

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4695661

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	TARTAN CONTROLS INC.	02/28/2017
RECEIVING PARTY DATA		
Name:	EASTAR PREMIUM PIPE INC.	
Street Address:	903 8TH AVE SW	
Internal Address:	ROOM 908	
City:	CALGARY	
State/Country:	CANADA	
Postal Code:	T2P 0P7	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	7520340
CORRESPONDENCE DATA		
Fax Number:		
<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:	(720) 931-3086	
Email:	boulderip@lathropgage.com, twilson@lathropgage.com	
Correspondent Name:	MICHAEL CURTIS	
Address Line 1:	LATHROP GAGE LLP	
Address Line 2:	2440 JUNCTION PLACE, SUITE 300	
Address Line 4:	BOULDER, COLORADO 80301	
ATTORNEY DOCKET NUMBER:	180-001: 536425	
NAME OF SUBMITTER:	MICHAEL CURTIS	
SIGNATURE:	/michaelcurtisREG54053/	
DATE SIGNED:	11/17/2017	
Total Attachments: 7		
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THIS INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT made as of the 28th day of February, 2017, at 12:01 a.m.

BETWEEN:

PRICEWATERHOUSECOOPERS INC., in its capacity as receiver of **TARTAN CONTROLS INC.**
(the "**Company**") and not in its personal or corporate capacity

(the "**Vendor**")

- and -

EASTAR PREMIUM PIPE INC. a corporation incorporated
under the laws of the Province of Alberta
(the "**Purchaser**")

WHEREAS:

A. The Companies operates the integrated engineering, manufacturing and service business related to down-hole drilling tools in the oil and gas market (the "**Business**"). The definition of "**Business**" as used in this Agreement is identical to the definition of "**Business**" in the Purchase Agreement (hereafter defined) as set forth above. The Purchase Agreement defined the phrase "**Related to the Business**" to mean "used in, arising from or otherwise related to the Business or any part thereof." Where used in this Agreement, "**Related to the Business**" shall have the identical meaning as that phrase has in the Purchase Agreement.

B. The Vendor and the Purchaser are party to a Purchase and Sale Agreement dated January 31, 2017, (as may be amended, restated, supplemented or modified from time to time, the "**Purchase Agreement**").

C. The Purchase Agreement and the transactions contemplated therein have been approved by way of decision of the Honourable Justice R.P. Bezil on February 14, 2017, an Order with respect to which was issued on February 14, 2017 (the "**Order**").

D. Pursuant to the Purchase Agreement, the Vendor agreed to transfer, sell and assign to the Purchaser and the Purchaser agreed to purchase from the Vendor, the Purchased Assets as more particularly defined in the Purchase Agreement.

E. The Purchased Assets include the Purchased Intellectual Property which the Purchase Agreement defined to mean "the Intellectual Property, including the Intellectual Property listed on Appendix "III" to Schedule "B". Appendix "III" to Schedule "B" to the Purchase Agreement is, in form and content, substantively equivalent to Appendix "A" of this Agreement and, where used in this Agreement, Purchased Intellectual Property shall mean the Intellectual Property (hereafter defined), including the Intellectual Property listed on Appendix "A" (the "**Purchased Intellectual Property**"). The Purchase Agreement defined Intellectual Property to mean "all intellectual property and industrial property Related to the Business, throughout the world, whether or not registerable, patentable or otherwise formally protectable, and whether or not registered, patented, otherwise formally protected or the subject matter of a pending application for registration, patent or any other formal protection, including all (a) trade-marks, corporate names and business names, (b) inventions, (c) works and subject matter in which copyright, neighbouring rights or moral rights subsist, (d) industrial designs, (e) patents, know-how, trade secrets, proprietary information,

confidential information and information of a sensitive nature that have value to the Business or relate to business opportunities for the Business, in whatever form communicated, maintained or stored, (f) telephone numbers and facsimile numbers, (g) registered domain names, email addresses, and websites, (h) social media accounts and usernames and other internet identities and all account information relating thereto; (i) standard operating procedures; and (j) any other samples, data, models, records, and databases Related to the Business in any formats or media whatsoever" and, where used in this Agreement, Intellectual Property shall have the identical meaning.

