

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5569956

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT

**CONVEYING PARTY DATA**

Name	Execution Date
EVOLUTION WELL SERVICES	06/24/2014

**RECEIVING PARTY DATA**

<b>Name:</b>	EVOLUTION WELL SERVICES, LLC
<b>Street Address:</b>	4 WATERWAY SQUARE PLACE
<b>Internal Address:</b>	SUITE 900
<b>City:</b>	THE WOODLANDS
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77380

**PROPERTY NUMBERS Total: 12**

Property Type	Number
Application Number:	16423091
Application Number:	16423090
Application Number:	16423088
Application Number:	16423084
Application Number:	16419553
Application Number:	16167474
Application Number:	16110841
Application Number:	16110822
Application Number:	16110794
Application Number:	16110802
Application Number:	16110861
Application Number:	15953396

**CORRESPONDENCE DATA**

Fax Number:

*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.*

Email: GTIPMAIL@GTLAW.COM, GONZALES@GTLAW.COM,  
SHEFFIELDL@GTLAW.COM

Correspondent Name: GREENBERG TRAUIG, LLP

Address Line 1: 1000 LOUISIANA STREET

**PATENT**

**Address Line 2:** SUITE 1700  
**Address Line 4:** HOUSTON, TEXAS 77002

<b>ATTORNEY DOCKET NUMBER:</b>	180538-010100
<b>NAME OF SUBMITTER:</b>	DWAYNE L. MASON
<b>SIGNATURE:</b>	/DWAYNE L. MASON/
<b>DATE SIGNED:</b>	06/13/2019

**Total Attachments: 6**

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## PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (this "**Agreement**") is executed effective as of May 30, 2014 (the "**Effective Date**"), by and between Evolution Well Services, an Alberta general partnership ("**Assignor**"), with its principal place of business at 4 Waterway Square Place, Suite 900, The Woodlands, Texas 77380, and Evolution Well Services, LLC, a Delaware limited liability company ("**Assignee**"), with its principal place of business at 4 Waterway Square Place, Suite 900, The Woodlands, Texas 77380. Assignor and Assignee are each sometimes referred to herein as a "**Party**" and collectively as the "**Parties**."

WHEREAS, Assignor is the owner of the inventions, discoveries and applications (collectively the "**Inventions**") as described and claimed in the United States patents and patent applications listed on Schedule A attached hereto (collectively, the "**Patents**"); and

WHEREAS, Assignor and Assignee have agreed pursuant to that certain Second Intellectual Property Asset Purchase Agreement (the "**Purchase Agreement**"), by and between Assignor and Assignee and effective as of the Effective Date, that Assignor shall sell, transfer, assign and set over unto Assignee, and Assignee shall accept, all of Assignor's right, title and interest in and to the Patents.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties set forth herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

(1) Assignor hereby sells, transfers, assigns and sets over to Assignee all of Assignor's right, title and interest (for all countries) in and to the Patents, and any rights and privileges under any letters patent that may be granted therefor and thereon and all patent applications including continuations, continuations-in-part, divisions, reissues, reexaminations, extensions thereof, and all patent applications claiming priority from the Patents; and all applications for industrial property protection, including without limitation, all applications for patents, utility models, copyright, and designs which may hereafter be filed for said Inventions and relating to the subject matter of the Patents in any country or countries, together with the right to file such applications and the right to claim for the same the priority rights derived from the Patents under the patent laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as applicable; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, copyrights and designs which may hereafter be filed for said Inventions or the subject matter of the Patents in any country or countries, together with the right to file such applications; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates, copyrights and designs which may be granted for the subject matter of said Patent in any country or countries and all extensions, renewals and reissues thereof.

(2) Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty is to issue patents or other evidence or forms of industrial property on applications as aforesaid, to assign and issue the same to Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.

(3) Assignor agrees that, at any time upon the request of Assignee, Assignor will execute and deliver all papers, take all rightful oaths, and do all acts which may be necessary or desirable to secure and maintain patent protection on the Inventions throughout all countries of the world and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees, and otherwise to do the necessary to give full effect to and to perfect the rights of the Assignee under this Agreement, including the execution, delivery and procurement of any and all further documents evidencing this Agreement, transfer and sale as may be necessary; provided Assignee shall reimburse Assignor for any reasonable out of pocket expenses incurred in doing so.

