

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4959928

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	REMUDA ENERGY SOLUTIONS LTD.	10/20/2017
RECEIVING PARTY DATA		
Name:	2072677 ALBERTA LTD.	
Street Address:	1601, 333 - 11TH AVENUE S.W.	
City:	CALGARY	
State/Country:	CANADA	
Postal Code:	T2R 1L9	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15976619
CORRESPONDENCE DATA		
Fax Number:	(512)536-4598	
<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:	5124745201	
Email:	aoipdocket@nortonrosefulbright.com	
Correspondent Name:	NORTON ROSE FULBRIGHT US LLP	
Address Line 1:	98 SAN JACINTO BLVD.	
Address Line 2:	SUITE 1100	
Address Line 4:	AUSTIN, TEXAS 78701	
ATTORNEY DOCKET NUMBER:	GLAF.P0022US	
NAME OF SUBMITTER:	MONICA WOZNIAK	
SIGNATURE:	/MONICA WOZNIAK/	
DATE SIGNED:	05/14/2018	
Total Attachments: 5		
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GENERAL ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS AGREEMENT is made effective as of the 1st day of November, 2017 (the "**Effective Date**").

BETWEEN:

REMUDA ENERGY SOLUTIONS LTD., a body corporate incorporated pursuant to the laws of the Province of Alberta and having an office and carrying on business in the Town of Brooks, in the Province of Alberta (the "**Assignor**")

-and-

2072677 ALBERTA LTD., a body corporate incorporated pursuant to the laws of the Province of Alberta and having an office and carrying on business in the City of Calgary, in the Province of Alberta (the "**Assignee**")

(each of the Assignor and the Assignee a "**Party**" and together the "**Parties**")

WHEREAS the Assignee, as vendor, has entered into a Purchase and Sale Agreement dated October 20, 2017 to sell all of its assets to 2072677 Alberta Ltd. (the "**Purchase Agreement**");

AND WHEREAS the Purchase Agreement represents and warrants that Assignee is the owner and has the right to sell intellectual property as defined in the Purchase Agreement including but not limited to any the intellectual property described in Schedule "A attached hereto (the "**Intellectual Property**");

NOW THEREFORE, in consideration of the entering into of the Purchase Agreement, the sum of Ten Dollars (\$10.00), the premises and the respective covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. **Assignment.** The Assignor does hereby absolutely, irrevocably and unconditionally grant, sell, assign, transfer, convey and set over absolutely to the Assignee all of its interest in the Intellectual Property.
2. **Non-Assignment.** Nothing in this Agreement will be construed as an assignment of, or an attempt to assign to the Assignee any interest in the Intellectual Property which, as a matter of law or by its terms, are:

- (a) not assignable; or
- (b) not assignable without first obtaining the consent, approval, exemption or authorization of a third person which has not been obtained;

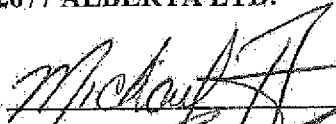
and if an attempted assignment would constitute a breach thereof or be unlawful, the Assignor, at its sole expense, shall use its best efforts to obtain any such required consent(s) as promptly as possible. If any such consent shall not be obtained or if any attempted assignment would be ineffective or would impair the Assignee's rights under any of the Intellectual Property so that the Assignee would not in effect acquire the benefit of all such rights, the Assignor, to the maximum extent permitted by law, shall act after the Effective Date as the Assignee's agent in order to obtain for the Assignee the benefits thereunder and shall cooperate, to the maximum extent permitted by law with the Assignee in any other reasonable arrangement designed to provide such benefits to the Assignee.


- 3. **Waiver.** The Assignor hereby irrevocably waives and agrees to waive all moral rights, author's rights or other similar rights in and to the Intellectual Property in favour of the Assignee to the extent they cannot be assigned to the Assignee.
- 4. **Acceptance of Assignment.** The Assignee hereby accepts the within assignment, transfer and conveyance to it of the Intellectual Property.
- 5. **Further Assurances.** Each of the Parties hereto do hereby covenant and agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement and the recordation in any government office or registry, all in accordance with the true intent of this Agreement.
- 6. **Enurement.** This Agreement shall be binding upon and shall enure to the benefit of the Parties and their respective successors and permitted assigns.
- 7. **Governing Law.** This Agreement shall, in all respects, be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein (without reference to conflicts of laws principles). Each Party hereto irrevocably submits to the non-exclusive jurisdiction of the courts of Alberta with respect to any matter arising hereunder or thereunder or relating hereto or thereto.
- 8. **Execution and Delivery.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to constitute one and the same instrument. Any such executed counterpart may be delivered by facsimile transmission or by email in PDF format and will be deemed to be an original document.

[Remainder of page intentionally left blank; Signature page follows]

IN WITNESS WHEREOF this Agreement has been executed by the Parties as of the Agreement Date.

2072677 ALBERTA LTD.

Per: 

Per: 
I/We have authority to bind the corporation

REMUDA ENERGY SOLUTIONS LTD.

Per: _____

Per: _____
I/We have authority to bind the corporation

IN WITNESS WHEREOF this Agreement has been executed by the Parties as of the Agreement Date.

2072677 ALBERTA LTD.

Per: _____

Per: _____

I/We have authority to bind the corporation

REMUDA ENERGY SOLUTIONS LTD.

Per:  _____

Per: _____

I/We have authority to bind the corporation

Signature Page to General Assignment of Intellectual Property

SCHEDULE A

to the General Assignment of Intellectual Property dated effective November 1st, 2017 between 2072677 Alberta Ltd. and Remuda Energy Solutions Ltd.

Patent

Patent Application No. 2,971,322 filed June 19, 2017 titled "Apparatus and Method For Cutting A Tubular" and all associated intellectual property.

Website: www.remudagroup.ca

Email anyone@remudagroup.ca

Use of Corporate Name "Remuda Energy Solutions"

Any other intellectual property owned by Assignor used in the business affairs of Assignee