

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5435135

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
PRODUCTION PLUS ENERGY SERVICES INC.		04/30/2015
RECEIVING PARTY DATA		
Name:	TRIAXON OIL CORP.	
Street Address:	1202 1ST STREET	
Internal Address:	SUITE 300	
City:	CALGARY	
State/Country:	CANADA	
Postal Code:	T2R 0V4	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	16017789	
CORRESPONDENCE DATA		
Fax Number:	(877)769-7945	
<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:	+1 (214) 292-4049	
Email:	apsi@fr.com	
Correspondent Name:	PATRIC J. HAN	
Address Line 1:	FISH & RICHARDSON P.C.	
Address Line 2:	P.O.BOX 1022	
Address Line 4:	MINNEAPOLIS, MINNESOTA 55440-1022	
ATTORNEY DOCKET NUMBER:	45621-0004002	
NAME OF SUBMITTER:	NANCY MCCOY	
SIGNATURE:	/Nancy McCoy/	
DATE SIGNED:	03/22/2019	
Total Attachments: 9		
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TECHNOLOGY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS AGREEMENT dated April 30, 2015 (the "Effective Date").

BETWEEN:

PRODUCTION PLUS ENERGY SERVICES INC., a body corporate with offices in the City of Calgary, Alberta (the "Assignor")

- and -

TRIAXON OIL CORP., a body corporate with offices in the City of Calgary, Alberta (the "Assignee")

WHEREAS by this Agreement and the General Conveyance, the Assignor and the Assignee wish to assign all of the Technology and Intellectual Property owned by the Assignor from the Assignor to the Assignee, [REDACTED]

NOW THEREFORE in consideration of the payment of [REDACTED] by the Assignee to the Assignor and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS

In this Agreement the following words and phrases shall have the following meanings:

- (a) "Agreement" means this "Technology and Intellectual Property Assignment Agreement".
- (b) "Assignment" has the meaning given such term in Section 2.1.
- (c) "Effective Date" has the meaning first set out above.

[REDACTED]

(f) "Intellectual Property" means:

- (i) all patents and patent applications, including but not limited to the patents and patent applications described in Exhibit "A" (the "Patent Properties"), together with any and all inventions described therein, and in any and all continuations-in-part, continuations, divisions, substitutes, re-issues, re-examinations, or extensions thereof, and all other applications for patent relating to the Patent Properties which have been filed, or hereafter shall be filed in any jurisdiction and further including all rights under treaties to file and prosecute patent applications corresponding to the preceding patents and patent applications, including the Patent Properties;
- (ii) all registered and unregistered trademarks, service marks, trade names, trade dress, logos, business, corporate and product names and slogans and registrations and applications for registration thereof (including intent-to-use applications), including but not limited to the trademarks described in Exhibit "A";

- (iii) all copyrights in copyrightable works, and all other rights of authorship, worldwide, and all applications, registrations and renewals in connection therewith, including but not limited to the copyrights described in Exhibit "A";
- (iv) all industrial designs, maskworks, integrated circuits, topographies, circuits and other similar technologies and property rights and the right to apply therefor;
- (v) all Internet or world wide web addresses, domain names and sites and applications and registrations therefore, including but not limited to the domain names described in Exhibit "A"; and
- (vi) all further and other intellectual property and proprietary rights whatsoever in all forms and of whatever nature or kind and the right to apply therefor, including any right or protection existing from time to time in a specific jurisdiction under any patent law, copyright law, moral rights law, trade secret law, domain name law, trademark law, unfair competition law or other similar laws and includes legislation by governmental authorities and judicial decisions under common law or equity, and the right to apply to register such rights.

[REDACTED]

- (iii) the HEAL System;
- (iv) all proprietary and confidential business and technical information, including technical data, trade secrets, ideas, research and development and know how, and
- (v) all databases, data compilations and collections and technical data.

