, source code, updates, discoveries, inventions, improvements, modifications or enhancements relating to or comprising the Work; and
- (c) "Work" means the work more particularly described on Schedule "A".

### 2. TRANSFER OF INTELLECTUAL PROPERTY

- (a) The Transferor hereby irrevocably sells, assigns and transfers to the Transferee, and the Transferor hereby irrevocably accepts such sale, assignment, and transfer by the Transferor of, all of the Transferor's right, title and interest, worldwide, in and to the Intellectual Property, including all goodwill attached thereto and all rights of action, powers and benefits arising therefrom.

- (b) The Transferor hereby irrevocably waives and agrees to waive all moral rights, author's rights or other similar rights in and to the Intellectual Property in favour of the Transferee to the extent they cannot be assigned to the Transferee.

3. INDEMNITY

As of the date hereof, the Transferee shall be exclusively responsible for and shall indemnify and save harmless the Transferor, its Affiliates, and each of their respective agents, employees, directors, officers and shareholders, from any actions, claims, costs, (including legal costs on a solicitor-client basis), damages and expenses (whether direct or indirect) arising out of or in connection with, or related to, the Intellectual Property or the use thereof by the Transferee.

4. GENERAL

- (a) Any demand, notice or other communication to be given in connection with this Agreement shall be given in writing and shall be given by personal delivery or by electronic means of communication addressed to the recipient as follows:

to Transferor:           Engineered Drilling Solutions Ltd.  
                              902 - 11<sup>th</sup> Avenue SW  
                              Calgary, AB T2R 0E7  
                              Attention: Keith Smith  
                              Email: ktsmith5775@gmail.com

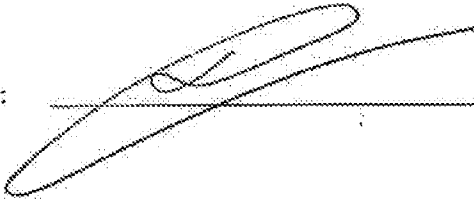
to Transferor:           PAUL MASSEL  
  
                              Attention: Paul Massel  
                              Email: paulmassel@gmail.com

- (b) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- (c) This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. The parties hereto irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Alberta.

- (d) This Agreement may be executed and delivered in counterparts with the same effect as if all parties had executed and delivered the same copy, and when each party has executed and delivered a counterpart, all counterparts together shall constitute one agreement. Facsimile signatures by a party shall be binding upon that party and shall have the same force and effect as an original signature by such party.


ENGINEERED DRILLING SOLUTIONS LTD.

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



PAUL MASSEL

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



**SCHEDULE "A"****Work****Downhole Drilling Fluid Composition and Methods of Preparation**

- US 7,541,317;
- US 7,795,184;