

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	01/08/2018
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Execution Date
VERTEX DOWNHOLE LTD.	07/25/2019

RECEIVING PARTY DATA

Name:	CHARGER INDUSTRIES CANADA LIMITED PARTNERSHIP
Street Address:	1352 HASTINGS CRESCENT SE
Internal Address:	STE 1
City:	CALGARY
State/Country:	CANADA
Postal Code:	T2G 4C9

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15865019

CORRESPONDENCE DATA

Fax Number: (403)263-9193

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.

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Correspondent Name: D. DOAK HORNE

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ATTORNEY DOCKET NUMBER:	A8137505US
NAME OF SUBMITTER:	D. DOAK HORNE
SIGNATURE:	/D. Doak Horne/
DATE SIGNED:	08/26/2019

Total Attachments: 3

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Partnership-A8137505US#page2.tif

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Partnership-A8137505US#page3.tif

NUNC PRO TUNC ASSIGNMENT
Effective as of January 8, 2018

WHEREAS WE:

VERTEX DOWNHOLE LTD., a Canadian company, having a head office or place of business at 10911 50th Street SE, Calgary, Alberta, T2C 3E5, Canada;

(hereinafter " the ASSIGNOR")

is/are the current owner of the subject matter of the invention entitled:

BATTERY PACK FOR USE DOWNHOLE HAVING TORSION-LIMITING MEANS

for which patent applications have been filed in Canada (application no. 2,991,220, filed on January 8, 2018), the United States of America (application no. 15/865,019, filed on January 8, 2018), and under the Patent Cooperation Treaty (application no. PCT/CA2018/050919, filed on July 27, 2018),

(hereinafter "the Invention"),

WHEREAS:

CHARGER INDUSTRIES CANADA LIMITED PARTNERSHIP, a limited partnership, having a head office or principal place of business at 1352 Hastings Crescent SE, Ste 1, Calgary, Alberta T2G 4C9, Canada is desirous of acquiring and was intended by ASSIGNOR to be the ASSIGNEE of this Invention;

(hereinafter referred to as "ASSIGNEE")

WHEREAS the ASSIGNOR was at all material times, legally obligated to assign intellectual property created as a result of such relationship with ASSIGNEE, to the ASSIGNEE, and,

WHEREAS the ASSIGNOR is further, in light of the consideration stated herein and other good and valuable monetary and non-monetary consideration exchanged between the parties, desirous to confirm their assignment, as of **January 8, 2018**, of all of their legal right, title and interest in and to the Invention and in and to any Letters Patent that may be granted therefor in any and all countries and jurisdictions to **CHARGER INDUSTRIES CANADA LIMITED PARTNERSHIP** as of **January 8, 2018**.

WHEREAS THE ASSIGNEE is desirous of acknowledging having acquired and having assigned to it all right, title and interest in and to the Invention and in and to any Letters Patent that may be granted to the Invention in any and all countries and jurisdictions;

NOW, THEREFORE, in consideration of recognition of the foregoing premises, and for the sum of one dollar (\$1.00) and for other good and valuable consideration monetary and non-monetary consideration received paid by the ASSIGNEE to the ASSIGNOR, the receipt and sufficiency of which is hereby acknowledged by ASSIGNOR, the ASSIGNOR confirms having assigned, sold and transferred as of **January 8, 2018** absolutely to the ASSIGNEE their full and exclusive right, title and interest in and to:

(a) the Invention worldwide;

(b) any and all patent applications for the Invention in all countries and jurisdictions and under all conventions and treaties, including the right to claim for any and all applications any priority rights to which such applications are entitled under conventions, treaties or otherwise, and all divisions, extensions, continuations, continuations-in-parts, provisionals, non-provisionals, substitutions and renewals thereof;

(c) all Letters Patent which may be granted therefor in any and all countries and jurisdictions, and any renewals, reissues, re-examinations or extensions of the Letters Patent, and

(d) the exclusive right to bring or participate in any proceeding for past infringement or any other actionable right under all of the foregoing and to receive all remedies that arise therefrom, to the end of the term for which said Letters Patent may be granted,;

as fully and entirely as the same would have been held by us had this Assignment not been made.

We, the ASSIGNOR, hereby authorizes and requests the patent offices in all countries and jurisdictions to issue any and all of the Letters Patent, when granted, to the ASSIGNEE.

Further, the ASSIGNOR hereby agrees that will communicate to the ASSIGNEE or its representatives any facts known to us respecting the Invention, and testify in any legal proceeding, sign all lawful papers, execute all papers relating to all patent applications including all divisional, continuation, continuation-in-part, extension, renewal, provisional, non-provisional or substitute thereof, and the Letters Patent including any renewal, re-examination, extension and reissue of

said Letters Patent, execute all necessary assignment papers to cause any and all of said Letters Patent to be issued to the ASSIGNEE, make all rightful oaths, and, generally do everything possible to aid the ASSIGNEE, its successors and assigns, to obtain and enforce proper protection for the Invention in any and all countries and jurisdictions.

The undersigned ASSIGNOR hereby authorizes the firm of **Gowling WLG (Canada) LLP** to correct errors in this Assignment or to insert any further identification or other information necessary or desirable to make this Assignment suitable for recordal in any country.

This Assignment supersedes any other previous Agreement to the contrary between the parties. SIGNED, SEALED AND DELIVERED at Calgary, Alberta, this 25 day of July 2019.

ASSIGNOR
VERTEX DOWNHOLE LTD.

Per: 
(Signature)

Name: Rick Filipovic
(Please Print)

Title: C.E.O.
(Please Print)

"I have authority to sign on behalf of the above company"

This Assignment accepted by:
**CHARGER INDUSTRIES CANADA
LIMITED PARTNERSHP**

Per: 
(Signature)

Name: Tyler Armstrong
(Please Print)

Title: President
(Please Print)

"I have authority to sign on behalf of the above company"

Date: July 25, 2019