

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4478953

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|---|--------------------------------------|--|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | MERGER | | |
| EFFECTIVE DATE: | 02/26/2016 | | |
| CONVEYING PARTY DATA | | | |
| Name | | | Execution Date |
| GLOBAL DYNAMICS INCORPORATED | | | 02/26/2016 |
| RECEIVING PARTY DATA | | | |
| Name: | SAILWINGS CANADA LIMITED | | |
| Street Address: | 60 FAIRVIEW CRESCENT | | |
| City: | WOODSTOCK, ONTARIO | | |
| State/Country: | CANADA | | |
| Postal Code: | N4S 6L7 | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | | |
| Application Number: | 15493701 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (612)340-8827 | | |
| <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: | 612-340-2600 | | |
| Email: | ip.docket@dorsey.com | | |
| Correspondent Name: | DORSEY & WHITNEY LLP | | |
| Address Line 1: | 50 SOUTH SIXTH STREET, SUITE 1500 | | |
| Address Line 2: | INTELLECTUAL PROPERTY PRACTICE GROUP | | |
| Address Line 4: | MINNEAPOLIS, MINNESOTA 55402-1498 | | |
| ATTORNEY DOCKET NUMBER: | P259557.WO-US.02 | | |
| NAME OF SUBMITTER: | EMMA L. HUTTON | | |
| SIGNATURE: | /Emma L. Hutton/ | | |
| DATE SIGNED: | 06/27/2017 | | |
| Total Attachments: 35 | | | |
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Ontario Corporation Number
Numéro de la société en Ontario

1945740



Ministry of
Government Services
Ottawa

Ministère des
Services gouvernementaux

CERTIFICATE
This is to certify that those
articles are effective on

CERTIFICAT
Ceci certifie que les présents
statuts entrent en vigueur le

FEBRUARY 26 FEVRIER, 2016

Director / Directeur

Documentary Communications Act / Loi sur les sociétés par actions

ARTICLES OF AMALGAMATION STATUTS DE FUSION

Form 4
Business
Corporations
Act

Formule 4
Loi sur les sociétés par actions

1. The name of the amalgamated corporation is: (Set out in BLOCK CAPITAL LETTERS)
Dénomination sociale de la société issue de la fusion: (Écrire en LETTRES MAJUSCULES SEULEMENT):

[illegible]

2. The address of the registered office is:
Adresse du siège social :

60 FAIRVIEW CRESCENT,

Street & Number or R.R. Number & if Multi-Office Building give Room No. /

Rue et numéro ou numéro de la R.R. et, s'il s'agit d'un édifice à bureaux, numéro du bureau

WOODSTOCK,

ONTARIO

| | | | | | |
|---|---|---|---|---|---|
| N | 4 | S | 6 | L | 7 |
|---|---|---|---|---|---|

Name of Municipality or Post Office /

Nom de la municipalité ou du bureau de poste

Postal Code/Code postal

3. Number of directors is:
Nombre d'administrateurs :

Fixed number
Nombre fixe

OR minimum and maximum
OU minimum et maximum

1

5

4. The director(s) is/are: / Administrateur(s) :

First name, middle names and surname
Prénom, autres prénoms et nom de famille

Address for service, giving Street & No. or R.R. No., Municipality,
Province, Country and Postal Code

Domicile élu, y compris la rue et le numéro ou le numéro de la R.R., le nom de la municipalité, la province, le pays et le code postal

Resident Canadian
State 'Yes' or 'No'Résident canadien
Oul/Non

DANIEL MARTIN

60 FAIRVIEW CRESCENT,
WOODSTOCK ONTARIO, CANADA
N4S 6L7

Yes

5. Method of amalgamation, check A or B
Méthode choisie pour la fusion – Cocher A ou B :

A - Amalgamation Agreement / Convention de fusion :



The amalgamation agreement has been duly adopted by the shareholders of each of the amalgamating corporations as required by subsection 176 (4) of the *Business Corporations Act* on the date set out below.

Les actionnaires de chaque société qui fusionne ont dûment adopté la convention de fusion conformément au paragraphe 176(4) de la *Loi sur les sociétés par actions* à la date mentionnée ci-dessous.

or
ou

B - Amalgamation of a holding corporation and one or more of its subsidiaries or amalgamation of subsidiaries / Fusion d'une société mère avec une ou plusieurs de ses filiales ou fusion de filiales :



The amalgamation has been approved by the directors of each amalgamating corporation by a resolution as required by section 177 of the *Business Corporations Act* on the date set out below.

Les administrateurs de chaque société qui fusionne ont approuvé la fusion par voie de résolution conformément à l'article 177 de la *Loi sur les sociétés par actions* à la date mentionnée ci-dessous.

The articles of amalgamation in substance contain the provisions of the articles of incorporation of
Les statuts de fusion reprennent essentiellement les dispositions des statuts constitutifs de

and are more particularly set out in these articles.
et sont énoncés textuellement aux présents statuts.

| Names of amalgamating corporations Dénomination sociale des sociétés qui fusionnent | Ontario Corporation Number Numéro de la société en Ontario | Date of Adoption/Approval Date d'adoption ou d'approbation | | |
|--|---|---|---------------|-------------|
| | | Year année | Month mois | Day jour |
| GLOBAL DYNAMICS INCORPORATED | 885221 | 1990 | 04 | 02 |
| 2366595 ONTARIO INC. | 2366595 | 2013 | 03 | 26 |

6. Restrictions, if any, on business the corporation may carry on or on powers the corporation may exercise.
Limites, s'il y a lieu, imposées aux activités commerciales ou aux pouvoirs de la société.

NONE

7. The classes and any maximum number of shares that the corporation is authorized to issue:
Catégories et nombre maximal, s'il y a lieu, d'actions que la société est autorisée à émettre :

- (a) an unlimited number of class A common shares,
- (b) an unlimited number of class F1 special shares; and
- (c) an unlimited number of class V special shares.

8. Rights, privileges, restrictions and conditions (if any) attaching to each class of shares and directors authority with respect to any class of shares which may be issued in series:

Droits, privilèges, restrictions et conditions, s'il y a lieu, rattachés à chaque catégorie d'actions et pouvoirs des administrateurs relatifs à chaque catégorie d'actions qui peut être émise en série :

1) Class A Common Shares

The Class A common shares shall have attached thereto the following designations, rights, privileges, restrictions and conditions:

(a) Subject to the Act, the holders of the Class A common shares shall not be entitled as such to receive notice of or to attend any meetings of the shareholders of Amalco, and shall not be entitled to vote at any such meeting, but shall be entitled to notice of meetings of shareholders called for the purpose of authorizing the dissolution of Amalco or the sale of its undertaking or a substantial part thereof.

(b) The holders of the Class A common shares need not rank equally or be treated equally in the declaration or payment of dividends on other classes of shares and the board of directors of Amalco shall have full and absolute discretion to declare and pay dividends to the holders of Class A common shares.

(c) Subject to the rights, privileges, restrictions and conditions attaching to any other class of shares of Amalco, to receive the remaining property of Amalco upon dissolution.

2) Class F1 Special Shares

The Class F1 special shares shall have attached thereto the following designations, rights, privileges, restrictions and conditions:

(a) The Class F1 special shares shall rank in regards to return of capital, in priority to all other shares of Amalco but shall not confer any further right to participate in profits or assets.

(b) The holders of the Class F1 special shares need not rank equally or be treated equally in the declaration or payment of dividends on other classes of shares and the board of directors of Amalco shall have full and absolute discretion to declare and pay dividends to the holders of Class F1 special shares.

