

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| TIM JOHNSON | 03/12/2018 |
| DON GETZLAF | 03/14/2018 |
| RECEIVING PARTY DATA | |
| Name: | NCS MULTISTAGE INC. |
| Street Address: | 222,11929-40 STREET SE |
| City: | CALGARY |
| State/Country: | ALBERTA |
| Postal Code: | T2Z4M8 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 16019350 |
| 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> | |
| Email: | rsaunders@ridoutmaybee.com |
| Correspondent Name: | RIDOUT & MAYBEE LLP |
| Address Line 1: | 250 UNIVERISTY AVENUE |
| Address Line 4: | TORONTO, ONTARIO M5H 3E5 |
| ATTORNEY DOCKET NUMBER: | 52605-3156 |
| NAME OF SUBMITTER: | MARK SAJEWYCZ |
| SIGNATURE: | /Mark Sajewycz/ |
| DATE SIGNED: | 12/06/2018 |
| Total Attachments: 4 | |
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ASSIGNMENT OF PATENT RIGHTS

WHEREAS, (1) JOHNSON, Tim (2) GETZLAF, Don, 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, (hereinafter collectively referred to as the (“ASSIGNORS”) have invented certain new and useful improvements in an invention entitled

TOOL FOR OPENING AND CLOSING SLEEVES WITHIN A WELLBORE

such invention (the “Invention”) being described in United States Provisional Application No. 62/097,245, filed on December 29, 2014; United States Patent Application No. 14/982,820, filed on December 29, 2015; and in Canadian Patent Application No. 2916422, filed on December 29, 2015, (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;
 - (d) any and all Letters Patent which may be issued upon any and all substitutes, divisions, or continuations of the Patent Applications, including reissues, re-examinations, 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: March 12 / 18


Tim JOHNSON

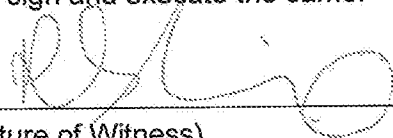
STATEMENT BY WITNESS

I, Roxane Shewmon whose full Post Office Address is

222, 11929 - 40th Street, Calgary, AB, Canada
(Address of Witness)

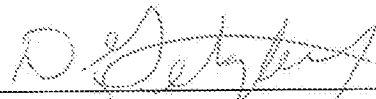
hereby declare that I was personally present and did see the above named person, personally known to me to be the person named in the assignment, duly sign and execute the same.

Date: March 12, 2018


(Signature of Witness)

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

Date: March 14, 2018


Don GETZLAF


STATEMENT BY WITNESS

I, Roxane Shonnon whose full Post Office Address is

222, 11929-40th Street, Calgary, AB T2Z 4M8
(Address of Witness) Canada

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: March 14, 2018


(Signature of Witness)