

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4479550

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	PHASE TECHNOLOGY	06/21/2017
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	FUSION ACQUISITION LTD	
<b>Street Address:</b>	666 BURRARD STREET	
<b>Internal Address:</b>	SUITE 1700, PARK PLACE	
<b>City:</b>	VANCOUVER	
<b>State/Country:</b>	CANADA	
<b>Postal Code:</b>	V6C2X8	
<b>PROPERTY NUMBERS Total: 6</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	9354167	
<b>Patent Number:</b>	7131318	
<b>Patent Number:</b>	6966692	
<b>Patent Number:</b>	6827484	
<b>Patent Number:</b>	6817754	
<b>Application Number:</b>	62359495	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(941)306-2947	
<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>	9415562604	
<b>Email:</b>	ip@ropertech.com	
<b>Correspondent Name:</b>	G. ANDREW BARGER	
<b>Address Line 1:</b>	6901 PROFESSIONAL PKWY EAST	
<b>Address Line 2:</b>	SUITE 200	
<b>Address Line 4:</b>	SARASOTA, FLORIDA 34240	
<b>NAME OF SUBMITTER:</b>	G. ANDREW BARGER PATENT BAR NUMBER 39899	
<b>SIGNATURE:</b>	/G. Andrew Barger/	
<b>DATE SIGNED:</b>	06/27/2017	
This document serves as an Oath/Declaration (37 CFR 1.63).		

PATENT

**Total Attachments: 8**

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## ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT AGREEMENT (this “Assignment”) is dated for reference and effective June 21, 2017.

### BETWEEN:

PHASE TECHNOLOGY, a general partnership, by its partners, **456970 B.C. LTD.** and **456968 B.C. LTD.**, each of which is a company incorporated under the laws of the Province of British Columbia, with an address of 11168 Hammersmith Gate, Richmond, BC, Canada V7A 5H8

(the “Assignor”)

### AND

FUSION ACQUISITION LTD., a company incorporated under the laws of the Province of British Columbia, with a registered and records office at Suite 1700, Park Place, 666 Burrard Street, Vancouver, BC, Canada V6C 2X8

(the “Assignee”)

### WHEREAS:

- A. The Assignor has agreed to sell to the Assignee, and the Assignee has agreed to purchase from the Assignor, as a going concern, substantially all of the assets, properties and rights of the Assignor (the “**Purchased Assets**”) to the extent that they relate to the business of designing, manufacturing, marketing and selling of test instruments to measure certain properties of petroleum-based products and to measure cold flow properties of other materials, carried on by the Partnership, all as set out in an asset purchase agreement dated June 16, 2017 between the Assignor, the Assignee and others (the “**Asset Purchase Agreement**”).
- B. It is a condition of the Asset Purchase Agreement that the Assignor assign to the Assignee all of its Intellectual Property (defined below), including those items listed in Exhibit A attached hereto.

IN CONSIDERATION of the consideration provided, including in the Asset Purchase Agreement, (the receipt and adequacy of which are acknowledged) and the following mutual promises, the parties agree as follows.

1. Capitalized terms used and not otherwise defined in this Assignment will have the meanings given to those terms in the Asset Purchase Agreement.

2. For the purposes of this Assignment, “**Intellectual Property**” means domestic and foreign intellectual property rights including: (i) patents, applications for patents, and any national phase entries and related reissues, divisionals, continuations, renewals, reexaminations, extensions and continuations-in-part of patents or patent applications; (ii) copyrights, copyright registrations and applications for copyright registration; (iii) designs, design registrations, design registration applications, divisionals and integrated circuit topographies, trade dress, trade secrets, (iv) trade names, business names, corporate names, domain names, website names and world wide web addresses, email addresses, social networking profiles, common law trade-marks, trade-mark registrations, trade-mark applications, trade dress and logos, and the goodwill associated with any of the foregoing (v) all telephone and fax numbers, including mobile telephone numbers; and (vi) all patterns, plans, inventions, business methodologies, customer lists, supplier lists, distributor lists, research and development work and data, licenses, sub licenses, franchises, technology, and all other related property and assets, as well as all unpatented blue prints, flow sheets, equipment and parts lists and descriptions and related instructions, manuals, data, records and procedures.
3. The Assignor hereby absolutely and irrevocably sells, assigns and transfers to the Assignee the whole right, title, and interest of the Assignor in and to the Intellectual Property, together with the goodwill of the business relating to the goods and/or services in respect of which the Intellectual Property are registered to the Assignor, the same to be held as fully by the Assignee as the same would have been held by the Assignor had this assignment not been made, and the Assignee hereby accepts such sale, assignment and transfer.
4. The Assignor covenants and agrees with the Assignee, its successors, and assigns, that it will from time to time and at all times hereafter, upon every reasonable request of the Assignee, its successors and assigns, make, do and execute or cause and procure to be made, done and executed all such further acts, deeds or assurances as may be reasonably required by the Assignee, its successors and assigns, for more effectually and completely vesting in the Assignee, its successors and assigns, the Intellectual Property and goodwill hereby sold, assigned and transferred in accordance with the terms hereof. The Assignor hereby consents to the filing of this Assignment with the Canadian Intellectual Property Office, the United States Patent and Trademark Office, and any other applicable governmental authority.
5. This Assignment and all of its provisions shall inure to the benefit of the Assignee and its successors and assigns and be binding upon the Assignor and its successors and permitted assigns.
6. Each of the Assignor and the Assignee acknowledge and agree that their respective rights and remedies with respect to the Intellectual Property assigned

