

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3948072

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MILLENNIUM STIMULATION SERVICES LTD.	06/10/2016
RECEIVING PARTY DATA	
Name:	HALLIBURTON ENERGY SERVICES, INC.
Street Address:	3000 NORTH SAM HOUSTON PKWY E.
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77032
PROPERTY NUMBERS Total: 11	
Property Type	Number
Application Number:	61433441
Patent Number:	8991499
Patent Number:	9181789
Application Number:	14862611
Application Number:	62086501
PCT Number:	CA2015051240
Patent Number:	9033035
Patent Number:	9187996
Application Number:	62235256
Application Number:	62235147
Application Number:	62235241
CORRESPONDENCE DATA	
Fax Number:	(416)216-3930
<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>	
Phone:	514-847-4243
Email:	dockettor@nortonrosefulbright.com
Correspondent Name:	NORTON ROSE FULBRIGHT CANADA LLP
Address Line 1:	1, PLACE VILLE MARIE
Address Line 2:	SUITE 2500
Address Line 4:	MONTREAL, CANADA H3B 1R1

PATENT

ATTORNEY DOCKET NUMBER:	01100239-0403/CNH
NAME OF SUBMITTER:	CHRISTOPHER N. HUNTER
SIGNATURE:	/Christopher N. Hunter/
DATE SIGNED:	07/05/2016

Total Attachments: 28

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WORLDWIDE PATENT ASSIGNMENT

This PATENT ASSIGNMENT ("Assignment") dated as of June 10, 2016 (the "Effective Date") by and between MILLENNIUM STIMULATION SERVICES LTD., by and through its court appointed receiver and manager, KPMG Inc., in its capacity as court appointed receiver and manager of the assets, properties and undertaking of Millennium Stimulation Services Inc., and not in its personal or corporate capacity ("Assignor"), and having its principal place of business at Bow Valley Square II, 205 5th Avenue SW, Suite 3100, Calgary, Alberta, Canada T2P 4B9 and HALLIBURTON ENERGY SERVICES, INC. and having its principal place of business at 3000 North Sam Houston Pkwy E., Houston, Texas, United States of America 77032 ("Assignee").

WITNESSETH:

WHEREAS Assignor and Assignee have entered into an Asset Purchase and Sale Agreement dated June 3, 2016 (hereinafter the "PSA"), pursuant to which Assignor has agreed to sell, and Assignee has agreed to purchase, certain Assets (as defined in the PSA) of Assignor, including, without limitation, the patents, patent applications and provisional patent applications identified and set forth on Schedule A attached hereto (such patents, patent applications and provisional patent applications collectively referred to as the "Assigned Patents"); and

WHEREAS, pursuant to the PSA, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of its worldwide right, title and interest in and to the Assigned Patents.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in this Assignment and in the PSA, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Pursuant to and subject to the terms and conditions of the PSA, Assignor hereby assigns to Assignee, and Assignee hereby accepts, all of the right, title, and interest throughout the world in and to the Assigned Patents, any inventions and improvements claimed or disclosed therein, and any and all letters patent, certificates of invention, design registrations and utility models which may be granted therefor in the United States, its territorial possessions, Canada, Europe, Australia, Mexico, China and Eurasia and all other foreign countries and regions, and in and to any and all reissues, reexaminations, divisions, continuations, continuations-in-part, substitutes, extensions thereof, and all other applications relating thereto which shall be filed by Assignee or its assignees in the United States, its territorial possessions, Canada, Europe, Australia, Mexico, China and Eurasia and all other foreign countries and regions, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with, (A) the right, if any, to register or apply in all countries and regions in Assignee's name for patents, utility models, design registrations and like rights of exclusion and for inventors' certificates for said inventions and improvements; (B) the right to prosecute, maintain and defend the Assigned Patents before any public or private agency, office or registrar including by filing reissues, reexaminations, divisions, continuations, continuations-in-part, substitutes, extensions and all other applications relating to the Assigned Patents; (C) the right, if any, to claim priority based on the filing dates of any of the Assigned Patents under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, the Paris Convention, and all other treaties of like purposes; and (D) the right to sue and recover damages or other compensation for past, present or future infringements thereof, the right to sue and obtain equitable relief, including injunctive relief, in respect of such infringements, and the right to fully and entirely stand in the place of Assignor in all matters related thereto.

