

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6118963

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT	
NATURE OF CONVEYANCE:	Corrective Assignment to correct the SPELLING OF ASSIGNEE'S NAME; THE COVER SHEET SHOULD REFERENCE KMG INDUSTRIAL LUBRICANTS CANADA, INC. previously recorded on Reel 052324 Frame 0912. Assignor(s) hereby confirms the THE ASSIGNMENT FROM DEAN CHISHOLM TO KMG INDUSTRIAL LUBRICANTS CANADA, INC.	
RESUBMIT DOCUMENT ID:	506009002	
CONVEYING PARTY DATA		
	Name	Execution Date
	DEAN CHISHOLM	01/31/2017
RECEIVING PARTY DATA		
Name:	KMG INDUSTRIAL LUBRICANTS CANADA, INC.	
Street Address:	SUITE 1700, PARK PLACE	
Internal Address:	666 BURRARD STREET	
City:	VANCOUVER, BRITISH COLUMBIA	
State/Country:	CANADA	
Postal Code:	V6C 2X8	
PROPERTY NUMBERS Total: 3		
	Property Type	Number
	Application Number:	61921285
	Application Number:	14577453
	PCT Number:	IB2014003275
CORRESPONDENCE DATA		
Fax Number:	(801)328-1707	
<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>		
Email:	reller@wnlaw.com	
Correspondent Name:	WORKMAN NYDEGGER/JOHN C. STRINGHAM	
Address Line 1:	60 EAST SOUTH TEMPLE #1000	
Address Line 4:	SALT LAKE CITY, UTAH 84111	
ATTORNEY DOCKET NUMBER:	20014.0	
NAME OF SUBMITTER:	JOHN C. STRINGHAM	
SIGNATURE:	/JOHN C. STRINGHAM/	
DATE SIGNED:	05/22/2020	

Total Attachments: 7

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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DEAN CHISHOLM	01/31/2017
RECEIVING PARTY DATA	
Name:	KMG INDUSRIAL LUBRICANTS CANADA, INC.
Street Address:	SUITE 1700, PARK PLACE
Internal Address:	666 BURRARD STREET
City:	VANCOUVER, BRITISH COLUMBIA
State/Country:	CANADA
Postal Code:	V6C 2X8
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	61921285
Application Number:	14577453
PCT Number:	IB2014003275
CORRESPONDENCE DATA	
Fax Number:	(801)328-1707
Email:	reller@wnlaw.com, docketing@wnlaw.com
<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>	
Correspondent Name:	WORKMAN NYDEGGER/JOHN C. STRINGHAM
Address Line 1:	60 EAST SOUTH TEMPLE #1000
Address Line 4:	SALT LAKE CITY, UTAH 84111
ATTORNEY DOCKET NUMBER:	20014.0
NAME OF SUBMITTER:	JOHN C. STRINGHAM
Signature:	/JOHN C. STRINGHAM/

Date:

04/06/2020

Total Attachments: 5

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RECEIPT INFORMATION

EPAS ID: PAT6048864

Receipt Date: 04/06/2020

PATENT ASSIGNMENT & TERMINATION OF LICENSE

WHEREAS, **Dean CHISHOLM**, a citizen of **Canada** residing at #513, 9805 Second Street, Sidney, British Columbia, CANADA V8L 4T9 ("**ASSIGNOR**"), is an inventor of the invention in **SAFETY CLOSURES AND PUMPING SYSTEMS**, also referred to as the "**MONGOOSE**", and various patent rights embodying and encompassing the invention set forth in Schedule A (collectively with the invention, the "Patent Rights");

WHEREAS, **KMG INDUSTRIAL LUBRICANTS CANADA, INC.** ("**ASSIGNEE**"), a company incorporated and existing under the laws of the Province of British Columbia, Canada, with its registered office located at Suite 1700, Park Place, 666 Burrard Street, Vancouver, British Columbia, CANADA V6C 2X8, is desirous of obtaining the entire right, title, and interest in, to and under the Patent Rights, in connection with a concurrent transaction executed with **SEALWELD CORPORATION** ("Sealweld"), a company incorporated and existing under the laws of the Province of Alberta, Canada, with offices located at 106 4116 64th Ave. S.E., Calgary, Alberta, CANADA T2C2B3;

NOW, THEREFORE, in exchange for good and valuable consideration to ASSIGNOR, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, his entire, worldwide right, title and interest in, to and under the Patent Rights, including each of the Patent Rights embodying the invention and any other United States application to which priority is claimed including under 35 U.S.C. § 119, or any application claiming priority to any of the Patent Rights under 35 U.S.C. § 120, including all divisions, continuations, and continuations-in-part thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries other than the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application 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 may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for the Patent Rights in any country or countries foreign to the United States and all extensions, renewals and reissues thereof, the same to be held and enjoyed by the ASSIGNEE, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had this sale and assignment not been made;