hereunder are more fully set out in the Asset Purchase Agreement, the terms and provisions of which are incorporated by reference herein as if fully set out herein. In the event of any conflict or inconsistency between the provisions of this Assignment and the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall prevail.

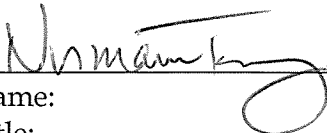
7. This Assignment shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of British Columbia and the federal laws of Canada applicable therein.
8. This Assignment may be executed in counterparts and all such counterparts, once executed, shall constitute one and the same document.

*[Signature page follows]*

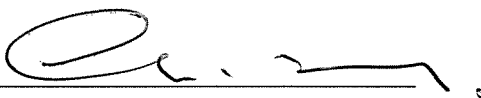
Executed and delivered by:

**PHASE TECHNOLOGY**, a general partnership, by its partners, **456970 B.C. LTD.** and **456968 B.C. LTD.**

**456970 B.C. LTD.**

By:   
Name:  
Title:

**456968 B.C. LTD.**

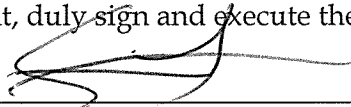
By:   
Name:  
Title:

**Statement by Witness**

I, Samuel Li whose mailing address is  
2900-550 Burrard St., Vancouver BC V6C 0A3  
(Address of Witness)

hereby declare that I was personally present and did see the above named persons, personally known to me to be the persons named in the assignment, duly sign and execute the same.

Date: June 21, 2017

  
(Signature of Witness)

**FUSION ACQUISITION LTD.**

By: \_\_\_\_\_  
Name:  
Title:

**Statement by Witness**

I, \_\_\_\_\_ whose mailing address is  
\_\_\_\_\_  
(Address of Witness)

hereby declare that I was personally present and did see the above named person, personally known to me to be the person named in the assignment, duly sign and execute the same.

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Witness)

Executed and delivered by:

PHASE TECHNOLOGY, a general partnership, by its  
partners, 456970 B.C. LTD. and 456968 B.C. LTD.

456970 B.C. LTD.

By: \_\_\_\_\_

Name:

Title:

456968 B.C. LTD.

By: \_\_\_\_\_

Name:

Title:

Statement by Witness

I, \_\_\_\_\_ whose mailing address is

\_\_\_\_\_  
(Address of Witness)

hereby declare that I was personally present and did see the above named persons, personally  
known to me to be the persons named in the assignment, duly sign and execute the same.

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Witness)

FUSION ACQUISITION LTD.

By: \_\_\_\_\_

Name: John K. Stipancich

Title: Director

Statement by Witness

I, Amy L. Stipancich whose mailing address is  
7321 Midnight Pass Rd., Sarasota FL 34242  
\_\_\_\_\_  
(Address of Witness)



hereby declare that I was personally present and did see the above named person, personally  
known to me to be the person named in the assignment, duly sign and execute the same.