(4) Assignor represents and warrants that it is an owner of the Inventions and Patents. Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement.

(5) Assignor authorizes and empowers Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for the Inventions, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from Assignor.

(6) Assignor hereby consents that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose and more particularly in proof of the right of Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.


(7) All of the rights, title and interest in and to the Patents sold, transferred, assigned and set over to Assignee hereunder include all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and all causes of action (whether in law or equity) and the right to sue, counterclaim, and recover for the past, present and future infringement of the rights assigned or to be assigned hereunder.

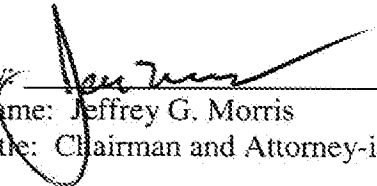
(8) If any portion of this Agreement is found to be contrary to law or ineffective, the remainder of the Agreement shall survive and be interpreted, to the maximum extent possible, for the purpose of carrying out the intent of the parties which is the full and complete transfer and assignment of Assignor's rights to the Patents to Assignee.

**IN WITNESS WHEREOF**, the Parties hereto have signed this Patent Assignment Agreement as of the Effective Date hereof.

**ASSIGNOR:**

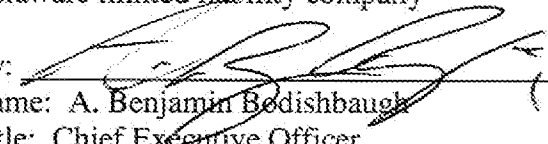
**EVOLUTION WELL SERVICES**, an Alberta general partnership

By:   
Name: Steven W. Anderson  
Title: Chief Financial Officer and Attorney-in-Fact

By:   
Name: Jeffrey G. Morris  
Title: Chairman and Attorney-in-Fact

**ASSIGNEE:**

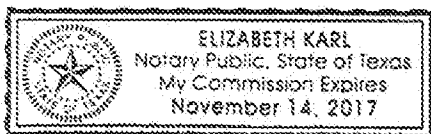
**EVOLUTION WELL SERVICES, LLC**, a Delaware limited liability company

By:   
Name: A. Benjamin Bodishbaugh  
Title: Chief Executive Officer

**ACKNOWLEDGMENTS**

STATE OF TEXAS )  
 ) ss.  
COUNTY OF MONTGOMERY )

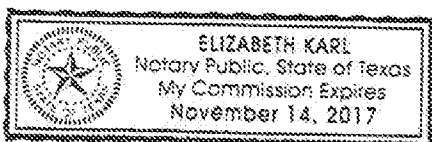
The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of June, 2014, by Steven W. Anderson, the Chief Financial Officer and Attorney-in Fact of EVOLUTION WELL SERVICES, an Alberta general partnership, on behalf of such entity.



Elizabeth Karl  
Notary Public,  
Notary Registration No. 125496195  
My Commission expires: 11/14/17

STATE OF TEXAS )  
 ) ss.  
COUNTY OF MONTGOMERY )

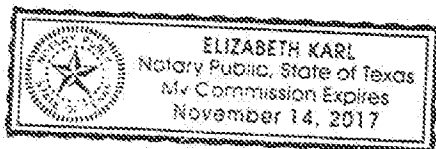
The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of June, 2014, by Jeffrey G. Morris, the Chairman and Attorney-in-Fact of EVOLUTION WELL SERVICES, an Alberta general partnership, on behalf of such entity.



Elizabeth Karl  
Notary Public,  
Notary Registration No. 125496195  
My Commission expires: 11/14/17

STATE OF TEXAS )  
 ) ss.  
COUNTY OF MONTGOMERY )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of June, 2014, by A. Benjamin Bodishbaugh, the Chief Executive Officer of EVOLUTION WELL SERVICES, LLC, a Delaware limited liability company, on behalf of such entity.



Elizabeth Karl  
Notary Public,  
Notary Registration No. 125496195  
My Commission expires: 11/14/17

[NOTARY ACKNOWLEDGEMENTS TO PATENT ASSIGNMENT AGREEMENT]

**SCHEDULE A**

**PATENT APPLICATIONS & PATENTS**

(See attached.)

