

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4352632

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
DANIEL JAMES BURROWS	07/14/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	XSTREAM TRUCKING INC.
<b>Street Address:</b>	220 PINE STREET
<b>City:</b>	REDWOOD CITY
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94058
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	8167358
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(206)682-6031
<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>	(206) 622-4900
<b>Email:</b>	sandyc@seedip.com
<b>Correspondent Name:</b>	FRANK ABRAMONTE
<b>Address Line 1:</b>	701 FIFTH AVENUE
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<b>Address Line 4:</b>	SEATTLE, WASHINGTON 98104
<b>ATTORNEY DOCKET NUMBER:</b>	170170.401
<b>NAME OF SUBMITTER:</b>	FRANK ABRAMONTE
<b>SIGNATURE:</b>	/Frank Abramonte/
<b>DATE SIGNED:</b>	04/04/2017
<b>Total Attachments: 3</b>	
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## TECHNOLOGY ASSIGNMENT AGREEMENT

This TECHNOLOGY ASSIGNMENT AGREEMENT ("**Agreement**"), dated as of July 13, 2015 ("**Effective Date**") is by and between XStream Trucking Inc., a Delaware corporation ("**Assignor**"), and Daniel James Burrows, an individual ("**Assignee**").

### WITNESSETH

WHEREAS, prior to the Effective Date, Assignor has created certain inventions which relate to a device that closes the gap between cab and trailer, streamlining the airflow over the gap (the "**Business**"), as further described in Exhibit A (the "**Invention**"); and

WHEREAS, Assignor has agreed to assign the Assigned Assets (defined below) in exchange for Seven Million Nine Hundred Eighteen Thousand Six Hundred Eighty (7,918,680) shares of Assignee's Common Stock (the "**Shares**") pursuant to that certain Common Stock Purchase Agreement dated of even date herewith between Assignor and Assignee (the "**Stock Purchase Agreement**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

### AGREEMENT

1. **Definitions.** The following capitalized terms shall have the meaning set forth below:

1.1 "**Asset Documents**" means (i) all documents, records and files in the possession or control of Assignor, its counsel or its agents and including any and all of each inventor of the Assigned Assets with respect to the Intellectual Property Rights of the Invention, and (ii) any other material documentation, agreements or information in the possession or control of Assignor, its counsel or its agents related to the Assigned Assets.

1.2 "**Assigned Assets**" means the Business Plan and all Intellectual Property Rights in and to the Invention, and all Technology, as is further outlined in Exhibit A.

1.3 "**Business Plan**" means the business plan relating to the Business, written or unwritten, in its state of existence as of the date of this Agreement, as amended from time to time.

1.4 "**Intellectual Property Rights**" means all (i) United States and foreign patents, trademarks, copyrights and mask works, registrations and applications (including patent application 8167358 filed with the USPTO on ~~Sept 21, 2007~~ Sept 21, 2009) therefor, and rights granted upon any reissue, division, continuation or continuation-in-part thereof, (ii) trade secret rights arising out of the laws of any and all jurisdictions, (iii) ideas, inventions, concepts, technology, software, methods, processes, drawings, illustrations, writings know-how, show-how, trade names, domain names, Assignee web addresses and web sites, and all rights therein and thereto, (iv) any other intellectual property rights, whether or not registrable, (v) any similar, corresponding or equivalent rights to any of the foregoing anywhere in the world, and (vi) licenses in or to any of the foregoing.

1.5 "**Technology**" means all information, know-how, data and materials related to the Invention that is useful for the development, manufacture, use and/or exploitation of products covered by the Invention, including, prototypes, market research, technical drawings, software, prototypes, test data and results, analytical and quality control data, lab notebooks, techniques and technology.

1.6 "**Transfer Documents**" means all transfer documents in each jurisdiction where the Assigned Assets have been or will be filed, as the case may be, in each case to record the change of ownership of the Assigned Assets from Assignor to Assignee.