2. Cooperation. At Assignee's cost, Assignor shall use reasonable efforts to take actions and execute and deliver documents that Assignee may reasonably request to effect the terms of this Assignment and to perfect Assignee's title in and to the Assigned Patents assigned to it hereunder.

3. Recordation. Assignee shall be solely responsible for all actions and all costs whatsoever, including but not limited to taxes, attorneys' fees and patent office fees in any jurisdiction, associated with the perfection of Assignee's right, title, and interest in and to the Assigned Patents and recordation and/or registration of this Assignment or any other document evidencing the assignment to Assignee of the Assigned Patents. Assignor hereby authorizes the Commissioner of Patents and Trademarks in the United State Patent and Trademark Office, the Commissioner of Patents in the Canadian Intellectual Property Office and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, including the World Intellectual Property Organization, the European Patent Office, IP Australia, the State Intellectual Property Office of the People's Republic of China, the Mexican Institute of Industrial Property and the Eurasian Patent Organization, to record Assignee as the assignee and owner of the Assigned Patents and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

4. Governing Law. This Assignment shall be governed by the governing law and venue provisions in the Province of Alberta, Canada.

5. Authority of Assignor. Assignor is the receiver and manager of the assets, properties and undertaking of Millennium Stimulation Services Inc., and has been duly appointed by the Court of Queen's Bench of the Province of Alberta to convey to the Assignee the rights granted herein. Attached as Schedule B hereto is a copy of the applicable Receivership Order granted by the Court of Queen's Bench of the Province of Alberta on March 24, 2016 and attached as Schedule C hereto is a copy of the applicable Sale and Vesting Order granted by the Court of Queen's Bench of the Province of Alberta on June 6, 2016

6. General Provisions. This Assignment is intended to effect the assignment of the Assigned Patents to Assignee as described in the PSA. To the extent of any conflict or inconsistency between the terms and conditions of this Assignment and the PSA, the PSA shall prevail and govern the rights and obligations of the parties hereto and the scope of assignment of the Assigned Patents. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment. This Assignment, along with its Schedule and the PSA and its Schedules, constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by their respective duly authorized representative as of the Effective Date.

MILLENNIUM STIMULATION SERVICES LTD., by and through its court appointed receiver and manager, KPMG Inc., in its capacity as court appointed receiver and manager of the assets, properties and undertaking of Millennium Stimulation Services Inc., and not in its personal or corporate capacity

By: _____

Neil Honess
Senior Vice-President

BEFORE ME this 10th day of June, 2016, personally appeared Neil Honess, who acknowledged to me that he signed the above Assignment of his own free will and for the purposes therein set forth.

Michel Bourque

Notary Public, in and for the Province of Alberta
MICHEL BOURQUE
Barrister and Solicitor

HALLIBURTON ENERGY SERVICES, INC.

By: _____

Richard T. Gonzalez
VP Production Enhancement

BEFORE ME this 10th day of June, 2016, personally appeared Richard T. Gonzalez, who acknowledged to me that he signed the above Assignment of his own free will and for the purposes therein set forth.

Notary Public, in and for Harris County in the State of Texas

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by their respective duly authorized representative as of the Effective Date.

MILLENNIUM STIMULATION SERVICES LTD., by and through its court appointed receiver and manager, KPMG Inc., in its capacity as court appointed receiver and manager of the assets, properties and undertaking of Millennium Stimulation Services Inc., and not in its personal or corporate capacity

By: _____
Neil Honess
Senior Vice-President

BEFORE ME this 10th day of June, 2016, personally appeared Neil Honess, who acknowledged to me that he signed the above Assignment of his own free will and for the purposes therein set forth.