(c) Amalco may redeem the whole or any part of the Class F1 special shares on payment of the redemption amount for each share to be redeemed together with all dividends declared thereon and unpaid. In case a part only of the then outstanding Class F1 special shares is at any time to be redeemed the shares so to be redeemed shall be selected by lot in such manner as the directors in their discretion shall decide or, if the directors so determine, may be redeemed pro rata, disregarding fractions, and the directors may make such adjustments as may be necessary to avoid the redemption of fractional parts of shares.

(d) The Class F1 special shares shall be retractable at the option of the holder at any time, and from time to time forthwith on notice in writing being given by the holder to Amalco; in which case Amalco shall redeem the Class F1 special shares upon payment of the redemption amount, together with any dividends declared thereon and unpaid and no more.

- e. The redemption amount for each Class F1 special share shall, subject to subparagraph (f) hereof, have a value for purposes of declaring dividends, redemption, retraction, or on liquidation, dissolution or winding up of Amalco, equal to the fair market value of the assets or consideration received by Amalco in exchange for the subject shares, at the time of issue, as determined by the board of directors of Amalco. The redemption amount shall be fixed at the time of issue and cannot be changed thereafter except pursuant to the provisions of subparagraph (f) hereafter.
- f. In the event that the Canada Revenue Agency or some other competent taxing authority or court, dispute, challenge, or successfully argue that the fair market value of the assets or consideration received by Amalco in exchange for the subject shares is other than that fixed in subparagraph (e) hereof, then the directors of Amalco shall be empowered to adjust nunc pro tunc the said redemption amount accordingly, and to fix a different redemption amount pursuant to any determination by, or consultation with, such taxing authority or court.
- g. In the event of the liquidation, dissolution or winding up of Amalco, whether voluntary or involuntary, the holders of the Class F1 special shares shall be entitled to receive, before any distribution of any part of the assets of Amalco among the holders of any other shares, the redemption amount for each Class F1 special share and any dividends declared thereon and unpaid and no more.
- h. Subject to the Act, the holders of the Class F1 special shares shall not be entitled to vote at any meetings of the shareholders of Amalco but shall be entitled to notice of meetings of shareholders called for the purpose of authorizing the dissolution of Amalco or the sale of its undertaking or a substantial part thereof.
- i. The foregoing provisions with respect to the Class F1 special shares, the provisions of this paragraph and the provisions of subparagraph (g) hereof may be repealed, altered, modified or amended by articles of amendment, but only with the approval of the holders of the Class F1 special shares given as hereinafter specified in addition to any other approval required by the Business Corporation Act, R. S. O. 1990 (Ontario) as the same may from time to time be in force or any successor corporations statute of the Province of Ontario (the "Act").
- j. The approval of the holders of the Class F1 special shares as to any and all matters referred to herein may be given by special resolution sanctioned at a meeting of holders of Class F1 special shares duly called and held upon at least ten (10) days' notice at which the holders of at least a majority of the outstanding Class F1 special shares are present or represented by proxy and carried by the affirmative

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votes of the holders of not less than two-thirds of the Class F1 special shares represented and voted at such meeting cast on a poll. On every poll taken at every such meeting every holder of Class F1 special shares shall be entitled to one (1) vote in respect of each Class F1 special share held.

3) Class V Special Shares

The Class V special shares shall have attached thereto the following designations, rights, privileges, restrictions and conditions:

- (a) The Class V special shares shall rank in regards to return of capital, in priority to the Class A common shares of Amalco but shall not confer any further right to participate in profits or assets.
- (b) The holders of the Class V special shares shall not be entitled to receive dividends.
- (c) Amalco may redeem the whole or any part of the Class V special shares on payment of the redemption amount for each share to be redeemed of the amount paid up thereon. In case a part only of the then outstanding Class V special shares is at any time to be redeemed the shares so to be redeemed shall be selected by lot in such manner as the directors in their discretion shall decide or, if the directors so determine, may be redeemed pro rata, disregarding fractions, and the directors may make such adjustments as may be necessary to avoid the redemption of fractional parts of shares.
- (d) The Class V special shares shall be retractable at the option of the holder at any time, and from time to time forthwith on notice in writing being given by the holder to Amalco; in which case Amalco shall redeem the Class V special shares upon payment of the redemption amount.
- (e) The redemption amount for each Class V special share shall, subject to subparagraph (f) hereof, for purposes of redemption, retraction, or on liquidation, dissolution or winding up of Amalco, have a value of one (\$0.01) cent.
- (f) In the event that the Canada Revenue Agency or some other competent taxing authority or court, dispute, challenge, or successfully argue that the fair market value of the assets or consideration received by Amalco in exchange for the subject shares is other than that fixed in subparagraph (e) hereof, then the directors of Amalco shall be empowered to adjust nunc pro tunc the said redemption amount accordingly, and to fix a difference redemption amount pursuant to any determination by, or consultation with, such taxing authority or court.

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- (g) In the event of the liquidation, dissolution or winding up of Amalco, whether voluntary or involuntary, the holders of the Class V special shares shall be entitled to receive, before any distribution of any part of the assets of Amalco among the holders of the Class A common, the redemption value for each Class V special share and no more.
- (h) The holders of the Class V special shares shall be entitled to receive notice of and to attend and vote at all meetings of the shareholders of Amalco and each Class V special share shall confer the right to one (1) vote in person or by proxy at all meetings of shareholders of Amalco.
- (i) The foregoing provisions with respect to the Class V special shares, the provisions of this paragraph and the provisions of subparagraph (j) hereof may be repealed, altered, modified or amended by articles of amendment, but only with the approval of the holders of the Class V special shares given as hereinafter specified in addition to any other approval required by the Act.
- (j) The approval of the holders of the Class V special shares as to any and all matters referred to herein may be given by special resolution sanctioned at a meeting of holders of Class V special shares duly called and held upon at least ten (10) days' notice at which the holders of at least a majority of the outstanding Class V special shares are present or represented by proxy and carried by the affirmative votes of the holders of not less than two-thirds of the Class V special shares represented and voted at such meeting cast on a poll. On every poll taken at every such meeting every holder of Class V special shares shall be entitled to one (1) vote in respect of each Class V special share held.

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9. The issue, transfer or ownership of shares is/is not restricted and the restrictions (if any) are as follows:
L'émission, le transfert ou la propriété d'actions est/n'est pas restreint. Les restrictions, s'il y a lieu, sont les suivantes :

The right to transfer shares of the Amalgamated Corporation shall be restricted in that no shareholder shall be entitled to transfer any share or shares without either:

(1) the previous consent of the directors of the Corporation expressed by a resolution passed by the board of directors or by an instrument or instruments in writing signed by a majority of the directors;

OR

(2) the previous consent of the holders of at least 51% of the common shares for the time being outstanding expressed by a resolution passed by the shareholders or by an instrument or instruments in writing signed by such shareholders.

10. Other provisions, (if any):
Autres dispositions, s'il y a lieu :

11. The statements required by subsection 178(2) of the *Business Corporations Act* are attached as Schedule "A".
Les déclarations exigées aux termes du paragraphe 178(2) de la *Loi sur les sociétés par actions* constituent l'annexe A.

12. A copy of the amalgamation agreement or directors' resolutions (as the case may be) is/are attached as Schedule "B".
Une copie de la convention de fusion ou les résolutions des administrateurs (selon le cas) constitue(nt) l'annexe B.

These articles are signed in duplicate.
Les présents statuts sont signés en double exemplaire.

Name and original signature of a director or authorized signing officer of each of the amalgamating corporations. Include the name of each corporation, the signatories name and description of office (e.g. president, secretary). Only a director or authorized signing officer can sign on behalf of the corporation. / Nom et signature originale d'un administrateur ou d'un signataire autorisé de chaque société qui fusionne. Indiquer la dénomination sociale de chaque société, le nom du signataire et sa fonction (p. ex. : président, secrétaire). Seul un administrateur ou un dirigeant habilité peut signer au nom de la société.

