504897372 05/03/2018

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4944115

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
DON GETZLAF	04/11/2018
JOHN EDWARD RAVENSBERGEN	04/12/2018
BROCK GILLIS	04/12/2018

RECEIVING PARTY DATA

Name:	NCS MULTISTAGE INC.	
Street Address:	11929 - 40 STREET SE	
Internal Address:	UNIT 222	
City:	CALGARY	
State/Country:	CANADA	
Postal Code:	T2Z 4M8	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15068282

CORRESPONDENCE DATA

Fax Number: (416)362-0823

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.

Phone: 416-868-1482

Email: lambrose@ridoutmaybee.com
Correspondent Name: RIDOUT & MAYBEE LLP
Address Line 1: 250 UNIVERSITY AVENUE

Address Line 2: 5TH FLOOR

Address Line 4: TORONTO, CANADA M5H 3E5

ATTORNEY DOCKET NUMBER:	52605-3042
NAME OF SUBMITTER:	MARK SAJEWYCZ
SIGNATURE:	/Mark Sajewycz/
DATE SIGNED:	05/03/2018

Total Attachments: 6

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PATENT 504897372 REEL: 045703 FRAME: 0251

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PATENT REEL: 045703 FRAME: 0252

ASSIGNMENT OF PATENT RIGHTS

WHEREAS, (1) GETZLAF, Don (2) RAVENSBERGEN, John Edward (3) GILLIS, Brock, whose complete addresses are, respectively, (1) c/o NCS MULTISTAGE INC., 222, 11929 – 40 Street SE, Calgary, AB T2Z 4M8, Canada (2) c/o NCS MULTISTAGE INC., 222, 11929 – 40 Street SE, Calgary, AB T2Z 4M8, Canada, (3) c/o NCS MULTISTAGE INC., 222, 11929 – 40 Street SE, Calgary, AB T2Z 4M8, Canada, (hereinafter collectively referred to as the ("ASSIGNORS") have invented certain new and useful improvements in an invention entitled

ELECTRICALLY ACTUATED DOWNHOLE FLOW CONTROL APPARATUS

such invention (the "Invention") being described in United States Provisional Application No. 62/132,241, filed on March 12, 2015; United States Provisional Application No. 62/160,282, filed on May 12, 2015; International Application No. PCT/CA2016/000068, filed on March 11, 2016; United States Patent Application No. 15/068,282, filed on March 11, 2016; Canadian Patent Application No. 2923662, filed on March 14, 2016; European Patent Application No. 16760953.6, filed on March 11, 2016; and in Argentina Application No. 20160100664, filed on March 14, 2016 (the "Patent Applications").

AND WHEREAS NCS MULTISTAGE INC., having a place of business at 222, 11929 – 40 Street SE, Calgary, AB T2Z 4M8, Canada, (hereinafter referred to as the ("ASSIGNEE") is desirous of acquiring any and all right, title and interest of the ASSIGNORS in and to the Invention and any and all right, title and interest of the ASSIGNORS in and to the Patent Applications, inclusive of any and all priority rights derived therefrom and in and to any and all Letters Patent to be granted for the Invention;

AND WHEREAS the ASSIGNORS desire to make the assignment to the ASSIGNEE on the terms and conditions contemplated herein;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the ASSIGNORS confirm and agree as follows:

- 1. Each one of the ASSIGNORS hereby confirms that he has sold, assigned, transferred, conveyed and set over to the ASSIGNEE, and to the ASSIGNEE'S successors, assigns, nominees or other legal representatives, and, for greater certainty, does hereby irrevocably sells, assigns, transfers, conveys and sets over unto the ASSIGNEE and to the ASSIGNEE'S successors, assigns, nominees, or other legal representatives, all of his respective right, title and interest in and for the United States, Canada and all other countries and jurisdictions in and to:
 - (a) the Patent Applications inclusive of any and all priority rights derived therefrom;
 - (b) the Invention, to the extent that such ASSIGNOR has any right, title and interest therein;
 - (c) any and all Letters Patent and issues thereof which may be granted upon the Patent Applications, including reissues, re-examinations, or extensions in said Letters Patent:

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- (d) any and all Letters Patent which may be issued upon any and all substitutes, divisions, or continuations of the Patent Applications, including reissues, reexaminations, or extensions in said Letters Patent; and
- (e) any and all Letters Patent and issues thereof which may be granted throughout the world for the Invention, including reissues, re-examinations, or extensions in said Letters Patent;

the same to be held and enjoyed by the ASSIGNEE for its own use and behalf, and for the use and behalf of its successors, assigns, nominees, or other legal representatives to the full end of the term or terms for which said Letters Patent and reissues thereof may be granted as fully and entirely as the same would have been held and enjoyed by them had this assignment and sale not been made.

