# 506135111 07/01/2020

# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
MATTHEW OEHLER	03/27/2020
MARK KEVIN FISHER	03/30/2020
SCOTT JOSEPH D'AGOSTINO	03/26/2020
BRIAN DORFMAN	03/30/2020
MARK JOHN D'AGOSTINO	03/30/2020
CORY SNYDER	03/20/2020
WILLIAM SCOTT MALONE	03/30/2020

# **RECEIVING PARTY DATA**

Name:	PROPPANT EXPRESS SOLUTIONS, LLC
Street Address:	950 17TH STREET, SUITE 1350
City:	DENVER
State/Country:	COLORADO
Postal Code:	80202

# **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	16852174

# **CORRESPONDENCE DATA**

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

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ATTORNEY DOCKET NUMBER:	PROPX-6 DIV2(043920.0025)	
NAME OF SUBMITTER:	DAN CLEVELAND, JR.	
SIGNATURE:	/Dan Cleveland, Jr./	
DATE SIGNED:	07/01/2020	

# Total Attachments: 8 source=Assignment-PROPX-6DIV2-Signed-pdfa#page1.tif source=Assignment-PROPX-6DIV2-Signed-pdfa#page2.tif source=Assignment-PROPX-6DIV2-Signed-pdfa#page3.tif source=Assignment-PROPX-6DIV2-Signed-pdfa#page4.tif source=Assignment-PROPX-6DIV2-Signed-pdfa#page5.tif source=Assignment-PROPX-6DIV2-Signed-pdfa#page6.tif source=Assignment-PROPX-6DIV2-Signed-pdfa#page7.tif source=Assignment-PROPX-6DIV2-Signed-pdfa#page8.tif

# ASSIGNMENT

This Assignment is made and executed by Matthew Oehler, Mark Kevin Fisher, Ian Wilson, Scott Joseph D'Agostino, Mark John D'Agostino, Brian Dorfman, Cody Snyder, and William Scott Malone (hereinafter "Assignors"), to and in favor of Proppant Express Solutions, LLC, having a business address of 950 17th Street, Suite 1350, Denver, CO 80202 (hereinafter "Assignee").

Whereas each of the Assignors desires to assign his/her entire right, title and interest in and to the invention described in Application No. 16/852,174 , filed on April 17, 2020 , and titled "PROPPANT DISPENSING SYSTEM WITH KNIFE-EDGE GATE" (hereinafter the "Patent Application"), for valuable consideration; and whereas Assignee has provided such valuable consideration to the Assignors.

Whereas Assignee has provided such valuable consideration to the Assignors;

Accordingly, the Assignors warrant, covenant, and agree as follows:

- 1. Each of the Assignors hereby sells, assigns, and conveys to Assignee such Assignor's entire right, title, and interest in and to the invention described in the Patent Application, including (i) the Patent Application itself and any substitute patent application based in whole or in part on the Patent Application, (ii) all national and regional patent applications claiming the priority of the Patent Application or resulting from or based on the Patent Application, whether pursued as a patent, an inventor's certificate, a utility model or the like, including all rights of priority based on the Patent Application, and all substitute, continuation, continuation-in-part and divisional applications based in whole or in part on any such national or regional applications, and (iii) all patents, inventor's certificates, utility models and the like resulting from any of the such applications, and any reissues and extensions thereof.
- 2. Each of the Assignors hereby sells, assigns, and conveys to Assignee such Assignor's entire right, title, and interest in and to (i) all counterparts to all or any part of the Patent Application that are not included in Paragraph 1 above and that have been or may be filed in any country or under the Patent Cooperation Treaty or other international treaty, whether pursued as a patent, an inventor's certificate, a utility model or the like, including all rights of priority based on the Patent Application or any counterpart, and all substitute, continuation, continuation-in-part and divisional applications based in whole or in part on any of the counterparts, and (iii) including all patents, inventor's certificates, utility models resulting from any of the counterparts, any reissues and extensions thereof.
- 3. Each of the Assignors hereby grants to Assignee the sole and exclusive right to prosecute the Patent Application and all related applications as described in Paragraphs 1 and 2 above, as well as any opposition proceedings, reissue applications, reexaminations, and nullity or invalidity proceedings. Each of the Assignors authorizes all governmental bodies having the power to issue patents, inventor's certificates or utility models to issue a patent, inventor's certificate or utility model based on the Patent Application or any related applications as described in Paragraphs 1 and 2 above in the name of Assignee.
- 4. Each of the Assignors agrees upon request and without further consideration, but at Assignee's expense: (a) to assist Assignee in prosecuting the Patent Application and all related applications as described in Paragraphs 1 and 2 above, as well as opposition proceedings, reissue applications, reexaminations, and nullity or invalidity proceedings; (b) to provide Assignee with information concerning the Patent Application and the related applications described in Paragraphs 1 and 2 above to enable Assignee to obtain, secure and protect all of the rights, title and interest sold, assigned, conveyed and granted under this Assignment (the "Assigned Assets"); (c) to sign papers, take oaths and testify in legal proceedings to enable Assignee to obtain, secure and protect the Assigned Assets; and (d) to perform all