GLOBAL DYNAMICS INCORPORATED

Names of Corporations / Dénomination sociale des sociétés

By / Par



JO-ANN MARTIN

Signature / Signature

Print name of signatory /
Nom du signataire en lettres moulées

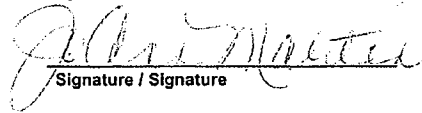
SECRETARY

Description of Office / Fonction

2366595 ONTARIO INC

Names of Corporations / Dénomination sociale des sociétés

By / Par



JO-ANN MARTIN

Signature / Signature

Print name of signatory /
Nom du signataire en lettres moulées

SECRETARY

Description of Office / Fonction

Names of Corporations / Dénomination sociale des sociétés

By / Par

Signature / Signature

Print name of signatory /
Nom du signataire en lettres moulées

Description of Office / Fonction

Names of Corporations / Dénomination sociale des sociétés

By / Par

Signature / Signature

Print name of signatory /
Nom du signataire en lettres moulées

Description of Office / Fonction

Names of Corporations / Dénomination sociale des sociétés

By / Par

Signature / Signature

Print name of signatory /
Nom du signataire en lettres moulées

Description of Office / Fonction

7

SCHEDULE "A"

IN THE MATTER OF THE BUSINESS CORPORATIONS ACT, (ONTARIO)
AND IN THE MATTER OF THE PROPOSED AMALGAMATION OF
GLOBAL DYNAMICS INCORPORATED AND 2366595 ONTARIO INC.

I, JO-ANN MARTIN, of the Town of Woodstock in Oxford County (Ontario) DO SOLEMNLY DECLARE and make the following statement in support of the above-mentioned amalgamation pursuant to subsection 178(2) of The Business Corporations Act (Ontario) (the "Act"):

1. I am the Secretary, and Director of Global Dynamics Incorporated ("GDI") and as such have personal knowledge of the following matters;
2. I have conducted such examinations of the books and records of GDI as are necessary to enable me to make the statements hereinafter set forth;
3. There are reasonable grounds for believing that GDI is, and the amalgamated corporation resulting from the amalgamation of GDI and 2366595 Ontario Inc. will be, able to pay their respective liabilities as they become due and that the realizable value of the said amalgamated corporation's assets will not be less than the aggregate of its liabilities and stated capital of all classes;
4. There are reasonable grounds for believing that no creditor of GDI will be prejudiced by the amalgamation;
5. No creditor of GDI has notified such corporation that he objects to the amalgamation;
6. Based on the statements made above, GDI is not obliged to give notice to any creditor.

AND I MAKE this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the *Canada Evidence Act*.

DATED this 26 day of February, 2016.

Declared before me at the)
City of London, in the)
Province of Ontario this)
26 day of February, 2016)
)
)

A Commissioner etc.
Harjinder S. Mann


JO-ANN MARTIN

7

SCHEDULE "A"

**IN THE MATTER OF THE BUSINESS CORPORATIONS ACT (ONTARIO)
AND IN THE MATTER OF THE PROPOSED AMALGAMATION OF
GLOBAL DYNAMICS INCORPORATED AND 2366595 ONTARIO INC.**

I, JO-ANN MARTIN, of the Town of Woodstock in Oxford County (Ontario) DO SOLEMNLY DECLARE and make the following statement in support of the above-mentioned amalgamation pursuant to subsection 178(2) of The Business Corporations Act (Ontario) (the "Act"):

1. I am the Secretary, and Director of 2366595 ONTARIO INC. ("595") and as such have personal knowledge of the following matters;
2. I have conducted such examinations of the books and records of 595 as are necessary to enable me to make the statements hereinafter set forth;
3. There are reasonable grounds for believing that 595 is, and the amalgamated corporation resulting from the amalgamation of Global Dynamics Incorporated and 595 will be, able to pay their respective liabilities as they become due and that the realizable value of the said amalgamated corporation's assets will not be less than the aggregate of its liabilities and stated capital of all classes;
4. There are reasonable grounds for believing that no creditor of 595 will be prejudiced by the amalgamation;
5. No creditor of 595 has notified such corporation that he objects to the amalgamation;
6. Based on the statements made above, 595 is not obliged to give notice to any creditor.

AND I MAKE this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the *Canada Evidence Act*.

DATED this 26 day of February, 2016.

Declared before me at the)
City of London, in the)
Province of Ontario this)
26 day of February, 2016)
_____)
A Commissioner etc.
Harjinder S. Mann


JO-ANN MARTIN

AMALGAMATION AGREEMENT

THIS AGREEMENT (the "Agreement") made as of the 26 day of February, 2016.

BETWEEN:

GLOBAL DYNAMICS INCORPORATED

A corporation incorporated under the
Laws of the Province of Ontario

(Hereinafter called "GDI")

OF THE FIRST PART

-and-

2366595 ONTARIO INC.

a corporation incorporated under the
Laws of the province of Ontario

(Hereinafter called "595" and together with GDI, the "Amalgamating Corporations")

OF THE SECOND PART

WHEREAS GDI was incorporated under the *Business Corporations Act*, (Ontario) (the "Act") by articles of incorporation and a certificate of incorporation dated April 2, 1990, as amended by articles of amendment and certificates of amendment dated, respectively, April 24, 1991, March 21, 2013 and February 18, 2004;

AND WHEREAS 595 was incorporated under the Act by articles of incorporation dated March 26, 2013;

AND WHEREAS the Amalgamating Corporations, acting under the authority contained in subsections 174-176 and 178-179 of the Act, propose to amalgamate under the terms and conditions hereinafter set out;

AND WHEREAS the board of directors of each of the Amalgamating Corporations have unanimously approved the amalgamation contemplated herein;

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which each party hereby acknowledges, the parties agree as follows:

1. In this Agreement:

- (a) "Amalco" shall mean the corporation continuing from the amalgamation of the Amalgamating Corporations; and
- (b) "Effective Time" shall mean 5:00 p.m. Eastern Standard Time on the date shown on certificate of amalgamation of Amalco endorsed pursuant to subsection 178(4) of the Act.
2. The Amalgamating Corporations hereby agree to amalgamate pursuant to the sections 174-176 and 178-179 of the Act and to continue as one corporation under the terms and conditions hereinafter set out. Each of the Amalgamating Corporations shall do, or cause to be done, all things necessary or advisable to complete the amalgamation in accordance with the Act and with the terms of this Agreement.
3. The name of Amalco shall be:
- SAILWINGS CANADA LIMITED
4. The registered office of Amalco will be c/o DLA Piper (Canada) LLP, 100 King Street West, Suite 6000, Toronto, Ontario, M5X 1E2, until changed in accordance with the Act.
5. Amalco shall be authorized to issue:
- (a) an unlimited number of Class A common shares,
- (b) an unlimited number of Class F1 special shares; and
- (c) an unlimited number of Class V special shares,
- all subject to the rights privileges, restrictions and conditions set out in Schedule "A" attached to this Agreement. The shares of Amalco will be subject to the directors and/or shareholders authority also set out in Schedule "A" attached to this Agreement.
6. The minimum number of directors of Amalco shall be one (1) and the maximum number of directors of Amalco shall be five (5), until changed in accordance with the Act.
7. The first director of Amalco will hold office from the Effective Time until the first meeting of the shareholders of Amalco or until his successor(s) is/are elected or appointed in accordance with the Act. The first director of Amalco will be as follows:

| Name | Residence Address | Resident Canadian |
|---------------|--|-------------------|
| Daniel Martin | 60 Fairview Crescent Woodstock ,Ontario Canada N4S 6L7 | Yes |

