

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4160024

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
TECH-STAR FLUID SYSTEMS INC.	11/19/2013
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CANADIAN ENERGY SERVICES L.P.
<b>Street Address:</b>	1400, 700 - 4TH AVENUE SW
<b>City:</b>	CALGARY
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	T2P 2X6
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15353331
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(403)265-7219
<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>	403-298-3661
<b>Email:</b>	rajani@bennettjones.com
<b>Correspondent Name:</b>	ROSEANN B. CALDWELL, BENNETT JONES LLP
<b>Address Line 1:</b>	4500 BANKERS HALL EAST
<b>Address Line 2:</b>	855-2ND STREET SW
<b>Address Line 4:</b>	CALGARY, CANADA T2P 4K7
<b>ATTORNEY DOCKET NUMBER:</b>	71904-28
<b>NAME OF SUBMITTER:</b>	ROSEANN B. CALDWELL
<b>SIGNATURE:</b>	/Roseann B. Caldwell/
<b>DATE SIGNED:</b>	11/29/2016
<b>Total Attachments: 7</b>	
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## PATENT ASSIGNMENT AGREEMENT

WHEREAS Tech-Star Fluid Systems Inc. of 625, 404 – 6th Avenue S.W., Calgary, Alberta, T2P 0R9 (the "Assignor") is the owner of certain inventions (the "Inventions") as disclosed in the patent registrations and applications listed in the attached Exhibit "A" (collectively the "Patents");

AND, WHEREAS Canadian Energy Services L.P. of 1400, 700 – 4<sup>th</sup> Avenue S.W., Calgary, Alberta, T2P 2X6 (the "Assignee"), wishes to acquire and confirm that it has acquired all right, title and interest in Canada and in the world, in and to the said Inventions, including without limitation all right, title and interest in Canada and in the world, in, to and under said Patents from said Assignor;

NOW THEREFORE, in consideration of the terms of an Asset Purchase Agreement dated November 19, and other good and valuable consideration paid to Assignor by Assignee, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor hereby confirms that it has sold, assigned and transferred, and by these presents does hereby sell, assign and transfer to Assignee the entire right, title and interest in Canada and in the world in, to and under said Inventions, including without limitation:

- (a) all right, title and interest in Canada and in the world, in, to and under said Patents and any registration issuing thereunder and any other patents for such Inventions;
- (b) the right to file additional patent applications in any country for said Inventions, and to do so in its own name (hereinafter "Additional Applications");
- (c) all right, title and interest in Canada and in the world in any and all existing or future substitute, divisional, continuation or continuation-in-part patent applications deriving directly or indirectly either in whole or in part from such Patents or such Inventions and any of such Additional Applications (hereinafter "Derivative Applications");
- (d) all right, title and interest in Canada and in the world, in, to and under all patents granted directly or indirectly on or as a result of the Patents, any of such Additional Applications and any of such Derivative Applications, and any reissues, renewals or extensions thereof;
- (e) the right to claim benefits available in any country under the *International Convention For The Protection of Industrial Property*, and any like treaties or laws;
- (f) the right to claim and to the benefit of any priority dates established by the Inventions or the Patents;
- (g) all income, damages, profits and payment now or hereafter due or payable with respect to the Inventions or Patents; and
- (h) all causes of action and the right to sue, counterclaim and recover, for present and future infringement or unauthorized use of the rights and interest assigned under this Assignment,

the same to be owned, held and enjoyed by Assignee, its successors, assigns and legal representatives, as fully and exclusively as it would have been held and enjoyed by Assignor had this sale, assignment and transfer not been made.

**ASSIGNOR** hereby agrees that this assignment shall be binding upon its successors, assigns and legal representatives;

**AND ASSIGNOR** hereby covenants and agrees to do all such things and to execute or obtain execution without further consideration, but at Assignee's expense, such further lawful documents, assurances, applications and other instruments as may be reasonably required for Assignee to make and prosecute any and all patent applications in Canada and in the world on said Inventions, to enforce any patents arising from or out of the Inventions, the Patents and any and all patents in Canada and in the world on said Inventions, and to confirm in the Assignee or its successors and assigns, legal title in Canada and in the world to said Inventions, the Patents, all Derivative Applications and Additional Applications and all Canadian patents and Canadian patent applications and any corresponding patents and applications anywhere in the world, on said Inventions.

**IN WITNESS WHEREOF, ASSIGNOR** has caused this Assignment to be executed at the locations and on the dates set out below and with effect as of Nov. 19, 2013.