And ASSIGNOR and Sealweld hereby authorize and request 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 it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

And ASSIGNOR and Sealweld hereby covenant and agree that he or it has the full right to convey the entire interest herein assigned, and that he or it has not executed, and will not execute, any agreement in conflict herewith;

And ASSIGNOR and Sealweld hereby further covenant and agree that he or it will communicate to the ASSIGNEE, its successors, legal representatives and assigns, any facts known to him or it respecting said Patent Rights, testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the ASSIGNEE or, its successors, legal representatives and assigns, to obtain and enforce proper protection for said Patent Rights in all countries;

And ASSIGNEE, ASSIGNOR, and Sealweld agree that this Agreement will be governed by and construed in accordance with the laws of the State of Texas, without giving effect to its choice of laws principles;

Each party hereto consents to the exclusive jurisdiction of the state and federal courts located in the State of Texas in any action brought under this Agreement, or arising from this Agreement, or to enforce its terms, and each party waives any right to object to the venue of such courts and any right to assert that such courts are an inconvenient forum, and each party agrees to the exclusive personal jurisdiction of such courts.

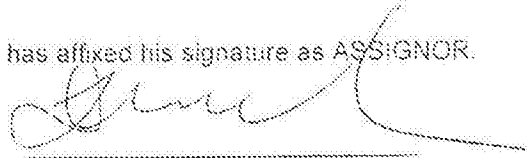
ASSIGNOR hereby authorizes the ASSIGNEE's patent attorney to complete this form by the addition or modification of the application number, application filing date, and attorney docket number, if necessary.

Each party hereto acknowledges and agrees that, with (i) the concurrently executed Asset Purchase Agreement, whereby ASSIGNEE acquires the assets of SEALWELD, and (ii) the execution of this Agreement whereby ASSIGNEE acquires the Patent Rights, the Exclusive License Agreement effective November 30, 2016 between the ASSIGNOR, on the one hand, and SEALWELD, on the other hand, is no longer required and is hereby terminated in its entirety. All parties acknowledge that no further accrued royalties are due, no further disclosures of Improvements are required, and all other obligations are terminated effective immediately.


[Signature Page Follows]

IN WITNESS WHEREOF, the inventor has affixed his signature as ASSIGNOR.

Date: Jan 31/17


DEAN CHISHOLM

On this 31 day of Jan, 2017, before me appeared DEAN CHISHOLM, to me known and known to me to be the person of that name, who signed the foregoing instrument, and acknowledged the same to be his free act and deed.


Witness
MARGARET CHISHOLM

SEALWELD CORPORATION (Former Licensee)

Date: January 31 2017


By: Andrea Anent

Its: President

KMG INDUSTRIAL LUBRICANTS CANADA, INC. (ASSIGNEE)

Date: _____

By: Christopher T. Fraser

Its: President and CEO

IN WITNESS WHEREOF, the inventor has affixed his signature as ASSIGNOR.

Date: _____

DEAN CHISHOLM

On this _____ day of _____, 2017, before me appeared DEAN CHISHOLM, to me known and known to me to be the person of that name, who signed the foregoing instrument, and acknowledged the same to be his free act and deed.

Witness

SEALWELD CORPORATION (Former Licensee)


Date: _____

By: Andrea Arient

Its: President

KMG INDUSTRIAL LUBRICANTS CANADA, INC. (ASSIGNEE)

Date: January 31, 2017



By: Christopher T. Fraser

Its: President and CEO

SCHEDULE A: PATENT RIGHTS

Title	Application No. / Registration No.	Application Date / Registration Date	Country	Case Status
Valve Sealing Method	61/921,285	12/27/2013	United States of America	Expired
Safety Closures and Pumping Systems	14/577453	12/19/2014	United States of America	Pending
Safety Closures And Pumping Systems	PCT/IB2014/003275	12/22/2014	Patent Cooperation Treaty	Expired at end of life
Safety Closures And Pumping Systems	2935075	12/22/2014	Canada	Pending
Safety Closures And Pumping Systems	201480076533.6	12/22/2014	China	Pending
Safety Closures And Pumping Systems	14889257.3	12/22/2014	European Patent Office	Pending
Safety Closures And Pumping Systems	MX/a/2016/008533	12/22/2014	Mexico	Pending
Safety Closures And Pumping Systems	1601003835	12/22/2014	Thailand	Pending
Safety Closures And Pumping Systems	201617024930	12/22/2014	India	Pending