APPROVED
Law Department
By: [Signature]
Date: 10-13-16

Notary Public, in and for the Province of Alberta

HALLIBURTON ENERGY SERVICES, INC.

By: [Signature]
Richard T. Gonzalez
VP Production Enhancement

BEFORE ME this 10th day of June, 2016, personally appeared Richard T. Gonzalez, who acknowledged to me that he signed the above Assignment of his own free will and for the purposes therein set forth.

[Signature]
Notary Public, in and for Harris County in the State of Texas



Schedule A

LIST OF ASSIGNED PATENTS

Country or Region	Official Patent Number or Patent Application Number	Title
United States	61/433,441	Fracturing system for an underground formation
PCT	PCT/CA2011/001113	Fracturing system and method for an underground formation
Australia	AU2011356581	Fracturing system and method for an underground formation
Europe	EP11856006.9	Fracturing system and method for an underground formation
Mexico	334371 (Patent); MX/a/2013/008326 (Application)	Fracturing system and method for an underground formation
Eurasia	EA201370158	Fracturing system and method for an underground formation
Canada	CA2824181	Fracturing system and method for an underground formation
United States	US8991499	Fracturing system and method for an underground formation
China	CN103429846B (Patent); CN201180069373A (Application)	Systems and methods for fracturing of the subterranean formation
PCT	PCT/CA2011/001114	Fracturing system and method for an underground formation using natural gas and an inert purging fluid
Australia	AU2011356582	Fracturing system and method for an underground formation using natural gas and an inert purging fluid

Europe	EP11856275.0	Fracturing system and method for an underground formation using natural gas and an inert purging fluid
China	CN201180069383	Fracturing system and method for an underground formation using natural gas and an inert purging fluid
Eurasia	EA201370160	Fracturing system and method for an underground formation using natural gas and an inert purging fluid
Eurasia	EA201592153	Fracturing system and method for an underground formation using natural gas and an inert purging fluid
Mexico	MX/a/2013/008324	Fracturing system and method for an underground formation using natural gas and an inert purging fluid
Canada	CA2824206	Fracturing system and method for an underground formation using natural gas and an inert purging fluid
United States	US9181789	Fracturing system and method for an underground formation using natural gas and an inert purging fluid
United States	US14/862,611	Fracturing System and Method for an Underground Formation Using Natural Gas and an Inert Purging Fluid
United States	US62/086,501	Liquefied Natural Gas Vaporizer for Downhole Oil or Gas Applications
PCT	PCT/CA2015/051240	Liquefied Natural Gas Vaporizer for Downhole Oil or Gas Applications
PCT	PCT/CA2011/001112	Method for fracturing a formation using a fracturing fluid mixture
Australia	AU2011356580	Method for fracturing a formation using a fracturing fluid mixture
Europe	EP11856360.0	Method for fracturing a formation using a fracturing fluid mixture

China	CN201180069366	Method for fracturing a formation using a fracturing fluid mixture
Eurasia	EA201370157	Method for fracturing a formation using a fracturing fluid mixture
Mexico	MX/a/2013/008325	Method for fracturing a formation using a fracturing fluid mixture
Canada	CA2824169	Method for fracturing a formation using a fracturing fluid mixture
United States	US9033035	Method for fracturing a formation using a fracturing fluid mixture
PCT	PCT/CA2012/000798	Reduced emissions method for recovering product from a hydraulic fracturing operation
Australia	AU2012388203	Reduced emissions method for recovering product from a hydraulic fracturing operation
China	CN201280075404	Reduced emissions method for recovering product from a hydraulic fracturing operation
Europe	EP12883197.1	Reduced emissions method for recovering product from a hydraulic fracturing operation
Eurasia	EA201590328	Reduced emissions method for recovering product from a hydraulic fracturing operation
Canada	CA2879551	Reduced emissions method for recovering product from a hydraulic fracturing operation
Mexico	MX/a/2015/002176	Reduced emissions method for recovering product from a hydraulic fracturing operation
United States	US9187996	Reduced emissions method for recovering product from a hydraulic fracturing operation