F. The Purchase Agreement contemplates the execution and delivery of an assignment and assumption agreement in respect of the purchase and sale of the Purchased Intellectual Property.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that, in consideration of the mutual covenants and agreements herein contained, and for good and valuable consideration, the receipt and sufficiency of which is by each of the Parties hereby acknowledged, the Parties hereto agree as follows:

1. The capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Purchase Agreement.
2. The Parties acknowledge and agree that the Purchased Intellectual Property includes, without limitation and for greater certainty, all of the Intellectual Property set forth in Appendix "A" to this Agreement and any and all divisional applications, reissues, continuations or continuations-in-part thereof, regardless of whether they are identified in Appendix "A" and any and all applications filed or patents issued for the Purchased Intellectual Property, regardless of whether they are identified in Appendix "A".
3. The Vendor hereby sells, assigns, conveys and transfers to the Purchaser on an "as is, where is" basis without any recourse, warranty or representation of any kind all of its worldwide rights, title, benefits and interests in, to and under the Purchased Intellectual Property and any and all divisional applications, reissues, continuations or continuations-in-part thereof, including, without limitation, all applications filed or which may hereafter be filed for the Purchased Intellectual Property in any country or countries, together with the right to file such applications and right to claim for the same the priority rights derived from said application under the International Convention for the Protection of Industrial Property, any other international agreement and/or the domestic laws of the country in which any such application is filed and any and all letters patent which may issue from the Purchased Intellectual Property.
4. The Purchaser will have and hold the Purchased Intellectual Property hereby sold, assigned, transferred and conveyed and all right, title and interest of the Companies thereto and therein.
5. This Agreement may not be modified or amended except by instrument in writing signed by the Parties hereto.
6. Each Party shall from time to time hereafter, at the reasonable request of the other Party, do all such further acts and execute and deliver all such further documents as shall be reasonably required in order to fully perform and carry out the terms hereof, provided that all costs of the Vendor incurred in compliance with its obligations under this Section 6 shall be for the account and at the expense of the Purchaser.

7. This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, administrators, predecessors, successors and permitted assigns. The Purchaser may assign its right and obligations under this Agreement to a party it will determine. Except as otherwise provided in this Agreement, no Party may assign any of such Party's rights or obligations under this Agreement to any other person without the prior written consent of the other Parties hereto.

8. In this Agreement, unless there is something in the subject matter or context inconsistent therewith:

- (a) words in the singular number include the plural and such words shall be construed as if the plural had been used;
- (b) words in the plural include the singular and such words shall be construed as if the singular had been used; and
- (c) words importing the use of any gender shall include all genders where the context or Party referred to so requires, and the rest of the sentence shall be construed as if the necessary grammatical and terminological changes had been made.

9. This Agreement is in addition to and not in replacement or substitution of the Purchase Agreement, and is not intended to supersede the Purchase Agreement or to vary, affect or effect a merger of any one of the terms thereof. This Agreement is entered into for the purpose only of effecting the conveyance, transfer and assignment of the Purchased Intellectual Property in the manner and on the terms set forth in the Purchase Agreement. This Agreement shall not be altered, modified or amended, in whole or in part, except by the express written authorization and consent of the Parties. In the event of any conflict between the provisions of the Purchase Agreement and the provisions of this Agreement, the provisions of the Purchase Agreement which survives the execution and delivery hereof, shall prevail.

10. Any waiver by any Party, whether express or implied, of any breach of any term, covenant or condition of this Agreement shall not constitute a waiver as to any subsequent breach of the same or of any other term, covenant or condition thereof. Failure of a Party to declare any breach upon the occurrence thereof, or any delay by any Party in taking action with respect to any breach, shall not waive any such breach.