acts reasonably necessary to enable Assignee to obtain, secure and protect the Assigned Assets, including assistance in any proceedings pertaining to the Patent Application and the related applications described in Paragraphs 1 and 2 above or to their enforcement.

- 5. Each of the Assignors warrants and covenants that such Assignor has the full right to sell, assign and convey the Assigned Assets, and that to his knowledge all of the Assigned Assets are free and clear of all mortgages, liens, security interests, charges, claims, royalty obligations and encumbrances of any nature whatsoever and that the Assignor has not executed and will not execute any agreement in conflict with this Assignment.
- Assignee may assign the Assigned Assets in whole or in part. All references herein to Assignee include any successors or assigns of Assignee.
- 7. Each of the Assignors hereby authorizes any member of the firm of Fennemore Craig, P.C. to insert or complete any information, including but not limited to the patent application serial number, needed to effect this document's recordation with any appropriate governmental or other body, organization or office that provides for the recordation of assignments of assets such as those included in the Assigned Assets.

3/27/20		Mas Oa	>
Date		Matthew Ochler	
State of Colorado			
State of Colorado Commity of Denvel	) 8% )		
On this 21 <sup>a</sup> day of be the person whose reme is sainstrument for the purposes thes My commission expires:  ### ### ### ########################	rein contained.  Control Contr	26 before me personally appeared Matrix rument, and acknowledged to me that size es ACYTARY PUBLIC	ew Ochier known to me to cecuted the foregoing
Date		Mark Kevin Fisher	, 1111111,
State of	's an		
On this day of to be the person whose name is instrument for the purposes the	s subscribed to the within i	, bziore me personally appeared Mark natrament, and acknowledged to me that sh	Kevin Naher known to me e executed the firegoing
My commission expires:		NOTARY PUBLIC	

acts reasonably necessary to enable Assignee to obtain, secure and protect the Assigned Assets, including assistance in any proceedings pertaining to the Patent Application and the related applications described in Paragraphs 1 and 2 above or to their enforcement.

- Each of the Assignors warrants and covenants that such Assignor has the full right to sell, assign and convey the Assigned Assets, and that to his knowledge all of the Assigned Assets are free and clear of all mortgages, liens, security interests, charges, claims, royalty obligations and encumbrances of any nature whatsoever and that the Assignor has not executed and will not execute any agreement in conflict with this Assignment.
- Assignee may assign the Assigned Assets in whole or in part. All references herein to Assignee include any successors or assigns of Assignee.
- Each of the Assignors hereby authorizes any member of the firm of Fennemore Craig, P.C. to insert or complete any information, including but not limited to the patent application serial number, needed to effect this document's recordation with any appropriate governmental or other body, organization or office that provides for the recordation of assignments of assets such as those included in the Assigned Assets.

Date	Matthew Ochier
State of	
) ss) ss)	
On this day of	before me personally appeared <b>Matthew Ochler</b> known to me to ewithin instrument, and acknowledged to me that she executed the foregoing i.
My commission expires:	NOTARY PUBLIC
3   30   20 20 Date	Mark Kevin Fisher
State of <u>Colorado</u> )	
On this day of March to be the person whose name is subscribed to instrument for the purposes therein contained My commission expires:	o the within instrument, and acknowledged to me that she executes are saregoing
RACHEL ELIZABETH MCGHEE Notary Public - State of Colorado Notary ID 20164044312 My Commission Expires Nov 21, 2020	