United States	US62/235,256	Use of Gas Phase Natural Gas as a Carrier Fluid During a Well Intervention Operation
United States	US62/235,147	Use of Natural Gas as a Soluble Service Servicing Gas During a Well Intervention Operation
United States	US62/235,241	Use of Natural Gas as a Vaporizing Gas in a Well Intervention Operation

Schedule B
RECEIVERSHIP ORDER
(see attached)

I hereby certify this to be a true copy of
the original ORDER

Dated this 24 day of March 2016

Clerk's stamp:

COURT FILE NUMBER

for Clerk of the Court

1601 - 04111

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

PLAINTIFF

ALBERTA TREASURY BRANCHES

DEFENDANT

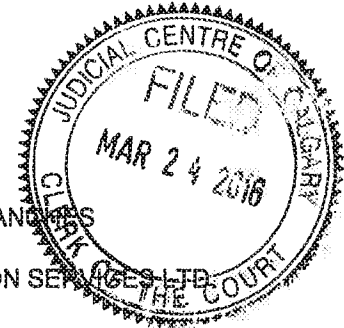
MILLENNIUM STIMULATION SERVICES LTD.

DOCUMENT

CONSENT ORDER

ADDRESS FOR SERVICE AND CONTACT
INFORMATION OF PARTY FILING THIS
DOCUMENT

Derek M. Pontin / R. Virgil Lowe
Dentons Canada LLP
Bankers Court
15th Floor, 850 - 2nd Street S.W.
Calgary, Alberta T2P 0R8
Ph. (403) 268-6301 / 6840 - Fx. (403) 268-3100
File No.: 405525-1671



DATE ON WHICH ORDER WAS PRONOUNCED:

NAMES OF JUDGE WHO MADE THIS ORDER:

CONSENT RECEIVERSHIP ORDER

UPON THE APPLICATION of Alberta Treasury Branches ("ATB") in respect of Millennium Stimulation Services Ltd. (the "Debtor") for an order appointing KPMG Inc. as receiver and manager over the assets, undertakings and properties of the Debtor; AND UPON reading the affidavit of Tyler Malden, dated March 24, 2016 filed; AND UPON reading the consent of KPMG Inc. to act as receiver and manager of the Debtor; AND UPON noting the consent of the Debtor to the Receivership Order herein; AND UPON hearing from counsel for ATB;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of the notice of application for this order is hereby abridged and service thereof is deemed good and sufficient.

APPOINTMENT

2. Pursuant to section 13(2) of the *Judicature Act*, R.S.A. 2000, c. J-2 and section 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, (the "BIA") KPMG Inc. is hereby appointed receiver and manager (the "Receiver"), without security, of all of the Debtor's current and future assets, undertakings, and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (collectively referred to as the "Property").

RECEIVER'S POWERS

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part other business, or cease to perform any contracts of the Debtor;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;

- (g) to settle, extend or compromise any indebtedness owing to or by the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;
- (k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
 - (i) without the approval of this Court in respect of any transaction not exceeding \$ 100,000, provided that the aggregate consideration for all such transactions does not exceed \$ 500,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, R.S.A. 2000, c. P-7 shall not be required;

- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership,

and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. (i) The Debtor; (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf; and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.

5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver

unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.

6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

7. No proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

8. No Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement, if such proceeding is not commenced before the expiration of the stay provided by this paragraph 8; and (ii) affect a Regulatory Body's investigation in respect of the debtor or an action, suit or proceeding that is taken in respect of the debtor by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. "Regulatory Body" means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a province.