133466-010800/PRO	MOBILE, MODULAR, ELECTRICALLY POWERED SYSTEM FOR USE IN FRACTURING UNDERGROUND FORMATIONS	United States of America	Inactive	Expired	61/472,861	07-Apr-2011	COLI Todd, SCHELSKE Eidon
133466-010800/PRO/2	MOBILE, MODULAR, ELECTRICALLY POWERED SYSTEM FOR USE IN FRACTURING UNDERGROUND FORMATIONS USING LIQUID PETROLEUM GAS	United States of America	Inactive	Expired	61/710,393	05-Oct-2012	COLI Todd, SCHELSKE Eidon
133466-010800/US	MOBILE, MODULAR, ELECTRICALLY POWERED SYSTEM FOR USE IN FRACTURING UNDERGROUND FORMATIONS	United States of America	Pending	Published	13/441,334	06-Apr-2012	COLI Todd, SCHELSKE Eidon
133466-010801/US	MOBILE, MODULAR, ELECTRICALLY POWERED SYSTEM FOR USE IN FRACTURING UNDERGROUND FORMATIONS USING LIQUID PETROLEUM GAS	United States of America	Pending		13/804,906	14-Mar-2013	COLI Todd, SCHELSKE Eidon
133466-010900/PCT-1	MOBILE, MODULAR, ELECTRICALLY POWERED SYSTEM FOR USE IN FRACTURING UNDERGROUND FORMATIONS	PCT	Inactive	Withdrawn	PCT/US12/32572	06-Apr-2012	COLI Todd, SCHELSKE Eidon
133466-010900/PCT-2	MOBILE, MODULAR, ELECTRICALLY POWERED SYSTEM FOR USE IN FRACTURING UNDERGROUND FORMATIONS	PCT	Inactive	Children in national phase	PCT/BI2/00832	06-Apr-2012	COLI Todd, SCHELSKE Eidon
133466-011000/CA	MOBILE, MODULAR, ELECTRICALLY POWERED SYSTEM FOR USE IN FRACTURING UNDERGROUND FORMATIONS	Canada	Pending	Nat. Phase	2,773,843	10-Apr-2012	COLI Todd, SCHELSKE Eidon
133466-014800/AR	MOBILE, MODULAR, ELECTRICALLY POWERED SYSTEM FOR USE IN FRACTURING UNDERGROUND FORMATIONS	Argentina	Pending		20120102680	24-Jul-2012	COLI Todd, SCHELSKE Eidon
133466-022100/AR	MOBILE, MODULAR, ELECTRICALLY POWERED SYSTEM FOR USE IN FRACTURING UNDERGROUND FORMATIONS	Argentina	Pending		20130103625	07-Oct-2013	COLI Todd, SCHELSKE Eidon
133466-022200/MX	MOBILE, MODULAR, ELECTRICALLY POWERED SYSTEM FOR USE IN FRACTURING UNDERGROUND FORMATIONS	Mexico	Pending		MX/a/2013/011673	06-Apr-2012	COLI Todd, SCHELSKE Eidon
133466-022300/BR	MOBILE, MODULAR, ELECTRICALLY POWERED SYSTEM FOR USE IN FRACTURING UNDERGROUND FORMATIONS	Brazil	Pending		BR 11 2013 025880 2	06-Apr-2012	COLI Todd, SCHELSKE Eidon
133466-022400/EP	MOBILE, MODULAR, ELECTRICALLY POWERED SYSTEM FOR USE IN FRACTURING UNDERGROUND FORMATIONS	EPO	Pending		12767292.1	06-Apr-2012	COLI Todd, SCHELSKE Eidon
133466-022500/PCT	MOBILE, MODULAR, ELECTRICALLY POWERED SYSTEM FOR USE IN FRACTURING UNDERGROUND FORMATIONS USING LIQUID PETROLEUM GAS	PCT	Pending		PCT/CA13/0845	04-Oct-2013	COLI Todd, SCHELSKE Eidon
133466-022600/CA	MOBILE, MODULAR, ELECTRICALLY POWERED SYSTEM FOR USE IN FRACTURING UNDERGROUND FORMATIONS	Canada	Pending		2,829,422	04-Oct-2013	COLI Todd, SCHELSKE Eidon
133466-022700/CA	MOBILE, MODULAR, ELECTRICALLY POWERED SYSTEM FOR USE IN FRACTURING UNDERGROUND FORMATIONS	Canada	Pending			10-Apr-2012	COLI Todd, SCHELSKE Eidon