Date: June 21, 2017

\_\_\_\_\_  
(Signature of Witness)

## EXHIBIT A

### Trademarks

No.	Trade-mark	Jurisdiction	App. No.	Reg. No.	App. Date	Reg. Date
1.	Phase Technology	Unregistered				
2.	Innovations in phase analysis solutions	Unregistered				
3.		Unregistered				
4.		Unregistered				

### Patents

No.	Title	Jurisdiction	App. No.	Pat. No.	App. Date	Pat. Date
1.	WAT and WDT detection	USA		9,354,167B2	16/05/31	14/10/07
2.	Viscometer*	USA		7,131,318	06/11/07	04/09/28
3.	Cloud point monitoring device	USA		6,966,692B2	05/11/22	04/08/16
4.	Cloud point monitoring device	USA		6,827,484B2	04/12/07	02/07/09
5.	Fuel freezing point monitoring device	USA		6,817,754	02/04/16	04/11/16
6.	Provisional patent application entitled "Multiple Viscosity and Freeze Point Measurements on the Same Aliquot and the Determination of Temperature at any Specified Viscosity Above the Freeze Point"	USA	62359495		7/7/16	

\*This patent is held and registered jointly between Poulten Selfe & Lee Ltd. and the Partnership

Sample conditioning (Aquanot)	C. Tsang, V. Ker	USA	5,769,539	98/06/23, 95/08/07	Inactive
Cloud point or like transitions	C. Tsang, V. Ker	USA	5,088,833	94/02/18, 89/12/21	Inactive
Cloud point or like transitions	C. Tsang, V. Ker	Canada	1316704	93/04/27, 88/02/10	Inactive



Cloud point or like transitions	C. Tsang, V. Ker	European	328334A2	94/11/09, 89/02/06	Inactive
Cloud point or like transitions	C. Tsang, V. Ker	EPO-France	328334	94/11/09, 89/02/06	Inactive
Cloud point or like transitions	C. Tsang, V. Ker	EPO-Germany	68919240T2	95/06/14, 89/02/06	Inactive
Cloud point or like transitions	C. Tsang, V. Ker	EPO-Germany	68919240CO	94/12/15, 89/02/06	Inactive
Cloud point or like transitions	C. Tsang, V. Ker	EPO-Italy	328334	94/11/09, 89/02/06	Inactive
Cloud point or like transitions	C. Tsang, V. Ker	EPO-Holland	328334	94/11/09, 89/02/06	Inactive
Cloud point or like transitions	C. Tsang, V. Ker	EPO-UK	328334	94/11/09, 89/02/06	Inactive
Cloud point or like transitions	C. Tsang, V. Ker	EPO-Swiss	328334	94/11/09, 89/02/06	Inactive
Cloud point or like transitions	C. Tsang, V. Ker	Japan	2788046	90/10/25, 89/02/09	Inactive
Pour point	V.Ker, C. Tsang	World Patent	9205430	92/04/02, 91/09/17	Inactive
Pour point	V.Ker, C. Tsang	USA	5,090,817	92/02/25, 91/01/08	Inactive
Pour point	V.Ker, C. Tsang	Canada	202588/9	92/03/21, 90/09/20	Inactive
Pour point	V.Ker, C. Tsang	European	0549647B1	95/05/31, 91/09/17	Inactive
Pour point	V.Ker, C. Tsang	European	0549647A1	93/07/07, 91/09/17	Inactive
Pour point	V.Ker, C. Tsang	EPO-France	549647	95/05/31, 91/09/17	Inactive
Pour point	V.Ker, C. Tsang	EPO-Germany	69110132.9	96/01/11, 91/09/17	Inactive
Pour point	V.Ker, C. Tsang	EPO-Italy	549647	95/05/31, 91/09/17	Inactive
Pour point	V.Ker, C. Tsang	EPO-Holland	549647B1	95/05/31, 91/09/17	Inactive
Pour point	V.Ker, C. Tsang	EPO-Swiss	549647	95/05/31, 91/09/17	Inactive
Pour point	V.Ker, C. Tsang	EPO-UK	549647	95/05/31, 91/09/17	Inactive
Pour point	V.Ker, C. Tsang	Japan	3136159	94/03/31, 93/03/19	Inactive

Pour point	V.Ker, C. Tsang	Australia	1991085026	92/04/15	Inactive
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### Internet Domain Names

1. [www.phase-technology.com](http://www.phase-technology.com)
2. <http://www.phasetech.net>

### Partnership Telephonic Numbers

Number	Description
604 241 9568	Main Partnership phone line
604 241 9569	Main Partnership fax line
604 241 9571	Secondary Partnership fax line

### Other

All trade secret lists including assembly process lists, know-how lists, testing methodology lists, customer lists, supplier lists, and distributor lists.