NO EXERCISE OF RIGHTS OF REMEDIES

9. All rights and remedies (including, without limitation, set-off rights) against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" (as defined in the BIA), and further provided that nothing in this paragraph shall: (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on; (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment; (iii) prevent the filing of any registration to preserve or perfect a security interest; or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

10. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an "eligible financial contract" from closing out and terminating such contract in accordance with its terms.

CONTINUATION OF SERVICES

11. All Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and this Court directs that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

12. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation, the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and

the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

13. Subject to employees' rights to terminate their employment, all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, S.C. 2005, c.47 ("WEPPA").

14. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:

- (i) before the Receiver's appointment; or
- (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.

(b) Nothing in subparagraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.

(c) Notwithstanding anything in any federal or provincial law, but subject to subparagraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order:

(i) If, within such time as is specified in the order, within ten days after the order is made if no time is so specified, within ten days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:

A. complies with the order, or

B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;

(ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within ten days after the order is made or within ten days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by:

A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or

B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or

(iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

Nothing in this Order shall derogate from the protection afforded to the Receiver by section 14.06 of the BIA or any other applicable legislation.

LIMITATION ON THE RECEIVER'S LIABILITY

16. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on

liability or other protection afforded to the Receiver under any applicable law, including, without limitation, Section 14.06, 81.4(5) or 81.6(3) of the BIA.

RECEIVER'S ACCOUNTS

17. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, incurred both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge, shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subject to section 14.06(7), 81.4(4) and 81.6(2) of the BIA.

18. The Receiver and its legal counsel shall pass their accounts from time to time.

19. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

20. The Receiver is at liberty and is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$ 250,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) of the BIA.

21. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

22. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

23. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

ALLOCATION

24. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property.

GENERAL

25. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

26. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence.

27. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

28. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

29. The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

30. The Plaintiff shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

31. Any Interested party may apply to this Court to vary or amend this Order on not less than seven days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

"Jones"

J.C.Q.B.A.

CONSENTED TO THIS 24th DAY OF
MARCH, 2016 BY BLAKE, CASSELS
& GRAYDON LLP

Per: 

Ryan Zahara

Solicitors for Millennium
Simulation Service Ltd.

RECEIVER'S CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that KPMG Inc., the receiver and manager (the "Receiver") of all of the assets, undertakings and properties of Millennium Stimulation Services Ltd., appointed by Order of the Court of Queen's Bench of Alberta (the "Court") dated the _____ day of March, 2016 (the "Order") made in action _____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded _____ not in advance on the _____ day of each _____ after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Alberta Treasury Branches from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at _____.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property (as defined in the Order) as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

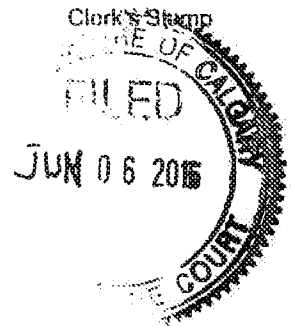
DATED the ____ day of _____

**KPMG Inc., solely in its capacity as Receiver
of the Property (as defined in the Order), and
not in its personal capacity**

Per: _____
Name:

Schedule C
SALE AND VESTING ORDER
(see attached)

COURT FILE NUMBER 1601-04111
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
APPLICANT: ALBERTA TREASURY BRANCHES
RESPONDENT: MILLENNIUM STIMULATION SERVICES LTD.
DOCUMENT SALE APPROVAL AND VESTING ORDER (Halliburton Energy Services, Inc.)