2. ASSIGNMENT

2.1 As and from the Effective Date, the Assignor hereby sells, conveys, assigns and transfers to the Assignee all worldwide right, title and interest held by the Assignor in and to:

- (b) all of the Intellectual Property owned by the Assignor, and
- (c) all rights and privileges pertaining to the Technology and Intellectual Property owned by the Assignor, including all causes of action, claims, demands and other rights, for or arising from, any past, present and future infringement thereof, as well as the fruits of any of the above including royalties, damages, equitable relief, punitive damages, loss of profits or the like;

(collectively, the "Assignment").

2.2 The Assignee hereby accepts the Assignment.

[REDACTED]

[REDACTED]



[REDACTED]

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the Parties effective as of the Effective Date.

TRIAXON OIL CORP.

J. Schuman
Witness Name: Jennifer Schuman

Dale Cugnet
Name: Dale Cugnet
Title: Chief Financial Officer

PRODUCTION PLUS ENERGY SERVICES INC.

J. Schuman
Witness Name: Jennifer Schuman

Jeff Sappia
Name: Jeff Sappia
Title: President and Chief Executive Officer

EXHIBIT "A"
INTELLECTUAL PROPERTY ASSETS

PATENTS

	Title	Status	Serial No.	Date Filed	Country
1.	SYSTEMS AND METHODS FOR PRODUCING FORMATION FLUIDS	Application	2847446	24-March-2014	Canada
2.	ARTIFICIAL LIFT SYSTEM	Application	2847341	24-March-2014	Canada
3.	SYSTEMS AND METHODS FOR PRODUCING FORMATION FLUIDS	Application	14/223738	24-March-2014	U.S.
4.	ARTIFICIAL LIFT SYSTEM	Application	14/223722	24-March-2014	U.S.
5.	SYSTEMS AND APPARATUSES FOR SEPARATING WELLBORE FLUIDS AND SOLIDS DURING PRODUCTION	Application	62/120198	24-February-2015	U.S.
6.	SYSTEMS AND APPARATUSES FOR SEPARATING WELLBORE FLUIDS AND SOLIDS DURING PRODUCTION	Application	62/132249	12-March-2015	U.S.
7.	SYSTEMS AND METHODS FOR PRODUCING FORMATION	Application	62/120199	24-February-2015	

	FLUIDS				U.S.
8.	SYSTEMS AND METHODS FOR PRODUCING FORMATION FLUIDS	Application	62/135486	19-March-2015	U.S.
9.	SYSTEMS AND METHODS FOR PRODUCING FORMATION FLUIDS	Application	PCT/CA2015/000177	24-March-2015	Patent Cooperation Treaty
10.	SYSTEMS AND APPARATUSES FOR SEPARATING WELLBORE FLUIDS AND SOLIDS DURING PRODUCTION	Application	PCT/CA2014/000695	12-September-2014	Patent Cooperation Treaty
11.	SYSTEMS AND APPARATUSES FOR SEPARATING WELLBORE FLUIDS AND SOLIDS DURING PRODUCTION	Application	PCT/CA2015/000178	24-March-2015	Patent Cooperation Treaty
12.	SYSTEMS AND APPARATUSES FOR SEPARATING WELLBORE FLUIDS AND SOLIDS DURING PRODUCTION	Application	62/132880	13-March-2015	U.S.
13.	SYSTEM AND METHOD FOR SEPARATING GASEOUS MATERIAL FROM	Application	2827459	17-September-2013	Canada

	FORMATION FLUIDS				
14.	SYSTEM AND METHOD FOR SEPARATING GASEOUS MATERIAL FROM FORMATION FLUIDS	Application	14/026170	13-September- 2013	U.S.

TRADEMARKS

	Trade-mark	Serial No.	Status	Country
1.	HEAL SYSTEM	1697693	Application	Canada
2.	HEAL-ING SYSTEM	1697694	Application	Canada
3.	ARTIFICIAL LIFT PLUS	1703723	Application	Canada
4.	HEAL SYSTEM	86507935	Application	U.S.
5.	HEAL-ING SYSTEM	86507898	Application	U.S.

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