

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5880441

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSETT ROLL-OVER AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
ATI AGRITRONICS INC.	07/06/2016
RECEIVING PARTY DATA	
Name:	INTELLICONN COMMUNICATION SOLUTIONS INC.
Street Address:	402 - 15 INNOVATION BLVD
City:	SASKATOON SASKATCHEWAN
State/Country:	CANADA
Postal Code:	S7N 2X8
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15778556
CORRESPONDENCE DATA	
Fax Number:	(612)305-1414
<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:	6123051400
Email:	reg@dewittllp.com
Correspondent Name:	DEWITT LLP
Address Line 1:	2100 AT&T TOWER
Address Line 2:	901 MARQUETTE AVENUE
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402
ATTORNEY DOCKET NUMBER:	14409.012
NAME OF SUBMITTER:	RACHEL GAGLIARDI
SIGNATURE:	/Rachel Gagliardi/
DATE SIGNED:	12/20/2019
Total Attachments: 7	
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SECTION 85(1) ASSET ROLL-OVER AGREEMENT

THIS AGREEMENT MADE EFFECTIVE THE 6th DAY OF JULY, 2016.

BETWEEN:

ATI AGRITRONICS INC.

("ATI")

AND:

OBJECTIFIED SOFTWARE INC.

("Objectified")

AND:

J & H MOBILE SEED PROCESSING LTD.

("J & H")

(collectively, the "Vendors")

AND:

INTELLICONN COMMUNICATION SOLUTIONS INC.

(the "Purchaser")

WHEREAS:

1. The Purchaser is a corporation, duly incorporated under the laws of the Province of Saskatchewan, and is, at the effective date hereof, in good standing with the Director, Corporate Registry for Saskatchewan.

2. The Vendors are, among other things, the joint legal and beneficial owners of the property and assets described on Schedule "A" attached hereto (collectively, the "Assets"), of which ATI owns an undivided 50% interest and each of Objectified and J & H owns an undivided 25% interest.

3. The Vendors wish to sell, and the Purchaser wishes to acquire, their respective interests in the Assets utilizing the "roll-over" provisions of section 85(1) of the *Income Tax Act* (Canada), all on the terms and conditions hereinafter stated.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. AGREEMENT TO BUY AND SELL ASSETS

1.1 The Vendors agree to sell, and the Purchaser agrees to acquire, all of the Vendors' right, title, and interest in and to the Assets at and for their fair market value being an aggregate price (the "Purchase Price"), allocated to or amongst the Assets, or classes of Assets, as more particularly identified on Schedule "A" attached hereto.

1.2 This Agreement is intended to operate as an actual transfer and assignment of the Assets from the Vendors to the Purchaser effective as of the effective date hereof, and the parties hereto agree that all further assurances, transfers and conveyances which may be necessary or desirable, or as counsel may advise, shall be executed by the parties hereto for the purpose of more effectively and completely carrying out the intentions expressed in this Agreement. In the event that any of the Assets cannot, for whatever reason, be effectively transferred to the Purchaser effective as at Closing (as hereinafter defined), the Vendors hereby declare that they will continue to hold bare legal title to any such Assets, as trustees for and on behalf of the Purchaser, and that the Vendors will execute such transfers and other conveyances that may be required at the request of the Purchaser to vest legal title of the Assets in the name of the Purchaser. In consideration of the foregoing the Purchaser agrees to indemnify and save harmless the Vendors from and against all claims, costs and expenses which the Vendors may incur in fulfilling their trust obligations to the Purchaser and holding bare legal title to the Assets from and after the closing hereof until such time as the Assets can be validly and effectively transferred to the Purchaser.

2. CONSIDERATION

2.1 In consideration of the transfer of assets, the Purchaser agrees to pay to the Vendors the Purchase Price

3. ROLLOVER

3.1 The Vendors and the Purchaser agree that the purchase and sale of the Assets contemplated herein shall take place on a rollover basis pursuant to subsection 85(1) of the *Income Tax Act* (Canada). The parties agree to make an election pursuant to the provisions of the said subsection 85(1) at an amount to be determined and set by the Vendors (the "Elected Amount"), which amount shall be deemed to be the Vendors' proceeds of disposition of the Assets and the Purchaser adjusted cost base for such Assets.

4. REPRESENTATIONS, WARRANTIES AND COVENANTS

4.1 In addition to any other representations, warranties or covenants of the Vendors to the Purchaser herein, the Vendors hereby specifically represent, warrant and covenant to and in favour of the Purchaser that:

- (a) the Vendors have good and sufficient power, authority and right to enter into and deliver this Agreement and to transfer the legal and beneficial title and ownership of the Assets to the Purchaser free and clear of all liens, charges, encumbrances, claims or rights of others save and except for those encumbrances as may be currently registered against title to the Assets and/or those encumbrances as have been expressly accepted by the Purchaser.

4.2 In addition to any other representations, warranties or covenants of the Purchaser to the Vendors herein, the Purchaser hereby specifically represents, warrants and covenants to and in favour of the Vendors that:

- (a) the Purchaser has full power and authority to enter into this Agreement and fulfil its obligations herein; and
- (b) the Purchaser accepts the Assets, and any and all improvements situate thereon, in an "as is, where is" condition, and acknowledges that save as may otherwise be provided herein the Vendors have made no representation or warranty respecting the state, condition or fitness for any particular purpose of the Assets.