8. There shall be no restriction on the business that Amalco may carry on or on the powers that Amalco may exercise.
9. The basis upon which and the manner in which the holders of issued shares of each of the Amalgamating Corporations are to receive Amalco shares will be as follows:
 - (a) 100 Class A common shares of GDI will be converted on a basis of 2:1 to 50 Class A common shares in Amalco;
 - (b) 100 Class A Common shares of 595 will be converted on a basis of 2:1 to 50 Class A common shares in Amalco;
 - (c) 100 Class V special shares of GDI will be converted on a basis of 2:1 to 50 Class V special shares of Amalco;
 - (d) 100 Class V special shares of 595 will be converted on a basis of 2:1 to 50 Class V special shares of Amalco;
 - (e) 51,200 Class FI special shares of GDI will be converted on a basis of 2:1 to 25,600 Class FI special shares of Amalco; and
 - (f) 249,288 Class FI special shares of 595 will be converted on a basis of 2:1 to 124,644 Class FI special shares of Amalco
10. No fractional shares will be issued and no cash will be paid in lieu of fractional Amalco shares. Any fraction resulting from the conversion of the shares of the Amalgamating Corporations to Amalco shares will be rounded to the nearest whole number.
11. At the Effective Time, the stated capital for Amalco shares will be equal to the stated capital attributed to the combined total of issued shares of the Amalgamating Corporations.
12. Following the Effective Time, the shareholders of the Amalgamating Corporations, when requested by Amalco to do so, shall surrender certificates representing the shares of the Amalgamating Corporations held by them for cancellation and shall be entitled to receive, without charge, certificates for shares of Amalco on the basis aforesaid.
13. The by-laws of Amalco are, to the extent not inconsistent with this Agreement, to be those of 595, as those by-laws exist immediately prior to the Effective Time, until repealed or amended in accordance with the Act.
14. Upon and subject to the shareholders of each of the Amalgamating Corporations approving the amalgamation pursuant to subsections 176(1) and (4) of the Act, the Amalgamating Corporations shall deliver articles of amalgamation in prescribed

form and statements of a director or officer in accordance with section 178 of the Act.

15. At the Effective Time, each of the Amalgamating Corporations shall contribute to Amalco all of its property and assets, subject to each of the Amalgamating Corporation's liabilities.
16. The Amalgamating Corporations acknowledge that, as a result of the amalgamation:
 - (a) the Amalgamating Corporations are amalgamated and continue as one corporation under the terms of this Agreement;
 - (b) the Amalgamating Corporations will cease to exist as entities separate from Amalco;
 - (c) Amalco will possess all the property, rights, privileges and franchises and will be subject to all liabilities, including civil, criminal and quasi-criminal, and all contracts, disabilities and debts of each of the Amalgamating Corporations;
 - (d) a conviction against, or ruling, order or judgment in favour or against one of the Amalgamating Corporations may be enforced by or against Amalco;
 - (e) the articles of amalgamation will be deemed to be the articles of incorporation of the Amalco and, except for the purposes of subsection 117(1) of the Act, the certificate of amalgamation is deemed to be the certificate of incorporation of Amalco; and
 - (f) Amalco will be deemed to be the party plaintiff or the party defendant, as the case may be, in any civil actions commenced by or against one of the Amalgamating Corporations before the Effective Time.
17. At any time before the endorsement of a certificate of amalgamation for Amalco, this Agreement may be terminated by mutual written consent of the directors of the Amalgamating Corporations, notwithstanding the approval of this Agreement by the shareholders of one or both of the Amalgamating Corporations.
18. Each of the Amalgamating Corporations represents and warrants that it has made full disclosure to the other of all its respective assets and liabilities.
19. This Agreement is governed by the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario. The Amalgamating Corporations hereby attorn to the exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals from those courts.

20. This Agreement shall not be assigned by either or both of the Amalgamating Corporations.
21. The following schedule is attached to and forms part of this Agreement:
 - (a) Schedule "A" - Share Provisions.
22. This Agreement may be delivered by electronic means and may be signed in as many counterparts as necessary, each counterpart, as signed, being deemed to be an original, and which, taken together, constitute one instrument.

IN WITNESS WHEREOF this Agreement has been duly executed by the parties hereto as of the date first written above.

**GLOBAL DYNAMICS
INCORPORATED**

Per: 
JO-ANN MARTIN
Secretary

2366595 ONTARIO INC.

Per: 
JO-ANN MARTIN
Secretary

SCHEDULE "A"
SHARE PROVISIONS

1) Class A Common Shares

The Class A common shares shall have attached thereto the following designations, rights, privileges, restrictions and conditions:

- (a) Subject to the Act, the holders of the Class A common shares shall not be entitled as such to receive notice of or to attend any meetings of the shareholders of Amalco, and shall not be entitled to vote at any such meeting, but shall be entitled to notice of meetings of shareholders called for the purpose of authorizing the dissolution of Amalco or the sale of its undertaking or a substantial part thereof.
- (b) The holders of the Class A common shares need not rank equally or be treated equally in the declaration or payment of dividends on other classes of shares and the board of directors of Amalco shall have full and absolute discretion to declare and pay dividends to the holders of Class A common shares.
- (c) Subject to the rights, privileges, restrictions and conditions attaching to any other class of shares of Amalco, to receive the remaining property of Amalco upon dissolution.

2) Class F1 Special Shares

The Class F1 special shares shall have attached thereto the following designations, rights, privileges, restrictions and conditions:

- (a) The Class F1 special shares shall rank in regards to return of capital, in priority to all other shares of Amalco but shall not confer any further right to participate in profits or assets.
- (b) The holders of the Class F1 special shares need not rank equally or be treated equally in the declaration or payment of dividends on other classes of shares and the board of directors of Amalco shall have full and absolute discretion to declare and pay dividends to the holders of Class F1 special shares.
- (c) Amalco may redeem the whole or any part of the Class F1 special shares on payment of the redemption amount for each share to be redeemed together with all dividends declared thereon and unpaid. In case a part only of the

then outstanding Class F1 special shares is at any time to be redeemed the shares so to be redeemed shall be selected by lot in such manner as the directors in their discretion shall decide or, if the directors so determine, may be redeemed pro rata, disregarding fractions, and the directors may make such adjustments as may be necessary to avoid the redemption of fractional parts of shares.

- (d) The Class F1 special shares shall be retractable at the option of the holder at any time, and from time to time forthwith on notice in writing being given by the holder to Amalco; in which case Amalco shall redeem the Class F1 special shares upon payment of the redemption amount, together with any dividends declared thereon and unpaid and no more.
- (e) The redemption amount for each Class F1 special share shall, subject to subparagraph (f) hereof, have a value for purposes of declaring dividends, redemption, retraction, or on liquidation, dissolution or winding up of Amalco, equal to the fair market value of the assets or consideration received by Amalco in exchange for the subject shares, at the time of issue, as determined by the board of directors of Amalco. The redemption amount shall be fixed at the time of issue and cannot be changed thereafter except pursuant to the provisions of subparagraph (f) hereafter.
- (f) In the event that the Canada Revenue Agency or some other competent taxing authority or court, dispute, challenge, or successfully argue that the fair market value of the assets or consideration received by Amalco in exchange for the subject shares is other than that fixed in subparagraph (e) hereof, then the directors of Amalco shall be empowered to adjust nunc pro tunc the said redemption amount accordingly, and to fix a different redemption amount pursuant to any determination by, or consultation with, such taxing authority or court.
- (g) In the event of the liquidation, dissolution or winding up of Amalco, whether voluntary or involuntary, the holders of the Class F1 special shares shall be entitled to receive, before any distribution of any part of the assets of Amalco among the holders of any other shares, the redemption amount for each Class F1 special share and any dividends declared thereon and unpaid and no more.
- (h) Subject to the Act, the holders of the Class F1 special shares shall not be entitled to vote at any meetings of the shareholders of Amalco but shall be entitled to notice of meetings of shareholders called for the purpose of authorizing the dissolution of Amalco or the sale of its undertaking or a substantial part thereof.
- (i) The foregoing provisions with respect to the Class F1 special shares, the provisions of this paragraph and the provisions of subparagraph (g) hereof

may be repealed, altered, modified or amended by articles of amendment, but only with the approval of the holders of the Class F1 special shares given as hereinafter specified in addition to any other approval required by the Business Corporation Act, R. S. O. 1990 (Ontario) as the same may from time to time be in force or any successor corporations statute of the Province of Ontario (the "Act").