- 2. Each one of the ASSIGNORS hereby upon behalf of himself and his heirs, executors and administrators, does hereby covenant and agree to do all such lawful acts and things and to execute and deliver without further consideration such further lawful assignments, instruments, assurances, applications and other documents as may reasonably be required by such ASSIGNEE, or by its successors, assigns, nominees, or other legal representatives to obtain each and every one of said Letters Patent and vest or secure the same in the ASSIGNEE, and in the ASSIGNEE'S successors, assigns, nominees or other legal representatives, including reissues, re-examinations, or extensions thereof.
- 3. Each one of the ASSIGNORS hereby authorizes and requests The Commissioner of Patents or any equivalent position thereto to issue each and every one of said Letters Patent to the ASSIGNEE as the assignee of the entire right, title and interest therein in accordance with this assignment, and to the ASSIGNEE'S successors, assigns, nominees, or other legal representatives.
- 4. This assignment shall ensure for the benefit of the ASSIGNEE and its successors, assigns, nominees, or other legal representatives and shall be binding upon each one of the ASSIGNORS and its successors, assigns, nominees, or other legal representatives.
- 5. Each one of the ASSIGNORS hereby irrevocably appoints the ASSIGNEE as such ASSIGNOR'S attorney-in-fact, with full authority in the place and instead of such ASSIGNOR making the appointment and in the name of such ASSIGNOR, by the ASSIGNEE or otherwise, from time to time in the ASSIGNEE'S discretion, upon such ASSIGNOR'S failure or inability to do so, to take any action and to execute any instrument which the ASSIGNEE may deem necessary or advisable to accomplish the purposes of this assignment including, without limitation, to modify, in its sole discretion, this assignment without first obtaining such ASSIGNOR'S approval of or signature to such modification and to make any filings as appropriate, to effect the full and complete assignment as contemplated hereunder.
- 6. If any covenant or provision, or portion thereof, of this assignment is determined to be void or unenforceable, such void or unenforceable covenant or provision, or portion thereof, is hereby conceded to be severable from the balance of this assignment; and such a determination shall not, in any event, affect or impair the validity of the balance of the covenant or provision, nor shall it affect or impair the validity of any other covenant or provision herein contained.

7. The Assignment may be executed in counterparts, all of which shall be considered one and the same assignment. This Assignment shall be effective to transfer an ASSIGNOR'S entire right, title, interest, property, and benefit to ASSIGNEE upon execution of this Assignment by such ASSIGNOR, regardless of whether any other Assignor executed this Assignment.

IN WITNESS WHEREOF, this assignment has been executed below by the undersigned:

Date: April 1, 2018 Don GETZLAF		
STATEMENT BY WITNESS		
ι, <u>χοχαίνο Ελιστινείν</u> whose full Post Office Address is		
222, 11929-40 45 4200t-50 Calgary, AB TZE4M		
(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)		

IN WITNESS WHEREOF, this assignment has been executed below by the undersigned:

Date: April 12, 2018	John Edward RAVENSBERGEN	
STATEMENT BY WITNESS		
Roxens Shamon	whose full Post Office Address is	
222, 11929-40 the Street	SE, Palgary, AB TZZ4ME Vitness)	
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: 12,208 (Signature of Witness)		

IN WITNESS WHEREOF, this assignment has been executed below by the undersigned:

Date: 04/12/2018	BIH	
· (· · · · (· · · · · · · · · · · · ·	Brock GILLIS	
STATEMENT BY WITNESS		
1. Roxano Shannon	whose full Post Office Address is	
222, 11929-404 Skat, al	gory, AB T224118	
(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: 12, 20/8		
	(Signature of Witness)	

Hereby accepted on behalf of the assignee

Executed on this day of April 12 , 2018 at

Calgacy AB. CANADA.

(city, province, country)

NCS Multistage Inc.

vame menty Stronge

Title: President.