5. PRICE ADJUSTMENT CLAUSE: FAIR MARKET VALUE

5.1 It is the intention of the Vendors and the Purchaser that the Purchase Price represents the fair market value of the Assets sold. In the event that Canada Revenue Agency ("CRA") should determine the value of the Assets being sold hereunder as different from the Purchase Price, and such determination is approved by the Vendors and the Purchaser or failing such approval, is confirmed by a court of competent jurisdiction, then the Vendors and the Purchaser shall accept the value so determined by CRA as the fair market value of the Assets being sold herein.

5.2 If the value of the Assets so determined in accordance with Article 5.1 hereof is greater than the Purchase Price, then the difference shall be retroactively added to the Purchase Price and such difference shall be satisfied by the increase of the value per share of the Shares. If the value of the Assets so determined is less than the Purchase Price, the difference shall be retroactively subtracted from the Purchase Price and such difference shall be satisfied by the decrease of the value per share of the Shares.

6. CLOSING DATE

6.1 The Vendors and the Purchaser agree that the closing of the within transaction (the "Closing") shall take place on the effective date hereof at 1:00 p.m. C.S.T. At Closing the Vendors shall deliver to the Purchaser clear title to the Assets and the Purchaser shall deliver to the Vendors the share certificates representing the Shares.

7. STATED CAPITAL

7.1 The Vendors and the Purchaser agree to cause to be added to the stated capital account of the Purchaser in respect of the Shares to be issued pursuant to this Agreement and no more, pursuant to the provisions of Section 26(1.2) of *The Business Corporations Act* (Saskatchewan).

8. GST ELECTION & PROVINCIAL SALES TAXES

8.1 The Purchaser is a GST registrant and its registration number under the *Excise Tax Act* (Canada) is: 798033296RT0001.

8.2 The Vendors are all GST registrants and their registration numbers under the *Excise Tax Act* (Canada) are:

- ATI: 857834378RT0001
- Objectified: 858432289RT0001
- J & H: 850991886RT0001

8.3 It is acknowledged and agreed by the Purchaser and the Vendors that the Purchase Price does not include goods and services tax ("GST") pursuant to the *Excise Tax Act* (Canada). The parties agree that they will jointly execute, in the prescribed form, and the Purchaser shall file within the required time for filing, an election (the "GST Election") under Section 167(1) of the *Excise Tax Act* (Canada) that GST not be payable on the purchase and acquisition of the personal property comprising part of the Assets, and in furtherance of this mutual covenant, the Vendors hereby represent and warrant to the Purchaser that the Assets constitute all, or substantially all, of the assets necessary or reasonably necessary to carry on the business of the Vendors in substantially the same manner as the Vendors have heretofore carried on such business; and the Purchaser hereby covenants and agrees to indemnify and save harmless the Vendors against any applicable GST, together with any interest and/or penalties assessed thereon, arising from a determination that the conditions for filing the election pursuant to

Section 167(1) of the *Excise Tax Act* (Canada) have not been satisfied for any reason other than the inaccuracy of the representation of the Vendors to the Purchaser given herein.

8.4 The parties agree that it is their understanding that no provincial sales tax is payable with respect to the within purchase and sale of the Assets, by virtue of Part E of Saskatchewan Finance Information Bulletin PST-60 issued March 30, 2000, revised August 2003, but in the event a taxing authority having jurisdiction should subsequently determine that provincial sales tax should have been collected and remitted in respect of the within purchase and sale transaction, the Purchaser agrees to indemnify (which indemnity shall survive the Closing) and save the Vendors harmless in respect of the same, including, without limitation, the payment by the Purchaser of any and all applicable provincial sales tax, interest and penalties assessed thereon.


9. GENERAL

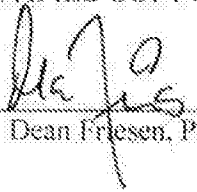
9.1 The Parties agree to execute and deliver all such further and other documents or instruments as may be necessary, desirable or of benefit to give effect to the purpose and intent of this Agreement.

9.2 Time shall be of the essence of this Agreement.

9.3 This Agreement shall be binding upon the Vendors and their heirs, administrators, successors and assigns, and shall enure to the benefit of the Purchaser and its administrators, successors, and assigns.

IN WITNESS WHEREOF the Vendors have hereunto executed this Agreement.

(seal) ATI AGRITRONICS INC.
 PER: 
 Ken Jackson, Director

(seal) OBJECTIFIED SOFTWARE INC.
 PER: 
 Dean Friesen, President

(seal) J & H MOBILE SEED PROCESSING LTD.
 PER: 
 Steven Chivilo, President

IN WITNESS WHEREOF the Purchaser has hereunto executed this Agreement.

INTELLICONN COMMUNICATION SOLUTIONS INC.

(seal)

PER:



Ken Jackson, Director

Schedule "A"

<u>Assets Sold and Transferred</u>	<u>Transfer Price</u>
1. Grain Sampling and Tracking System (including related patents)	
- Extractor	
- Splitter Module	
- Storage Containers	
- Tracking Application	
2. Established Distribution Channels for the Grain Sampling and Tracking System	
3. Goodwill	
TOTAL	