- (j) The approval of the holders of the Class F1 special shares as to any and all matters referred to herein may be given by special resolution sanctioned at a meeting of holders of Class F1 special shares duly called and held upon at least ten (10) days' notice at which the holders of at least a majority of the outstanding Class F1 special shares are present or represented by proxy and carried by the affirmative votes of the holders of not less than two-thirds of the Class F1 special shares represented and voted at such meeting cast on a poll. On every poll taken at every such meeting every holder of Class F1 special shares shall be entitled to one (1) vote in respect of each Class F1 special share held.

3) Class V Special Shares

The Class V special shares shall have attached thereto the following designations, rights, privileges, restrictions and conditions:

- (a) The Class V special shares shall rank in regards to return of capital, in priority to the Class A common shares of Amalco but shall not confer any further right to participate in profits or assets.
- (b) The holders of the Class V special shares shall not be entitled to receive dividends.
- (c) Amalco may redeem the whole or any part of the Class V special shares on payment of the redemption amount for each share to be redeemed of the amount paid up thereon. In case a part only of the then outstanding Class V special shares is at any time to be redeemed the shares so to be redeemed shall be selected by lot in such manner as the directors in their discretion shall decide or, if the directors so determine, may be redeemed pro rata, disregarding fractions, and the directors may make such adjustments as may be necessary to avoid the redemption of fractional parts of shares.
- (d) The Class V special shares shall be retractable at the option of the holder at any time, and from time to time forthwith on notice in writing being given by the holder to Amalco; in which case Amalco shall redeem the Class V special shares upon payment of the redemption amount.
- (e) The redemption amount for each Class V special share shall, subject to

subparagraph (f) hereof, for purposes of redemption, retraction, or on liquidation, dissolution or winding up of Amalco, have a value of one (\$0.01) cent.

- (f) In the event that the Canada Revenue Agency or some other competent taxing authority or court, dispute, challenge, or successfully argue that the fair market value of the assets or consideration received by Amalco in exchange for the subject shares is other than that fixed in subparagraph (e) hereof, then the directors of Amalco shall be empowered to adjust nunc pro tunc the said redemption amount accordingly, and to fix a difference redemption amount pursuant to any determination by, or consultation with, such taxing authority or court.
- (g) In the event of the liquidation, dissolution or winding up of Amalco, whether voluntary or involuntary, the holders of the Class V special shares shall be entitled to receive, before any distribution of any part of the assets of Amalco among the holders of the Class A common, the redemption value for each Class V special share and no more.
- (h) The holders of the Class V special shares shall be entitled to receive notice of and to attend and vote at all meetings of the shareholders of Amalco and each Class V special share shall confer the right to one (1) vote in person or by proxy at all meetings of shareholders of Amalco.
- (i) The foregoing provisions with respect to the Class V special shares, the provisions of this paragraph and the provisions of subparagraph (j) hereof may be repealed, altered, modified or amended by articles of amendment, but only with the approval of the holders of the Class V special shares given as hereinafter specified in addition to any other approval required by the Act.
- (j) The approval of the holders of the Class V special shares as to any and all matters referred to herein may be given by special resolution sanctioned at a meeting of holders of Class V special shares duly called and held upon at least ten (10) days' notice at which the holders of at least a majority of the outstanding Class V special shares are present or represented by proxy and carried by the affirmative votes of the holders of not less than two-thirds of the Class V special shares represented and voted at such meeting cast on a poll. On every poll taken at every such meeting every holder of Class V special shares shall be entitled to one (1) vote in respect of each Class V special share held.

4) Transfer Restrictions

The right to transfer shares of Amalco shall be restricted in that no shareholder shall be entitled to transfer any share or shares without either:

- (a) the previous consent of the directors of Amalco expressed by a resolution passed by the board of directors or by an instrument or instruments in writing signed by a majority of the directors; or
- (b) the previous consent of the holders of at least 51% of the common shares for the time being outstanding expressed by a resolution passed by the shareholders or by an instrument or instruments in writing signed by such shareholders.

REDACTED

SHARE PURCHASE AGREEMENT

This Share Purchase Agreement (this "**Agreement**"), dated as of February 26, 2016, is among GX Technology Canada Ltd., an Alberta corporation (the "**Purchaser**"), Daniel G. Martin, a resident of Woodstock, Ontario, in his capacity as "**Seller Representative**" (as defined in Section 9.8(a)), and those Persons whose names are set forth under the heading "Sellers" on the signature pages hereto (each a "**Seller**" and collectively, the "**Sellers**"). The Sellers, Seller Representative and the Purchaser are referred to herein collectively as the "**Parties**" and individually as a "**Party**." Capitalized terms not otherwise defined herein shall have the meanings given such terms in Article I.