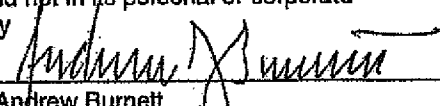
11. Time shall be of the essence hereof.

12. This Agreement 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 Alberta and the federal laws of Canada applicable therein and each Party hereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of such province and all courts competent to hear appeals therefrom.

13. This Agreement may be executed in any number of counterparts and may be signed by facsimile or other means of electronic communication producing a printed copy, each of which so signed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument and, notwithstanding the date of execution shall be deemed to bear the date first written above.

IN WITNESS WHEREOF the Parties have duly executed this Agreement effective as of February 28, 2017.


Witness

) PRICEWATERHOUSECOOPERS INC., in its
) capacity as receiver of TARTAN CONTROLS
) INC, and not in its personal or corporate
) capacity
) Per: 
) Andrew Burnett
) Vice President, Consulting & Deals

WITNESS DECLARATION

I, JOANNE ROUSSEAU, hereby declare that I did witness Andrew Burnett, who is personally known to me, execute the attached intellectual property assignment and assumption agreement at EDMONTON, ALBERTA, Canada, this 28 day of FEBRUARY, 2017.

Witness

Per:

Name: Richard (Hong) Li

Title: President

Yue (Roger) Song
Barrister and Solicitor

WITNESS DECLARATION

I, _____, hereby declare that I did witness Richard (Hong) Li, who is personally known to me, execute the attached intellectual property assignment and assumption agreement at Calgary, Alberta, Canada, this 28th day of February, 2017.

Appendix "A"

TO THE INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT BETWEEN PRICEWATERHOUSECOOPERS INC. AS THE VENDOR IN ITS CAPACITY AS RECEIVER OF TARTAN CONTROLS INC. AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY AND EASTAR PREMIUM PIPE INC. AS THE PURCHASER MADE AS OF THE 28TH DAY OF FEBRUARY, 2017

Purchased Intellectual Property

(a) Patents Owned by Tartan Controls Inc. (TCI)

TCI File No.	Application/ Patent No.	Title	Country	Status
	App. No 2,874,639	Axially Amplified Pulsing Tool	CA	Filing Date: December 11, 2014 Application currently pending
1359-3CA	App. No. 2272798 Pat. No. 2272798	Method of Earth Drilling Using a Sealed Downhole Bearing Assembly, Method of Sealing a Downhole Bearing Assembly and a Downhole Bearing Assembly	CA	Filing Date: May 28, 1999 Issued May 17, 2008
1359-5US	App. No. 11/297,956 Pat. No. 7,520,340	Method of Avoiding the Need for a Scraper Run in Drill out Operations and a Downhole Drilling Motor Assembly	US	Filing Date: December 19, 2005 Issued April 21, 2009
1359-5CA	App. No. 2,487,380 Pat. No. 2,487,380	Method of Avoiding the Need for a Scraper Run in Drill out Operations and a Downhole DRILLING Motor Assembly	CA	Filing Date: December 10, 2004 Issued: February 19, 2013
	Pat. No. 2269145	Downhole Universal Joint Assembly	CA	Filing Date: April 16, 1999 Issued: July 5, 2005
	Pat. No. 2237309	Method and Apparatus for Controlling Reactive Torque on a Drill String while Drilling	CA	Filing Date: May 8, 1998 Issued: June 22, 1999

(b) Trade-Mark Owned by TCI

Country	Trade-mark	Status	Goods and Services	Recorded Owner
CA	Tartan Completions Drilling Services	App 12-JAN-2015 App 1710797 Allowed (Pending)	(1) Oilfield drilling and completion services.	Tartan Controls Inc. 4003 - 53 Avenue Edmonton ALBERTA T6B 3R5

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