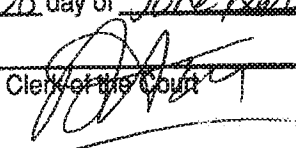


ADDRESS FOR SERVICE
AND CONTACT
INFORMATION OF PARTY
FILING THIS DOCUMENT

Sean F. Collins/Walker W. MacLeod
McCarthy Tétrault LLP
4000, 421 – 7th Ave. S.W.
Calgary, AB T2P 4K9
Telephone: 403-260-3531
403-260-3710
Facsimile: (403) 260-3501
Email: scollins@mccarthy.ca
wmacleod@mccarthy.ca

I hereby certify this to be a true copy of
the original Order

Dated this 06 day of June 2016


for Clerk of the Court

DATE ON WHICH ORDER WAS PRONOUNCED: June 6, 2016
NAME OF JUDGE WHO MADE THIS ORDER: Honourable Justice G.A. Campbell
LOCATION OF HEARING: Calgary, Alberta

UPON the application of KPMG Inc., in its capacity as court appointed receiver and manager ("Receiver") of the assets, properties and undertakings (the "Property") of Millennium Stimulation Services Ltd. (the "Debtor") pursuant to an order issued in the within proceedings on March 24, 2016 (the "Receivership Order"); AND UPON having read the Application and the First Report of the Receiver, dated May 30, 2016 (the "First Receiver's Report"); AND UPON having read the first supplemental confidential report, dated May 30, 2016 (collectively, the "Confidential Supplement"); AND UPON having read the Affidavit of Service of Marcia Smith, sworn June 1, 2016 (the "Service Affidavit"); AND UPON hearing counsel for the Receiver and any other counsel present; IT IS HEREBY ORDERED AND DECLARED THAT:

DEFINED TERMS

1. All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the form of agreement of purchase and sale between the Debtor, as Vendor, and Halliburton Energy Services, Inc., or its nominee, as Purchaser (the "APA").

APPROVAL OF THE APA AND THE TRANSACTIONS

2. The Receiver, for and on behalf of the Vendor, is authorized and directed, *nunc pro tunc*, to execute and deliver the APA to the Purchaser, conclude the transactions contemplated by the APA (the "Transactions") and to take all such steps and execute all such deeds, documents and instruments as may reasonably be necessary to consummate the Transactions contemplated herein substantially in accordance with its terms. Following execution and delivery of the APA the Parties may agree to any amendments to the APA which do not materially and adversely alter the Transactions or the APA.

3. The Transactions are hereby approved and ratified and it is hereby declared that the Transactions are commercially reasonable.

VESTING OF PROPERTY

4. Upon the closing of the Transactions in accordance with the terms, conditions and covenants contained in the APA and the payment of the Purchase Price due and owing by the Purchaser to the Vendor pursuant to the APA:

- (a) the Assets (including, without limitation, the assets listed in Schedule "A" hereto) shall be vested in the name of the Purchaser or its permitted nominee, free of all estate, right, title, interest, royalty, rental, and equity of redemption of the Debtor and all Persons who claim by, through or under the Debtor and subject only to the permitted encumbrances identified in the APA, if any (the "Permitted Encumbrances");
- (b) the Debtor and all Persons who claim by, through or under the Debtor in respect of the Assets, save and except the Permitted Encumbrances, shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty,

rental and equity of redemption of the Assets and, to the extent that any such Person remains in possession or control of any of the Assets, they shall forthwith deliver possession of same to the Purchaser or its permitted nominee;

- (c) the Purchaser or its nominee shall be entitled to enter into, hold and enjoy the Assets for its own use and benefit without any interference of or by the Debtor, or any Person claiming by, through or under the Debtor.