**TECH-STAR FLUID SYSTEMS INC.**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Carol Smith*  
CEO

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Canadian Energy Services L.P. by its general partner, Canadian Energy Services Inc. hereby accepts the foregoing assignment.

By: \_\_\_\_\_  
(signature) (date)

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

Its: \_\_\_\_\_

ASSIGNOR hereby agrees that this assignment shall be binding upon its successors, assigns and legal representatives;

AND ASSIGNOR hereby covenants and agrees to do all such things and to execute or obtain execution without further consideration, but at Assignee's expense, such further lawful documents, assurances, applications and other instruments as may be reasonably required for Assignee to make and prosecute any and all patent applications in Canada and in the world on said Inventions, to enforce any patents arising from or out of the Inventions, the Patents and any and all patents in Canada and in the world on said Inventions, and to confirm in the Assignee or its successors and assigns, legal title in Canada and in the world to said Inventions, the Patents, all Derivative Applications and Additional Applications and all Canadian patents and Canadian patent applications and any corresponding patents and applications anywhere in the world, on said Inventions.

IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment to be executed at the locations and on the dates set out below and with effect as of November 19 2013.

TECH-STAR FLUID SYSTEMS INC.

Per:

Name: CARL SMITH

Title: CEO

Per:

Name:

Title:

Canadian Energy Services L.P. by its general partner, Canadian Energy Services Inc. hereby accepts the foregoing assignment.

By: [Signature] , Nov 19, 2013 Print Name: Craig Nieboer  
(Signature) (date)

Its: Chief Financial Officer

# EXHIBIT A PATENTS

Assignor File	Country	Serial No.	Filing Date	Title	Published	Patent No.	Issued Date	Description
53989-6	CA	2,594,108	19-Jul-2007	DRILLING FLUID AND METHODS		n/a	n/a	SAGD
53989-25	CA	2,745,017	28-Jun-2011	DRILLING FLUID AND METHODS		n/a	n/a	HO Laterals
53989-23	China	201110185893.8	01-Jul-2011	DRILLING FLUID AND METHODS		n/a	n/a	HO Laterals
53989-9	US	12/025,164	04-Feb-2008	DRILLING FLUID AND METHODS		7,989,399	02-Aug-2011	SAGD Method
53989-24	US	13/171,273	28-Jun-2011	DRILLING FLUID AND METHODS		n/a	n/a	HO Laterals
53989-27	US	13/193,170	28-Jul-2011	DRILLING FLUID AND METHODS		8,338,340	25-Dec-2012	SAGD
53989-13	CA	2,679,922	03-Mar-2008	DRILLING FLUID AND METHOD FOR DRILLING IN COAL-CONTAINING FORMATIONS		n/a	n/a	Coal Resistance
53989-14	China	200860011907.0	03-Mar-2008	DRILLING FLUID AND METHOD FOR DRILLING IN COAL-CONTAINING FORMATIONS		n/a	n/a	Coal Resistance
53989-15	Mexico	09/09323	03-Mar-2008	DRILLING FLUID AND METHOD FOR DRILLING IN COAL-CONTAINING FORMATIONS		n/a	n/a	Coal Resistance
53989-12	US	12/529,583	03-Mar-2008	DRILLING FLUID AND METHOD FOR DRILLING IN COAL-CONTAINING FORMATIONS		8,387,723	05-Mar-2013	Coal Resistance
53989-36	US	13/776,314	26-Feb-2013	DRILLING FLUID AND METHOD FOR DRILLING IN COAL-CONTAINING FORMATIONS	Not Yet Published	n/a	n/a	easeTECH formulation
53989-16	Europe	08714744.3	03-Mar-2008	DRILLING FLUID AND METHOD FOR DRILLING IN COAL-CONTAINING FORMATIONS		2,132,279	15-Aug-2012	Coal Resistance
53989-15 DE	Germany	EP 08714744.3	03-Mar-2008	DRILLING FLUID AND METHOD FOR DRILLING IN COAL-CONTAINING FORMATIONS		EP 2,132,279	15-Aug-2012	Coal Resistance
53989-15 GB	United Kingdom	EP 08714744.3	03-Mar-2008	DRILLING FLUID AND METHOD FOR DRILLING IN COAL-CONTAINING FORMATIONS		EP 2,132,279	15-Aug-2012	Coal Resistance