2. **Assignment of Assigned Assets.** In consideration for the issuance of the Shares, Assignor does hereby irrevocably sell, assign, transfer, set over, and deliver, and cause its successors and assigns, irrevocably to sell, assign, transfer, set over, and deliver, to Assignee, in perpetuity and throughout the world, the entire right, title, and interest in and to any and all the Assigned Assets, collectively together with all income, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, the right to file for patents in any jurisdiction and to sue for and recover damages for any past, present or future infringement of any such Assigned Assets. The Assigned Assets shall be held and enjoyed by Assignee or its designee(s) as fully and entirely as the same would have been held and enjoyed by Assignor and/or its subsidiaries and affiliates had this sale, assignment and transfer not been made.

3. Delivery of Documentation. Upon the Effective Date, Assignor shall deliver to Assignee all Asset Documents and Transfer Documents. To the extent any Technology is not fully documented, Assignor shall provide full documentation for such Technology to Assignee as soon as practicable.

4. Further Assurances. Without limiting Assignor's obligations to perform services, Assignor does hereby further agree and promise to execute all instruments and render all such assistance as Assignee may reasonably request in order to assist Assignee in effecting the foregoing transfer and in establishing, perfecting, defending, enforcing and protecting Assignee's rights in any of the above transferred items, including without limitation assisting in the prosecution of any and all patent applications covering any of the Assigned Assets or to confirm in Assignee or its designee(s) legal title to such Assigned Assets and all intellectual property rights pertinent to such Assigned Assets, including execution of any Transfer Documents. Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact, with full power of substitution in Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

5. Additional Matters. Assignor acknowledges and agrees that Assignor shall have no further right or action against Assignee, or any of its subsidiaries or affiliates, in consideration for the assignment of the Assigned Assets hereunder.

6. Confidentiality. Assignor hereby acknowledges and agrees that the Assigned Assets, the Asset Documents, and the terms and conditions of this Agreement constitutes the confidential information of Assignee and that Assignor shall not use or disclose such confidential information without the prior written permission of Assignee until such time as Assignee willfully makes such information publicly available.

7. Representations and Warranties

7.1 By Each Party. Each party represents to the other that it has read this Agreement in its entirety, has had an opportunity to obtain the advice of counsel prior to executing this Agreement, and fully understands this Agreement.

7.2 By Assignor. Assignor further represents and warrants to Assignee (i) Assignor has the necessary rights and authority to transfer the Assigned Assets to Assignee, and (ii) there are no facts or circumstances which would otherwise limit any rights in the Assigned Assets.

7.3 Indemnification. Assignor agrees to indemnify, defend, and hold Assignee, its officers, directors, and employees ("Assignee Indemnitees") harmless from any liabilities, damages, fines and expenses (including reasonable attorneys' fees) of Assignee Indemnitees from any claims, demands, actions, suits and other proceeding which is based upon or arises out of a breach of any representation or warranty of Assignor under Section 7.2.

8. Assignment. This Agreement will be binding on and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns. Assignor may not assign (through operation of law or otherwise) this Agreement without the prior written consent of Assignee.

9. General. This Agreement, including all exhibits attached hereto and hereby incorporated by reference, constitutes the final, complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreement, either written or oral. The headings contained herein are for the convenience of reference only, and are not intended to define, limit, expand or describe the scope or intent of any clause or provision of this Agreement. This Agreement shall be governed by the laws of the State of California, USA, without regard to its conflicts of law provisions. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and if no feasible interpretation will save such provision, it shall be severed from this Agreement, and the remaining provisions remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile, pdf signature or electronic signature shall be considered due execution and shall be binding upon the signatory thereto with the same force and effect as if the signature were an original.

[signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Technology Assignment Agreement to be signed and executed by their duly authorized representatives as of the date first set forth above.

Assignor:

DANIEL JAMES BURROWS

*Daniel Burrows*

Daniel James Burrows

Date: *July 14 2015*

Assignee:

XSTREAM TRUCKING INC.

By: *Daniel Burrows*

Daniel James Burrows, President & CEO

Date: *July 14 2015*

**EXHIBIT A**

Invention:

IP, knowhow, trade secrets and concepts related to a device that closes the gap between cab and trailer, streamlining the airflow over the gap.