5. Upon closing of the Transactions, subject only the Permitted Encumbrances, all of the Debtor's right, title and interest in the Assets shall vest in the Purchaser free and clear from all security interests, claim, estate, security, right, title, interest and liens, including but not limited to, claims, hypothecs, mortgages, charges, liens (whether contractual, statutory or otherwise), security interests, assignments, actions, levies, taxes, judgments, writs of execution, trusts or deemed trusts (whether contractual, statutory or otherwise), options, agreements, disputes, debts, encumbrances or other rights, limitations or restrictions of any nature whatsoever, against the Debtor including without limitation any rights or interests of any of the stakeholders or creditors of the Debtor, whether or not they have attached or been perfected, registered or filed, whether secured or unsecured or otherwise, whether liquidated, unliquidated or contingent (all of the foregoing being collectively referred to hereinafter as the "Claims"), whether such claims against the Debtor came into existence prior to, subsequent to or as a result of any previous Order of this Court, by or of all Persons or entities of a kind whatsoever, including, without limitation, all individuals, firms, corporations, partnerships, joint ventures, trusts, unincorporated organizations, governmental and administrative bodies, agencies, authorities or tribunals and all other neutral persons or corporations, whether acting in their capacity as principals or agents, trustees, executives, administrators or other legal representatives (collectively, the "Claimants"), including for greater certainty and without limiting the generality of the foregoing: (i) any Claims held by or in favour of the Persons served (either directly or through their solicitors) with the Application; and (ii) the beneficiary of any Claims created or provided for pursuant to any previous Order in these proceedings including, without limitation, the Receivership Order.

6. The Receiver is authorized to deliver to the Purchaser at the closing of the transactions contemplated by the APA one or more general conveyances and/or specific conveyances

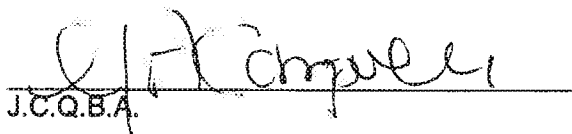
signed by the Receiver and, upon the filing of this Order, together with any applicable registration fees, all appropriate government authorities are hereby directed to register all transfers or conveyances, as may be required to convey clear title to the Assets to the Purchaser, except for Permitted Encumbrances.

7. The Purchaser shall, by virtue of the completion of the Transactions, have no liability of any kind whatsoever to any Claimants and any Person who is in possession or control of the Assets is expressly directed to forthwith deliver the Assets to the Purchaser.

8. The net proceeds from the sale of the Assets shall stand in the place and stead of the Assets, and all Claims shall attach to the net proceeds from the sale of the Assets with the same priority as they had with respect to the assets immediately prior to the sale, as if the Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. The Receiver be and is authorized to make distributions from the net proceeds from the sale of the Assets pursuant to and in accordance with the Service, Sealing and Distribution Order issued in the within proceedings on the date hereof.

9. The Transactions shall not be void or voidable at the instance of the Claimants and shall not constitute nor shall be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance or other challengeable or reviewable transaction under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended or any other applicable federal or provincial legislation, and the Transactions or any actions taken therewith, shall not constitute conduct meriting an oppression remedy.

10. Service of this Order on the persons in attendance of the Application by email, facsimile, registered mail, courier or personal delivery shall constitute good and sufficient service of this Order, and no Persons other than those in attendance at the Application are entitled to be served with a copy of this Order.


J.C.Q.B.A.

**SCHEDULE "A" TO THE ORDER ISSUED JUNE 6, 2016
(HALLIBURTON ENERGY SERVICES, INC.)**

The Assets comprise the right, title, estate and interest of the Vendor in the intellectual property portfolio of the Vendor, including without limitation:

Patents and Patent Applications

All the patents and patent applications identified in the attached document entitled "Millennium Intellectual Property Description" which has been provided by the Vendor (Section 1.2.1) in the data room, and any and all additional patents, reissues, or extensions thereof to be obtained in Canada, the United States, and elsewhere upon the inventions disclosed therein, and any divisional, continuation, continuation-in-part, substitute applications, applications for reissuance, or supplementary disclosures that may be filed in Canada, the United States, and throughout the world upon the inventions; and

Proprietary Confidential Information

All records, data, analyses, procedures, manufacturing documents, drawings, manuals, and other proprietary confidential information used exclusively in connection with the technology and/or operations to which the above noted patents and patent applications pertain, including without limitation those listed in the data room Sections 1.2.8 and 1.2.9, to the extent that the Vendor has access to such items and can transfer them to the Purchaser; and

Intellectual Property Rights

All intellectual property rights and all records associated with the above noted intellectual property, to the extent that the Vendor has access to such items and can transfer them to the Purchaser.