

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5088035

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
SEQUENCE:	1	
CONVEYING PARTY DATA		
	Name	Execution Date
	PETRO MOTION INC.	07/05/2018
RECEIVING PARTY DATA		
Name:	PK INTERNATIONAL INC.	
Street Address:	2112, 222 RIVERFRONT AVENUE SW	
City:	CALGARY	
State/Country:	CANADA	
Postal Code:	T2P 0X2	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15101099
CORRESPONDENCE DATA		
Fax Number:	(416)362-0823	
<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:	416-868-1482	
Email:	ridbee@ridoutmaybee.com	
Correspondent Name:	DAVID HELLER	
Address Line 1:	250 UNIVERSITY AVE.	
Address Line 2:	5TH FLOOR	
Address Line 4:	TORONTO, CANADA M5H 3E5	
ATTORNEY DOCKET NUMBER:	50367-3011	
NAME OF SUBMITTER:	DAVID HELLER	
SIGNATURE:	/David Heller/	
DATE SIGNED:	08/08/2018	
Total Attachments: 4		
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Intellectual Property Assignment

This Agreement made effective as of the 5th day of July 2018

BETWEEN

PETRO MOTION INC. (“PMI”), an Alberta corporation having an office at **441 Fifth Avenue SW, Suite 900, Calgary, Alberta, T2P 2V1, Canada**

AND

PK INTERNATIONAL INC. (“PKI”), an Alberta corporation having an office at **2112, 222 Riverfront Avenue SW, Calgary, Alberta, T2P 0X2, Canada.**

In consideration of the promises, mutual covenants and obligations herein set forth and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each party) the parties agree as follows:

1. Intention of the Parties

- 1.1 PMI is the owner of certain issued patents and patent applications (as defined below).
- 1.2 PMI has agreed to transfer its rights in the Technology to PKI, and PKI has agreed to accept such transfer.

2. Interpretation

- 2.1 In this Agreement “**Patents**” means the issued patents and patent applications set forth in Schedule A hereto and the invention(s) disclosed therein and any patent application claiming priority therefrom or related thereto, including but not limited to any application for a national phase entry, regional phase entry, continuation, continuation-in-part, divisional, re-issue, re-examination, or other application derived or claiming priority from the above application.

3. Assignment of Patents

- 3.1 PMI, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, sells and assigns to PKI all right, title and interest in the United States of America, Canada, and all countries foreign thereto, in and to the Patents and to all corresponding right, title and interest in and to any patent issued therefrom, including the exclusive right to bring or participate in any proceeding for past infringement or any other actionable right under any patent application or issued patent hereby assigned, and to receive all remedies that arise therefrom as fully and entirely as the same would have been held by us had this assignment not been made.
- 3.2 PMI will communicate to PKI or its representatives any facts known to PMI respecting the invention(s), execute any papers, make any rightful oaths, and generally do

everything reasonably possible relating to any patent application or issued patent hereby assigned to aid PKI, its successors and assigns, to obtain and enforce protection for the invention(s) in any and all countries and jurisdictions.

4. **Representation and Warranty**

- 4.1 PMI represents and warrants that it has obtained all necessary assignments of the Patents from the inventors, that any employees or contractors employed in the development of the Patents do not infringe another party's intellectual property rights, and that their use, development and/or commercialization is not restricted.

5. **Further Assurances**

- 5.1 PMI will, at the request and expense of PKI, execute and deliver any further documents and do all things as may reasonably be required, in order to carry out the true intent and meaning of this Agreement to the benefit of PKI.

6. **Appointment of Agent**

- 6.1 PMI hereby irrevocably designates and appoints PKI and its duly authorized officers and agents as PMI's agent and attorney in fact, to act for and on their behalf and stead, to do all such lawful acts and things, and to execute such further lawful assignments, documents, assurances, applications and other instruments as reasonably may be required by PKI, its successors, assigns or legal representatives, to obtain any and all registrations for the Patents and to vest the same in PKI, its successors, assigns or legal representatives.

7. **Governing Law**

- 7.1 This Agreement shall be governed by the laws of the Province of Alberta and the federal laws applicable therein and the parties shall attorn to the jurisdiction of the Courts of the Province of Alberta

8. **Counterparts**

- 8.1 This Agreement may be executed and delivered in counterparts that together shall be deemed to constitute one valid and binding agreement the delivery of the counterparts effected by means of facsimile transmission with the same effect as if the original had been delivered.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF the parties hereto enter into this Agreement by signature of their duly authorized officers as of the date first above written.

WITNESSED BY:

Signature: [Signature]

Name: JONATHAN YOUNG

Address: 4-1685 W. 11th

Vancouver, B.C. V6S 2B8

PETRO MOTION INC. ("PMI")

Signature: [Signature]

Print Name: Paul Larkin

Title: Director

Date: _____

This Assignment is accepted by PK INTERNATIONAL INC. ("PKI")

WITNESSED BY:

Signature: [Signature]

Name: Lilac Christie

Address: 172 Grandview Way

Calgary AB T3Z 0K8

PK INTERNATIONAL INC. ("PKI")

Signature: [Signature]

Print Name: GRANT J CHRISTIE

Title: DIRECTOR

Date: _____

(Assignment of patents by PMI to PKI)

Cdc P

SCHEDULE A

COUNTRY	REFERENCE#	TYPE	FILED	SERIAL#	ISSUED	PATENT#
CANADA	50367-3004	CEQ	6/18/2014	2854614	11/17/2015	2854614
BRAZIL	50367-3008	DCA	12/2/2014	BR1120160125002		
COLOMBIA	50367-3009	DCA	12/2/2014	16-170110		
MEXICO	50367-3010	DCA	12/2/2014	MX/a/2016/007072		
UNITED STATES	50367-3011	DCA	6/2/2016	15/101,099		