Date	Inn Wilson
State of	
County of	) <u>**</u> )
On this day of person whose name is subscribed to the purposes therein contained.	before me personally appeared Ian Wilson known to me to be the he within instrument, and acknowledged to me that she executed the foregoing instrument
My commission expires:	NOTARY PUBLIC
00/00/00	
03/26/20	p car p wars
Date	Scott Joseph D'Agostino
State of Cockado	
County of Olmver	) <del>48</del> . }
On this 45 day of 14 to me to be the person whose name is foregoing instrument for the purpose	s subscribed to the within instrument, and acknowledged to me that she executed the
My commission expires:	YOTARY PUBLIC
RACHEL ELIZABETH MCGHEE Notary Public - State of Colorad Notary ID 20164044312 My Commission Expires Nov 21, 2	<b>)</b>

Date	Mark John D'Agostino
State of)	
County of) 25.	
On this day of me to be the person whose name is subscribed to the instrument for the purposes therein contained.	, before me personally appeared Mark John D'Agostino known to e within instrument, and acknowledged to me that she executed the foregoing
My commission expires:	NOTARY PUBLIC
2/2/22	<u> </u>
Date	Brian Dorfman
State of <u>COtorado</u> )	
County of Den see	
On this 50th day of Wareh be the person whose name is subscribed to the with instrument for the purposes therein contained.	
My commission expires:	NOTARY PUBLIC
RACHEL ELIZASETH MCGHEE Notary Public - State of Colorado Notary ID 20164044312 My Commission Expires Nov 21, 2020	Agranus Comme.
Date	Cory Snyder
State of)	
County of) ss.	
On thisday of	before me personally appeared Cory Snyder known to me to be instrument, and acknowledged to me that she executed the foregoing
My commission expires:	NOTARY PUBLIC

<u>3 30 2020</u> Date	Mark John D'Agostino
State of COloracto	
County of DE No. K.	
On this 30 day of M.O. MAN me to be the person whose same is subscribed to the w instrument for the purposes therein contained.  The commission expires:  RACHEL ELIZABETH MCGHEE Notary Public - State of Colorado Notary ID 28164044312 My Commission Expires Nov 21, 2020	2.020 before me personally appeared Mark John D'Agostino known to rithin instrument, and acknowledged to me that she executed the foregoing JOTARY PUBLIC
Date	Brian Dorfman
State of	
County of	
On thisday of	, before me personally appeared Brian Dorfman known to me to instrument, and acknowledged to me that she executed the foregoing
My commission expires:	NOTARY PUBLIC
Date	Cory Snyder
State of	
County of	
On thisday of the person whose name is subscribed to the within in- instrument for the purposes therein contained.	before me personally appeared Cory Snyder known to me to be trument, and acknowledged to me that she executed the foregoing
My commission expires:	NOTARY PUBLIC

Page 4 of 5

Date	Mark John D'Agostino
State of	
County of) %s.	
On this day of	before me personally appeared Mark John D'Agostine known to a instrument, and acknowledged to me that she executed the foregoing
My commission expires:	NOTARY PUBLIC
Date	Brian Dorfman
State of	
County of	
On this day of be the person whose name is subscribed to the within instringent for the purposes therein contained.	, before me personally appeared Brian Dorfman known to me to runent, and acknowledged to me that she executed the foregoing
My commission expires:	NOTARY PUBLIC
3/20/20 Date	Cory Snyder
State of COVOrado ) ss.	
mai 700 some Marria 70	120 before me personally appeared Cory Snyder known to me to be nent, and acknowledged to me that she executed the foregoing
My commission expires:	MOTARY PUBLIC
RACHEL ELIZABETH MCGHEE Notary Public - State of Colorado Notary ID 20164044312 My Commission Expires Nov 21, 2020	Page 4 of 3

3   30   2020 Date	William Scott Malone
State of Polorado	
County of Deniuly	SS.
On this 20 day of 1240 on me to be the person whose name is subscienting the purposes therein contains	A 2010, before me personally appeared William Scott Malone known to ribed to the within instrument, and acknowledged to me that she executed the foregoing ined.
My commission expires:	Machu V
RACHEL ELIZABETH MCGHEE Notary Public - State of Colorad Notary ID 20164044312 My Commission Expires Nov 21, 2	