

## PATENT ASSIGNMENT COVER SHEET

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| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                 |                       |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT                                     |                       |
| <b>SEQUENCE:</b>  | 3  |                       |
| <b>CONVEYING PARTY DATA</b>   |  |                       |
|   | <b>Name</b>                                    | <b>Execution Date</b> |
|   | TANGENT DESIGN ENGINEERING LTD.                | 09/12/2016            |
| <b>RECEIVING PARTY DATA</b>   |  |                       |
| <b>Name:</b>  | TKS INDUSTRIES LTD.                            |                       |
| <b>Street Address:</b>  | 3704 52 AVENUE                                 |                       |
| <b>City:</b>  | LACOMBE  |                       |
| <b>State/Country:</b>   | CANADA   |                       |
| <b>Postal Code:</b>   | T4L 0B8  |                       |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |
|   | <b>Property Type</b>                           | <b>Number</b>         |
|   | Application Number:                            | 15265519              |
| <b>CORRESPONDENCE DATA</b>  |  |                       |
| <b>Fax Number:</b>  | (403)263-9193                                  |                       |
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| <b>ATTORNEY DOCKET NUMBER:</b>  | A8138310US                                     |                       |
| <b>NAME OF SUBMITTER:</b>   | TIMOTHY C. BAILEY                              |                       |
| <b>SIGNATURE:</b>   | /Timothy C. Bailey/                            |                       |
| <b>DATE SIGNED:</b>   | 09/14/2016                                     |                       |
| <b>Total Attachments: 3</b>   |  |                       |
| source=A8138310US-Assignment (3) from Tangent Design Engineering to TKS Industries Ltd., as filed#page1.tif   |  |                       |
| source=A8138310US-Assignment (3) from Tangent Design Engineering to TKS Industries Ltd., as filed#page2.tif   |  |                       |
| source=A8138310US-Assignment (3) from Tangent Design Engineering to TKS Industries Ltd., as filed#page3.tif   |  |                       |

## **ASSIGNMENT OF UTILITY PATENT RIGHTS**

### **WHEREAS:**

**TANGENT DESIGN ENGINEERING LTD.**, a company incorporated pursuant to the laws of Alberta, Canada, having a head office or place of business at 109, 2719 7th Avenue NE, Calgary, Alberta, T2A 2L9, Canada,

(hereinafter "THE ASSIGNOR"),

the current owner of the subject matter of certain patents and patent applications and all patent rights which may issue therefor, namely the invention entitled:

### ***VACUUM-EXCAVATION APPARATUS***

for which a patent application bearing the above title is being prepared to be filed in the Canadian Intellectual Property Office and the United States Patent and Trademark Office (hereinafter "the Invention"); and

### **WHEREAS:**

**TKS INDUSTRIES LTD.**, a company incorporated pursuant to the laws of Alberta, Canada, having a head office or principal place of business at 3704 52 Avenue, Lacombe, Alberta, T4L 0B8, Canada (hereinafter "the ASSIGNEE"),

is desirous of acquiring and having assigned to it the full right, title and interest in and to the Invention, any improvements thereto and in and to any Letters Patent that have been or may be granted therefor in all COUNTRIES; and

WHEREAS THE ASSIGNOR has agreed and hereby agrees to make such assignment of the Invention, any improvements thereto and any and all patents and patent rights which may issue thereto;

NOW, THEREFORE, in consideration of the foregoing premises and of the sum of one dollar Canadian (\$1.00 CAN) and for other good and valuable

consideration paid by ASSIGNEE to the ASSIGNOR, the receipt and sufficiency of which is hereby acknowledged by the ASSIGNOR, the ASSIGNOR hereby sells, assigns and transfers absolutely to the ASSIGNEE all of its full and exclusive right, title and interest in and to:

- a) the Invention and any improvements thereto, worldwide;
- b) any and all patent applications for the Invention, and any improvements thereto, in all countries and jurisdictions and under all conventions and treaties, including the right to claim for any and all applications any priority rights to which such applications are entitled under conventions, treaties or otherwise, and all divisions, extensions, continuations, continuations-in-parts, provisionals, non-provisionals, substitutions and renewals thereof;
- c) all Letters Patent which may be granted therefor in any and all countries and jurisdictions, and any renewals, reissues, re-examinations or extensions of the Letters Patent; and
- d) the exclusive right to bring or participate in any proceeding for past infringement or any other actionable right under all of the foregoing and to receive all remedies that arise therefrom, to the end of the term for which said Letters Patent may be granted;

in and for ALL COUNTRIES.

The undersigned ASSIGNOR further hereby authorizes and requests the patent offices in all countries and jurisdictions record the transfer of ownership of the Invention to the ASSIGNEE, and to issue any and all of the Letters Patent, when granted, to the ASSIGNEE, in such OTHER COUNTRIES.

This Assignment supersedes any other previous Agreement to the contrary between the parties.

SIGNED, SEALED AND DELIVERED at Calgary, Alberta, this 12 day of  
September, 2016.

**TANGENT DESIGN ENGINEERING LTD.**  
(Assignor)

By: Joshua Abbott

Name: Joshua Abbott  
(Please Print)

Title: Partner  
(Please Print)

"I have authority to sign on behalf of the company"

**Witness**

By: Joshua Rosvold

Name: Joshua Rosvold

This Assignment accepted by:

**TKS INDUSTRIES LTD.**  
(Assignee)

By: Tim Holt

Name: Tim Holt  
(Please Print)

Title: Manager  
(Please Print)

"I have authority to sign on behalf of the company"