Date: 15061066.3  
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Assignor File	Country	Serial No.	Filing Date	Title	Published	Patent No.	Issued Date	Description
53989-16 NL	Netherlands	EP 08714744.3	03-Mar-2008	DRILLING FLUID AND METHOD FOR DRILLING IN COAL-CONTAINING FORMATIONS		EP 2,132,279	15-Aug-2012	Coal Resistance
53989-16 NO	Norway	EP 08714744.3	03-Mar-2008	DRILLING FLUID AND METHOD FOR DRILLING IN COAL-CONTAINING FORMATIONS		EP 2,132,279	15-Aug-2012	Coal Resistance
53989-16 PL	Poland	EP 08714744.3	03-Mar-2008	DRILLING FLUID AND METHOD FOR DRILLING IN COAL-CONTAINING FORMATIONS		EP 2,132,279	15-Aug-2012	Coal Resistance
53989-16 RO	Romania	EP 08714744.3	03-Mar-2008	DRILLING FLUID AND METHOD FOR DRILLING IN COAL-CONTAINING FORMATIONS		EP 2,132,279	15-Aug-2012	Coal Resistance
53989-16 TR	Turkey	EP 08714744.3	03-Mar-2008	DRILLING FLUID AND METHOD FOR DRILLING IN COAL-CONTAINING FORMATIONS		EP 2,132,279	15-Aug-2012	Coal Resistance
53989-28	PCT	PCT/CA2011/000973	26-Aug-2011	DRILLING FLUID AND METHOD FOR DRILLING IN COAL-CONTAINING FORMATIONS		TERM ENDED	n/a	Fresh Water
53989-37	CA	2,808,762	26-Aug-2011	DRILLING FLUID AND METHOD FOR DRILLING IN COAL-CONTAINING FORMATIONS		n/a	n/a	Fresh Water
53989-39	US	13/917,635	26-Aug-2011	DRILLING FLUID AND METHOD FOR DRILLING IN COAL-CONTAINING FORMATIONS		n/a	n/a	Fresh Water
53989-39	Europe	11819240.0	26-Aug-2011	DRILLING FLUID AND METHOD FOR DRILLING IN COAL-CONTAINING FORMATIONS		n/a	n/a	Fresh Water
53989-40	Mexico	13/02105	26-Aug-2011	DRILLING FLUID AND METHOD FOR DRILLING IN COAL-CONTAINING FORMATIONS		n/a	n/a	Fresh Water
53989-41	China	201180047548.6	26-Aug-2011	DRILLING FLUID AND METHOD FOR DRILLING IN COAL-CONTAINING FORMATIONS		n/a	n/a	Fresh Water

Assignor File	Country	Serial No.	Filing Date	Title	Published	Patent No.	Issued Date	Description
53989-42	Australia	2011293056	26-Aug-2011	DRILLING FLUID AND METHOD FOR DRILLING IN COAL-CONTAINING FORMATIONS		n/a	n/a	Fresh Water
53989-30	US	61/750,291	08-Jan-2013	DRILLING FLUID AND METHOD FOR DRILLING A WELLBORE		n/a	n/a	MBT Resistance
53989-33	Mexico	13/00415	11-Jan-2013	DRILLING FLUID AND METHOD FOR DRILLING A WELLBORE	Not Yet Published	n/a	n/a	MBT Resistance
53989-34	CA	2,802,048	11-Jan-2013	DRILLING FLUID AND METHOD FOR DRILLING A WELLBORE	Not Yet Published	n/a	n/a	MBT Resistance
53989-35	US	13/739,980	11-Jan-2013	DRILLING FLUID AND METHOD FOR DRILLING A WELLBORE		n/a	n/a	MBT Resistance




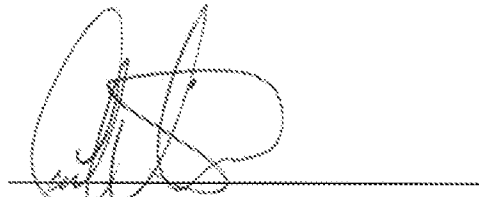
**AFFIDAVIT OF EXECUTION (CORPORATION)**

I, Carl Smith, whose full post office address is 54 Springbank Crescent SW Calgary, MAKE OATH AND SAY:

That I am CEO, an authorized signatory of techSTAR Fluid Systems one of the parties named in the Memorandum of Assignment dated with effect as of Nov 14, 2013 relating to the assignment of inventions to Canadian Energy Services L.P. and the signature thereon is my own and was applied by my free act and deed on behalf of and with the knowledge, approval and authority of techSTAR.

SWORN before me at CALGARY this 19th day of NOVEMBER, 2013.

  
A Notary Public and Commissioner for taking oaths in and for the Province of Alberta

  
Signature

**JOHN R. SANCHE**  
Barrister and Solicitor