

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5578864

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CARTIER WIND ENERGY INC. (AKA CARTIER ENERGIE EOLIENNE INC.)	12/21/2018
RECEIVING PARTY DATA	
Name:	INNERGEX CARTIER ENERGY LP
Street Address:	1225 SAINT-CHARLES STREET WEST, 10TH FLOOR
City:	LONGUEUIL, QUÉBEC
State/Country:	CANADA
Postal Code:	J4K 0B9
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15843920
CORRESPONDENCE DATA	
Fax Number:	(202)280-1177
<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:	904 247-2620
Email:	eastdocket@holleymenker.com
Correspondent Name:	JAMES R. MENKER, HOLLEY & MENKER, P.A.
Address Line 1:	PO BOX 331937
Address Line 4:	ATLANTIC BEACH, FLORIDA 32233
NAME OF SUBMITTER:	JAMES R. MENKER
SIGNATURE:	/jmenker/
DATE SIGNED:	06/19/2019
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 6	
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ASSIGNMENT AND ASSUMPTION AGREEMENT entered into in Longueuil, in the Province of Québec, as of December 21, 2018 (the “**Effective Time**”).

BETWEEN: **CARTIER WIND ENERGY INC.**, a corporation incorporated under the laws of the Province of Québec, with its head office at 1111 St-Charles Street West, East Tower, Suite 1155, Longueuil, Québec J4K 5G4;

(hereinafter the “**Transferor**”)

AND: **INNERGEX CARTIER ENERGY LP**, a limited partnership formed under the laws of the Province Québec, with its head office at 1225 Saint-Charles Street West, 10th floor, Longueuil, Québec J4K 0B9, hereby represented by its general partner Innergex Cartier Energy GP Inc.;

(hereinafter the “**Transferee**”)

WHICH PARTIES DECLARE AS FOLLOWS:

WHEREAS immediately prior to the amalgamation of the Transferor with among others Innergex Inc., the Transferor wishes to transfer, convey and assign to the Transferor all of the right, title and interest in its contracts as more particularly described in Schedule 1 attached hereto (the “**Assumed Contracts**”) and the assets described in Schedule 2 attached hereto (the “**Transferred Assets**”) and the Transferee wishes to assume and benefit from the Assumed Contracts and the Transferred Assets;

WHEREAS it is expedient that the assignment of the Assumed Contracts and the Transferred Assets to the Transferee in the manner set out below, effective as of the Effective Time, be evidenced in this Agreement;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1

ASSIGNMENT AND ASSUMPTION

- 1.1 Upon and subject to the terms and conditions hereof, the Transferor hereby assigns, conveys and transfers to the Transferee, and the Transferee hereby accepts such assignment, conveyance and transfer from the Transferor, with effect as of and from the Effective Date, all of the Transferor’s rights, title, benefits and interest in and to the Assumed Contracts and the Transferred Assets.
- 1.2 The Transferor assumes and agrees to perform and discharge and fully satisfy, when due, all of the liabilities of the Assumed Contracts and Transferred Assets with effect as and from the Effective Time.

- 1.3 The assignment by the Transferor of the Assumed Contracts and the Transferred Assets to the Transferee is made in consideration for \$1 to be paid as of the Effective Date (the “**Purchase Price**”).
- 1.4 The Transferor and the Transferee confirm that the Purchase Price is intended to be the fair market value of the Assumed Contracts and the Transferred Assets at the Effective Time. If any taxing authority having jurisdiction makes an assessment or reassessment of tax or proposes to make an assessment or reassessment of tax on the basis that the fair market value of the Assumed Contracts and the Transferred Assets at the Effective Time is different from the Purchase Price as established by the Parties, then the Purchase Price, will be adjusted to give effect to the intention of the Parties set out above and to reflect the fair market value of the Assumed Contracts and the Transferred Assets at the Effective Time that:
- a) is agreed upon by such taxing authority, the Transferor and the Transferee in settlement of such proceeding;
 - b) serves as the basis for such proceeding against which no defence or appeal is taken; or
 - c) is established by a court or tribunal of competent jurisdiction on the defence of or appeal from such proceeding after all rights of appeal have been exhausted or after all times for appeal have expired without appeals having been taken by any of the Parties or such taxing authority.

The Purchase Price as so adjusted will be deemed to be, and always to have been, the amounts and allocation so determined, and the Parties will make all adjustments necessary to give effect to this Section 1.4.

- 1.5 In addition to the provisions of Section 1.4, if the parties determine, based on information, including, without limitation, financial accounting information, not available to them at the Effective Time, that the fair market value of the Assumed Contracts and the Transferred Assets at the Effective Time is different from the Purchase Price as established by the parties, then the Purchased Price will be adjusted to reflect the intention of the Parties set out of Section 1.4. The Purchase Price, as so adjusted, will be deemed to be, and always to have been, the amount and allocation so determined, and the Parties will make all adjustments necessary to give effect to this Section 1.5.

ARTICLE 2

MISCELLANEOUS

- 2.1 Each of the parties will from time to time execute and deliver all such further documents and instruments and do all acts and things as the other parties may reasonably require to evidence, carry out or better evidence or perfect the full intent and meaning of this Agreement.
- 2.2 This Agreement will enure to the benefit of and be binding upon the respective successors and assigns of the parties.

- 2.3 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior understandings and agreements, whether written or oral relative to the subject matter hereof.
- 2.4 This Agreement will be binding upon and will enure to the benefit of and be enforceable by the parties and their respective successors and assigns.
- 2.5 Should any part of this Agreement be declared or held to be invalid or unenforceable for any reason by a court of competent jurisdiction, such invalidity will not affect the validity of the remainder of this Agreement which will continue in full force and effect. In such circumstances, the parties will agree to a substitute term that will be as close as possible to the intention of any invalid or unenforceable term.
- 2.6 This Agreement is governed by and will be construed in accordance with the laws of the Province of Québec and the laws of Canada applicable therein.
- 2.7 This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.

[The remainder of this page is intentionally left blank. The signature page follows.]

IN WITNESS WHEREOF, the parties have signed at the place and on the date set out above.

CARTIER WIND ENERGY INC.

INNERGEX CARTIER ENERGY LP,
acting through its general partner, Innergex
Cartier Energy GP Inc.

Per:



JEAN PERRON
Director

Per:



NATHALIE THÈBERGE
Vice President - Corporate Legal Affairs and
Secretary

SCHEDULE 1

Assumed Contracts

All leases between Cartier Wind Energy Inc. and the Ministère des ressources naturelles du Québec with respect to the wind measurement mats of the Anse-à-Valleau, Carleton, Gros-Morne and Montagne Sèche wind farms.

SCHEDULE 2

Transferred Assets

- Wind measurement mats of the Anse-à-Valleau, Carleton, Gros-Morne and Montagne Sèche wind farms
- Patents:

CANADA

Title	Patent No.	Current owner
Remote Visual Inspection System And Method	Patent No: 2875266	Collineo Inc. and Cartier Énergie Éolienne Inc.
Trailer For Lifting A Heavy Load And Method For Lifting The Heavy Load Using The Same	Patent No: 2817139	Cartier Énergie Éolienne Inc.

UNITED STATES

Title	Application no.	Current owner
System And Method For Monitoring Blade Defection Of Wind Turbines	Appl. No: 15/843,920	Cartier Énergie Éolienne Inc. and Institut National d'Optique