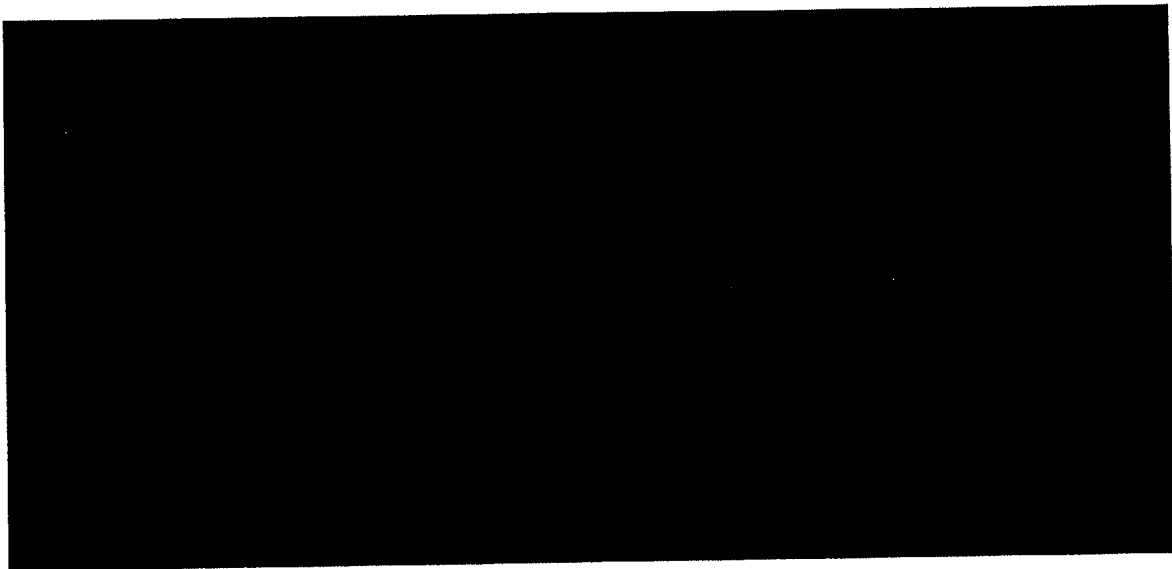
RECITALS

The Sellers collectively own and hold all of the issued and outstanding Capital Shares of each of Global Dynamics Incorporated ("**GDI**"), and 2366595 Ontario Inc. ("**595 Ontario**"), both Ontario corporations (each an "**Existing Company**" and collectively, the "**Existing Companies**"), owned in identical shares by the Sellers as shown on the Capitalization Schedule. The Parties desire to enter into certain transactions under which (i) GDI and 595 Ontario will be amalgamated under the laws of Ontario into a single corporation governed by the laws of Ontario (the "**Amalgamated Company**"), [REDACTED] and (iii) the Sellers shall sell to the Purchaser, and the Purchaser shall purchase and acquire from the Sellers, all of the issued and outstanding Capital Shares of the Amalgamated Company (collectively, the "**Acquired Shares**"), all on the terms and subject to the conditions set forth in this Agreement. The Existing Companies and the Amalgamated Company are sometimes individually referred to as a "**Company**" and together as the "**Companies**," as the context requires.

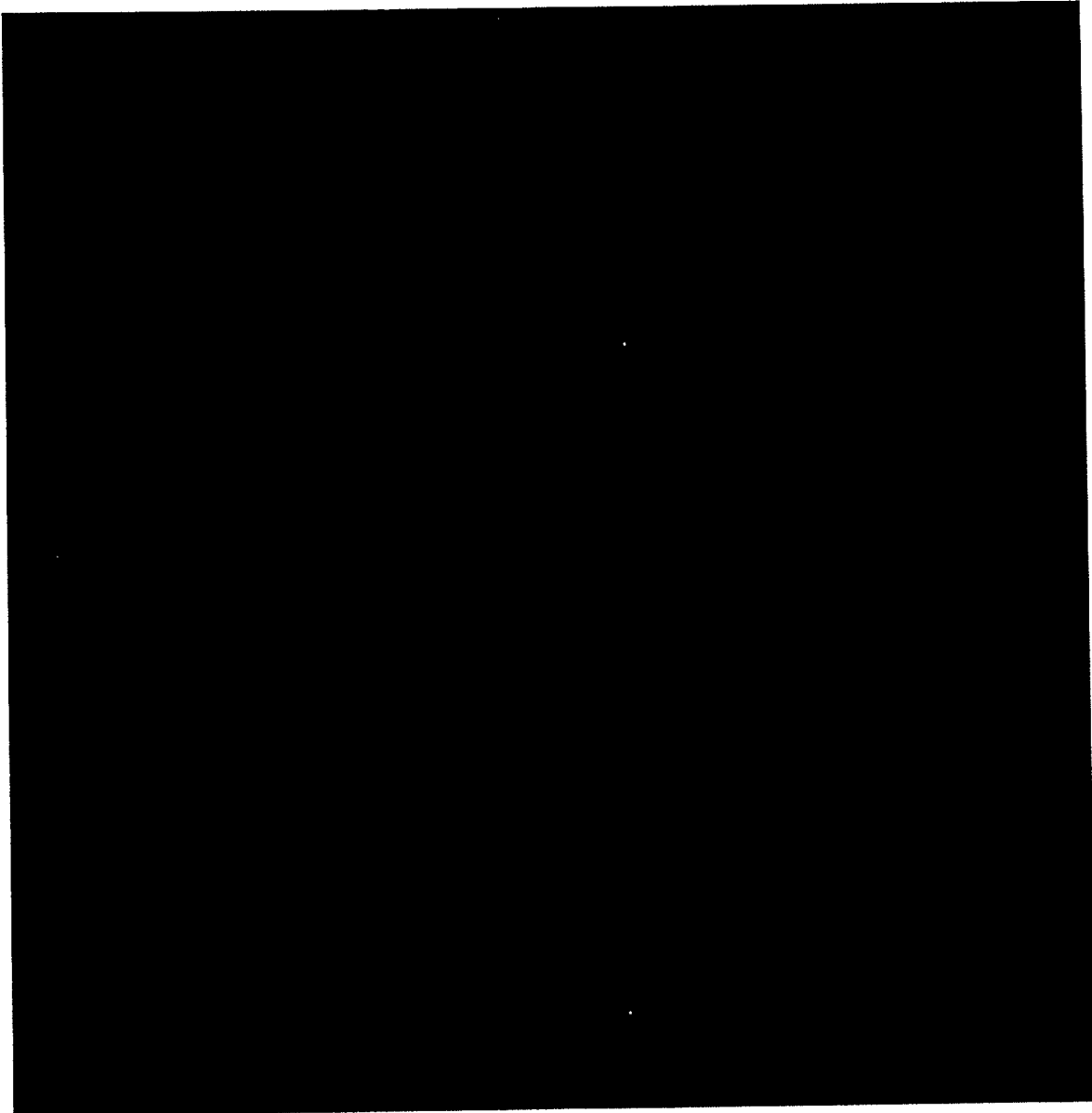
NOW, THEREFORE, in consideration of the promises and of the mutual representations, warranties, and covenants which are to be made and performed by the respective Parties, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS



