

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5152924

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
FB INDUSTRIES INC.	08/01/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	HI-CRUSH CANADA INC.
<b>Street Address:</b>	1330 POST OAK BLVD., STE. 600
<b>City:</b>	HOUSTON
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77056
<b>PROPERTY NUMBERS Total: 13</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	8651792
Patent Number:	8931996
Patent Number:	9580238
Application Number:	15159139
Application Number:	15130201
Application Number:	15486801
Application Number:	29561415
Application Number:	29581019
Application Number:	62533221
Application Number:	15802740
Application Number:	29624771
Application Number:	15916825
Application Number:	29638191
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(713)229-2880
<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>	
<b>Phone:</b>	7132291234
<b>Email:</b>	susan.stewart@bakerbotts.com
<b>Correspondent Name:</b>	BAKER BOTTS L.L.P.
<b>Address Line 1:</b>	910 LOUISIANA STREET

PATENT

<b>Address Line 2:</b>	ONE SHELL PLAZA
<b>Address Line 4:</b>	HOUSTON, TEXAS 77002

<b>ATTORNEY DOCKET NUMBER:</b>	085236.0112
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<b>NAME OF SUBMITTER:</b>	SUSAN STEWART
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<b>SIGNATURE:</b>	/Susan Stewart/
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<b>DATE SIGNED:</b>	09/21/2018
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**Total Attachments: 8**

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## INTANGIBLE ASSETS ASSIGNMENT

This INTANGIBLE ASSETS ASSIGNMENT (this “Intangible Assets Assignment”), dated as of August 1, 2018, is entered into by and between by FB Industries Inc., a Manitoba corporation (“Assignor”), and Hi-Crush Canada Inc., a Delaware corporation (“Assignee”) (collectively referred to as the “Parties”).

**WHEREAS**, Assignor and Assignee entered into a purchase and sale agreement dated as of July 19, 2018 (the “Purchase and Sale Agreement”);

**WHEREAS**, Schedule 1 attached hereto lists all patent and patent applications held by Assignor, which together with any and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and foreign counterparts thereof, and in and to the described inventions disclosed and claimed in those patent applications, are herein called “FB Patent IP”;

**WHEREAS**, the Assignor has adopted, used, registered, and established certain rights and goodwill in the domain names: www.fbindustries.com and www.fbindustriesusainc.com (“FB Domains”);

**WHEREAS**, the Assignor has agreed to transfer to the Assignee all of the entire right, title and interest in and to the Intellectual Property Rights (as defined in the Purchase and Sale Agreement) of Assignor other than the FB Patent IP and the FB Domains (“FB Other IP”);

**WHEREAS**, the Assignor has developed and owns certain goodwill and customer relationships associated with Assignor’s business (“FB Goodwill and Customer Relationships”); and

**WHEREAS**, pursuant to the Purchase and Sale Agreement, Assignor has agreed to sell and transfer, and Assignee has agreed to purchase from Assignor, all of Assignor’s right, title and interest in the FB Patent IP, FB Domains, FB Other IP and FB Goodwill and Customer Relationships (collectively referred to as the “Intangible Assets”).

**NOW THEREFORE**, for good and valuable consideration exchanged between the Parties, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the Purchase and Sale Agreement, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the Intangible Assets, including:

(a) all rights of any kind whatsoever of Assignor accruing under any of the Intangible Assets provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(b) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the Intangible Assets; and

(c) any and all claims and causes of action, with respect to any of the Intangible Assets, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Except as provided otherwise under the Purchase and Sale Agreement, Assignee hereby accepts the assignment and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions and covenants, and to pay and discharge all of the liabilities of Assignor to be observed, performed, paid or discharged from and after the Closing Time (as defined in the Purchase and Sale Agreement).

2. Further Actions. Assignor agrees that it shall, without additional compensation, execute and deliver further instruments of conveyance, transfer and assignment as reasonably requested by Assignee, its successors, or assigns; reasonably cooperate and assist in providing information for making and completing regulatory and other filings; and take other similar actions as Assignee may reasonably require to effectively assign, convey and transfer the Intangible Assets and all registrations and rights therein to Assignee.

3. Terms of the Purchase and Sale Agreement. The Parties acknowledge and agree that this Intangible Assets Assignment is entered into pursuant to the Purchase and Sale Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Intangible Assets. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase and Sale Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase and Sale Agreement and the terms hereof, the terms of the Purchase and Sale Agreement shall govern.

4. Counterparts. This Intangible Assets Assignment may be executed in two or more counterparts and by exchange of original, facsimile or portable document format (.pdf) signature pages, all of which shall be considered one and the same agreement and shall become effective when counterparts of such signature pages have been signed by each of the parties hereto and delivered to the other parties hereto, it being understood that each party need not sign the same counterpart signature page.