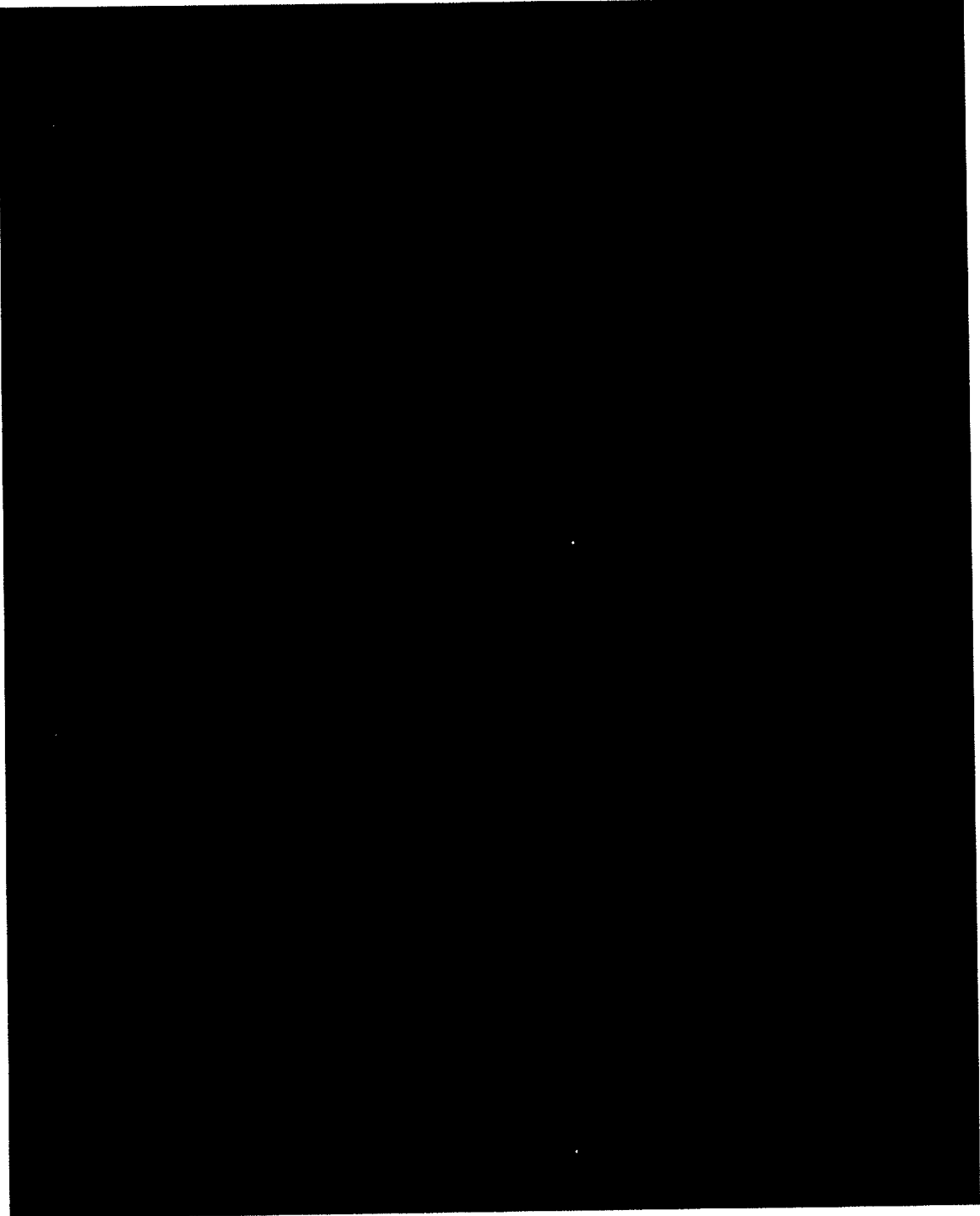
REDACTED



“Proprietary Rights” shall mean all of the following in any jurisdiction throughout the world: (i) inventions (whether or not patentable or reduced to practice), including all patents and patent disclosures reissues, divisions, continuations, continuations-in-part, renewals, improvements, translations, derivatives, modifications, extensions and renewals of any of the foregoing; (ii) trademarks (whether or not registered), including service marks, trade dress, trade names, corporate names, logos and slogans (and all translations, adaptations, derivations and combinations of the foregoing) and Internet domain names, together with all goodwill associated with each of the foregoing; (iii) copyrights (whether or not registered), copyrightable works and industrial designs (whether or not registered); (iv) registrations and applications for any of the foregoing; (v) trade secrets, confidential information, know-how and; (vi) computer software (including but not limited to source code, executable code, data, databases and documentation); and (vi) all other intellectual property, including all rights of property, right to file,

REDACTED

defend, prosecute, bring causes of actions, make claims, settle, receive damages, maintain, renew, assign, license and enforce, and rights to royalties, profits, income and proceeds, relating to any of the foregoing.



REDACTED

ARTICLE II

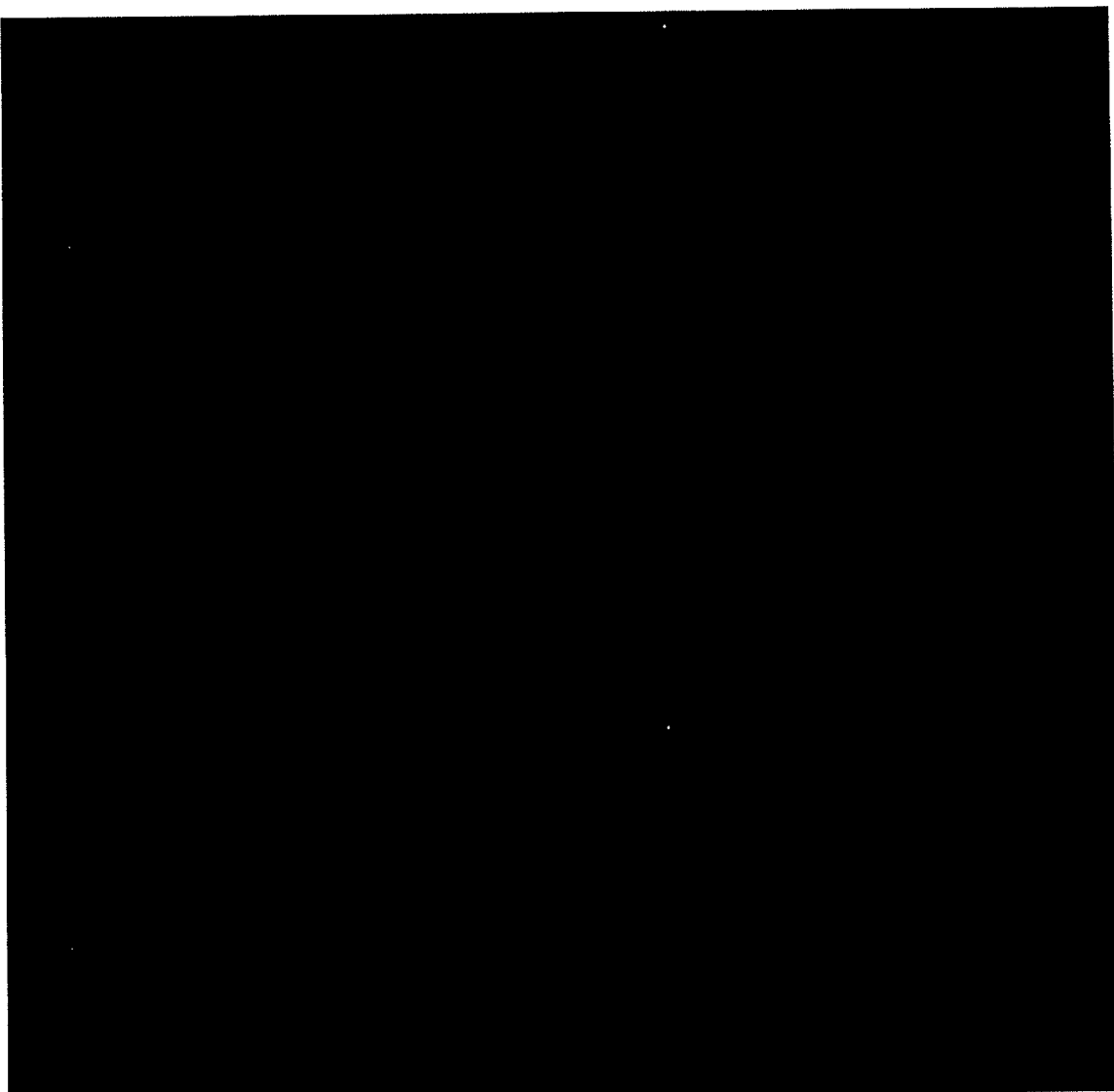
THE CLOSING TRANSACTIONS

the Sellers shall cause the Existing Companies to be amalgamated under the *Ontario Business Corporations Act* in accordance with the articles of amalgamation and associated instruments attached hereto as Exhibit C (the "Amalgamation"), as a result of which (i) a new Ontario corporation (the Amalgamated Company herein) shall formed from the Amalgamation under the name "SailWings Canada Limited,"

and (iii) the Amalgamated Company shall thereupon succeed to all of the assets, rights and properties of each Existing Company.