5. Successors and Assigns. This Intangible Assets Assignment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

6. Governing Law; Venue. This Intangible Assets Assignment and any claim, controversy or dispute arising under or related to this Intangible Assets Assignment or the relationship of the Parties shall be governed by and construed in accordance with the Laws of the State of Delaware without giving effect to any choice of law or conflict of law rules or provisions (whether of such state or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. The Parties hereby irrevocably (i) submit to the exclusive jurisdiction and venue of the courts of the State of Delaware located in the County of New Castle (or, in the case of any claim as to which the federal courts have

exclusive subject matter jurisdiction, the Federal court of the United States of America sitting in the State of Delaware), in any action arising out of or relating to this Intangible Assets Assignment and any documents contemplated hereby, (ii) agree that all claims in respect of such action may be heard and determined in such courts, (iii) agree not to object to venue in such courts or to claim that such forum is inconvenient or improper, and (iii) agree that notice or the service of process in any Proceeding (as defined in the Purchase and Sale Agreement) shall be properly served or delivered if delivered in the manner contemplated by Section 9.01 of the Purchase and Sale Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Intangible Assets Assignment as of the date first above written.

ASSIGNOR:

FB INDUSTRIES INC.

By: 

Name: Henry Prosen

Title: President

AGREED TO AND ACCEPTED:

ASSIGNEE:

HI-CRUSH CANADA INC.

By: \_\_\_\_\_

Name: Laura C. Fulton

Title: Chief Financial Officer

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Intangible Assets Assignment as of the date first above written.

**ASSIGNOR:**

FB INDUSTRIES INC.

By: \_\_\_\_\_

Name:

Title:

AGREED TO AND ACCEPTED:

**ASSIGNEE:**

HI-CRUSH CANADA INC.

By: 

Name: Laura C. Fulton

Title: Chief Financial Officer

**SCHEDULE 1****Portable Silo with Adjustable Legs (TITAN silos with adjustable legs)**

<b>File</b>	<b>Country</b>	<b>Serial No./ Patent No.</b>	<b>Filing Date</b>	<b>Issue Date</b>	<b>Next Maintenance</b>
101	Canada	2732170	February 15, 2011	March 25, 2014	February 15, 2019
102	USA	8651792	February 15, 2011	February 18, 2014	August 18, 2021

**Portable Silo with Solar Powered Actuators (TITAN with solar panels)**

<b>File</b>	<b>Country</b>	<b>Serial No./ Patent No.</b>	<b>Filing Date</b>	<b>Issue Date</b>	<b>Next Maintenance</b>
2CA	Canada	2792708	October 1, 2012	March 17, 2015	October 1, 2018
2US	USA	8931996	October 1, 2012	January 13, 2015	July 13, 2018

**Storage Tank with Discharge Conveyor (Corner Discharge Tank)**

<b>File</b>	<b>Country</b>	<b>Serial No./ Patent No.</b>	<b>Filing Date</b>	<b>Issue Date</b>	<b>Next Maintenance</b>
4CA	Canada	2869767	November 5, 2014		November 5, 2018
4US	USA	9580238	November 4, 2014	February 28, 2017	August 28, 2020

**Portable Drive-Over Stacking Conveyor for Transferring Particulate Material from a  
Dump Truck to Another Location (early variant of ATLAS)**

<b>File</b>	<b>Country</b>	<b>Serial No./ Patent No.</b>	<b>Filing Date</b>	<b>Issue Date</b>	<b>Next Maintenance</b>
6CA	Canada	2930506	May 19, 2016		May 19, 2018
6US	USA	15/159,139	May 19, 2016		

**Portable Drive-Over Conveyor System Usable for Unloading Belly Dump Trucks with  
Multiple Discharges and for Simultaneously Unloading More Than One Truck (MANTIS)**



File	Country	Serial No./ Patent No.	Filing Date	Issue Date	Next Maintenance
7CA	Canada	2927188	April 15, 2016		April 15, 2018
7CA1	Canada	2964152	April 13, 2017		April 13, 2019
7CAD	Canada Design	167954	April 15, 2016	May 10, 2017	May 10, 2022
7EPD	European Design	003418920	October 14, 2016	November 21, 2016	October 14, 2021
7US	USA	15/130,201	April 15, 2016		
7US1	USA	15/486,801	April 13, 2017		
7USD	USA Design	29/561,415	April 15, 2016		

**Portable Drive-Over Conveyor (MANTIS)**

File	Country	Serial No./ Patent No.	Filing Date	Issue Date	Next Maintenance
8CAD	Canada Design	170971	October 14, 2016	May 10, 2017	May 10, 2022
8USD	USA Design	29/581,019	October 14, 2016		

**Portable Drive-Over Conveyor for Discharging Particulate Material at a Height Suitable for Filling a Silo (current version of ATLAS)**

File	Country	Serial No./ Patent No.	Filing Date	Issue Date	Next Maintenance
10CA	Canada	2984694	November 3, 2017		November 3, 2019
10CAD	Canada Design	177950	November 3, 2017		
10P	USA Provisional	62/533,221	July 17, 2017		
10US	USA	15/802,740	November 3, 2017		
10USD	USA Design	29/624,771	November 3, 2017		

**Portable Conveyor for Transferring Material from Silos to Blender (COBRA)**

File	Country	Serial No./ Patent No.	Filing Date	Issue Date	Next Maintenance
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**Execution Version**

12CA	Canada				
12CAD	Canada Design	Awaiting filing certificate	February 26, 2018		
12US	USA				
12USD	USA Design	29/638,191	February 26, 2018		