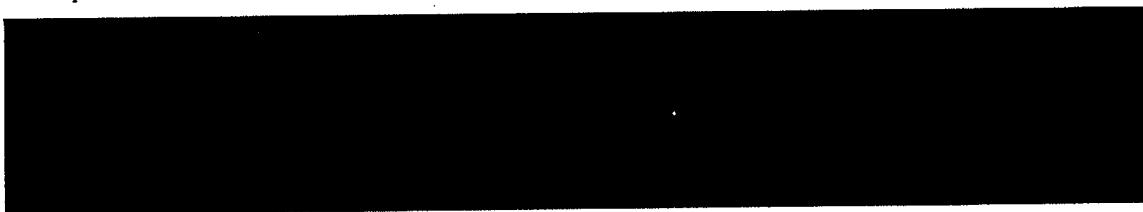
On the basis of the representations, warranties, covenants, and agreements herein, and subject to the satisfaction or waiver of the conditions set forth herein and the terms hereof, at the Closing, the Purchaser shall purchase from the Sellers, and the Sellers shall sell and transfer to the Purchaser, the Acquired Shares, free and clear of any Liens, for a purchase price ("Purchase Price") equal to United States Dollars (USD

REDACTED



3.9 Proprietary Rights.

(a) The Proprietary Rights Schedule attached hereto sets forth a complete and correct list of all of the (i) registrations, issuances, and pending applications for Proprietary Rights that are owned by Companies, including all patents, trademarks, copyrights, industrial designs, Internet domain names, and applications for any of the foregoing; and (ii) unregistered Proprietary Rights that are owned by Companies.



REDACTED

[REDACTED]

(d) Each Company owns and possesses free and clear of all Liens, all right, title, and interest in and to the Proprietary Rights owned by such Company as set forth on the Proprietary Rights Schedule, [REDACTED]

[REDACTED] (collectively, the "Company Proprietary Rights"),

[REDACTED]

(g) Following the Closing Date, the Company Proprietary Rights will be owned by or available for use by the Amalgamated Company on terms and conditions identical to those under which each Company owned or used the Company Proprietary Rights immediately prior to the Closing, and without the payment of any additional amounts or consideration other than ongoing fees, royalties or payments that any Company would otherwise be required to pay.


(h) Neither consummation of [REDACTED] nor of the Amalgamation as contemplated herein shall cause any impairment or irregularity in the valid ownership and title of the Proprietary Rights by the Amalgamated Company from and after the Closing.

[REDACTED]

The Parties have executed this Share Purchase Agreement as of the date first set forth above.

PURCHASER:

GX TECHNOLOGY CANADA LTD.

By: 
Name: JAMEY S. SEELY
Its: Director and Secretary

SELLER REPRESENTATIVE:

DANIEL G. MARTIN

SELLERS:

DANIEL G. MARTIN

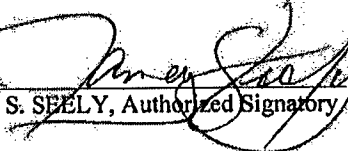
JO-ANN MARTIN

THE DANIEL AND JO-ANN MARTIN
FAMILY TRUST

By: _____
DANIEL G. MARTIN, Trustee

ION INTERNATIONAL S.A.R.L., a limited liability company organized under the laws of The Grand-Duchy of Luxembourg and the corporate parent of GX Technology Canada Ltd., the "Purchaser" herein, hereby joins in the execution of this Share Purchase Agreement to evidence its unconditional and irrevocable GUARANTEE of all obligations of the Purchaser hereunder.

ION INTERNATIONAL S.A.R.L.

By: 
JAMEY S. SEELY, Authorized Signatory

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GX TECHNOLOGY CANADA LTD.

By: _____
Name: JAMEY S. SEELY
Its: Director and Secretary

SELLER REPRESENTATIVE:


DANIEL G. MARTIN

SELLERS:


DANIEL G. MARTIN

JO-ANN MARTIN

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ION INTERNATIONAL S.A.R.L.

By _____
JAMEY S. SEELY, Authorized Signatory

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PURCHASER:

GX TECHNOLOGY CANADA LTD.

By: _____
Name: JAMEY S. SEELY
Its: Director and Secretary

SELLER REPRESENTATIVE:

DANIEL G. MARTIN

SELLERS:

DANIEL G. MARTIN


JO-ANN MARTIN

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ION INTERNATIONAL S.A.R.L.

By _____
JAMEY S. SEELY, Authorized Signatory

REDACTED

SCHEDULE N
PROPRIETARY RIGHTS
GLOBAL DYNAMICS INCORPORATED
PATENT PORTFOLIO





| OUR FILE | COUNTRY | TITLE | APPLICATION OR PATENT NUMBER | FILING DATE | STATUS |
|----------|---------------|--------------------------|------------------------------|--|--|
| AA0572-1 | CANADA | STEERABLE FAIRING STRING | 2,856,316 | Oct. 26, 2012 (based on PCT/CA2012/000996 filed Oct. 26, 2012) | PENDING: Next Actions: 1. Maint. fees due annually on Oct 26 th NEXT DUE; OCT. 26, 2016 2. Request for Examination due Oct. 26, 2017 |
| AA0572-2 | UNITED STATES | STEERABLE FAIRING STRING | 14/353,075 | April 21, 2014 (based on PCT/CA2012/000996 filed Oct. 26, 2012) | PUBLISHED - PENDING Awaiting Examination No action due |
| AA0572-3 | AUSTRALIA | STEERABLE FAIRING STRING | 2102327836 | Oct. 26, 2012 (based on PCT/CA2012/000996 filed Oct. 26, 2012) | GRANTED: November 13, 2014 Next Action: Annuities due: October 26 th Next Renewal: October 26, 2016 Expires: Oct. 26, 2032 |

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|----------|--------------------------------|--|---|---|---|
| AA0572-4 | BRAZIL | STEERABLE FAIRING STRING | BR 11 2014 009917 0 | April 25, 2014 (based on PCT/CA2012/ 000996 filed Oct. 26, 2012) | PENDING Examination Requested Maintenance fees due annually NEXT DUE: Between Oct. 26, 2016 and January 26, 2017 |
| AA0572-5 | EUROPE | STEERABLE FAIRING STRING | 12 844 247.2 | May 21, 2014 (based on PCT/CA2012/ 000996 filed Oct. 26, 2012) | PENDING Examined: Response due by April 2, 2016 |
| 942643-6 | DENMARK | STEERABLE FAIRING STRING | PA 2014 00278 | May 22, 2014 (based on PCT/CA2012/ 000996 filed Oct. 26, 2012) | PENDING: Examined: Response due by February 10, 2016 Response filed by Danish Associates February 8, 2016 |
| AA0876 | UNITED STATES | RIGGING CONFIGURATION FOR A COMMERCIAL FISHING TRAWL | Provisional Application No. 62/114,771 | Feb. 11, 2015 | DUE FOR REGULARIZATION: February 11, 2016 DONE Regularized in PCT |
| AA0863 | UNITED STATES | SEGMENTED FOIL DIVERTOR | Provisional Application No. 62/087,883 | Dec. 5, 2014 | DUE FOR REGULARIZATION December 5, 2015 DONE Regularized in PCT and United States |
| AA0863 | UNITED STATES | SEGMENTED FOIL DIVERTOR | US Application No. 14/959,009 | Dec. 4, 2015 | PENDING: No Action due |
| AA0863 | (PCT) International | SEGMENTED FOIL DIVERTOR | PCT/CA2015/ 000593 | Dec. 4, 2015 | NATIONAL PHASE ENTRY DEADLINE: JUNE 5, 2017 |
| AA0863 | United States | RIBBON-FOIL DEPRESSOR | Filing Receipt not yet received. US Application No. 62/295,561 | Feb. 16, 2016 | PENDING REGULARIZATION DUE BY: FEBRUARY 16, 2017 |

REDACTED

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|--------|------------------------|--|---|---------------|---|
| AA0876 | (PCT) International | RIGGING CONFIGURATION FOR A COMMERCIAL FISHING TRAWL | Filing Receipt. PCT/CA2016/ 000034 | Feb. 11, 2016 | PENDING NATIONAL PHASE ENTRY DEADLINE: AUGUST 11, 2017 |
|--------|------------------------|--|---|---------------|---|

The Sellers confirm:



(iv) GDI owns the Proprietary Rights, free and clear of Liens.