

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT6328558

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
SEQUENCE:	1	
CONVEYING PARTY DATA		
Name		Execution Date
DEMERS BEAULNE INC TRUSTEE FOR SIGMA ENERGY STORAGE		08/20/2020
RECEIVING PARTY DATA		
Name:	QUBE 4D VENTURES INC.	
Street Address:	1985 55TH AVENUE	
Internal Address:	100	
City:	DORVAL	
State/Country:	CANADA	
Postal Code:	H9P 1G9	
PROPERTY NUMBERS Total: 5		
Property Type	Number	
Application Number:	16166696	
Application Number:	16089245	
Application Number:	62680200	
Application Number:	62799191	
Application Number:	14674952	
CORRESPONDENCE DATA		
Fax Number:	(514)397-6823	
<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>		
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ATTORNEY DOCKET NUMBER:	20-8917-119	
NAME OF SUBMITTER:	GEORGIA ROUMELIOTIS LAWYER	
SIGNATURE:	/GR/Me/ 10	
DATE SIGNED:	09/30/2020	

PATENT

Total Attachments: 4

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TRANSFER AND ASSIGNMENT OF PATENTS AND INTELLECTUAL PROPERTY

This Transfer and Assignment of Patents (the "Agreement") is made and effective the 20th day of August 2020.

BETWEEN: **DEMERS BEAULNE INC.** (the "Trustee"), a corporation duly organized and existing with its head office located at 1800 Avenue Mc Gill College, Suite 600, Montreal, Quebec, Canada, H3A 3J6:

AND: **QUBE 4D VENTURES INC.]** (the "Assignee"), a corporation organized and existing under the laws of Canada, with its head office located at 1985 55th Avenue Suite 100 Dorval Quebec H9P 1G9

The Trustee and The Assignee collectively hereinafter called the Parties.

Preamble

WHEREAS Sigma Energy Storage Inc. filed a voluntary assignment on the 23rd day of December 2019 (505 11-016220-191) and the Trustee in its capacity as the trustee of Sigma was appointed as trustee of the estate of Sigma by virtue of sub-section 102(1) of the Bankruptcy and Insolvency Act (R.S.C., 1985, c. B-3) mandated to proceed with the liquidation of Sigma's assets including the Patents described in Annex C of the attached Exhibit A.

WHEREAS on December 23, 2019 Sigma was the owner and or holder of the United States patent application US 16/ 166, 696 hereinafter was referred to as the First patent.

WHEREAS on December 23, 2019 Sigma was the owner and or holder of the United States patent application US 16 16/089,245 hereinafter was referred to as the Second patent.

WHEREAS on December 23, 2019 Sigma was the owner and or holder of the United States patent application US 62/680,200 hereinafter was referred to as the Third patent.

WHEREAS on December 23, 2019 Sigma was the owner and or holder of the United States patent application US 62/799,191 hereinafter was referred to as the Fourth patent.

WHEREAS on December 23, 2019 Sigma was the owner and or holder of Canadian Patent bearing patent application number 3,020,037 hereinafter was referred to as the Fifth patent.

WHEREAS on December 23, 2019 Sigma was the owner and or holder of Canadian Patent bearing patent application number 2,942,593 hereinafter was referred to as the Sixth patent.

WHEREAS on December 23, 2019 Sigma was the owner and or holder of the United States patent bearing application issue number 14/674,952 hereinafter was referred to as the Seventh patent.

WHEREAS on December 23, 2019 Sigma was the applicant with respect to international patent application Number PCT/CA2019/ 05 0776 hereinafter referred as the Eighth patent.

WHEREAS on February 28, 2020 the Trustee accepted Assignee's offer to acquire title to the Patents for the sum of \$34, 178.03 and on March 2nd 2020 the Trustee advised the Assignee of the said acceptance and transfer, as appears from the attached Exhibit B;

WHEREAS the ASSIGNEE wishes to confirm its rights, title, and interest in the applications and the Patent and the registration to its proper name.

NOW, the parties agree as follows:

Preliminary

1.1 In this Memorandum of Agreement, the following terms, where the first letter is capitalized shall have the following meanings.

1.2 First Patent, Second Patent, Third Patent, Fourth Patent, Fifth Patent, Sixth Patent, Seventh Patent and Eighth Patent each have the meaning assigned in the recitals of this agreement.

1.3 "Intellectual Property" means the Patents and all the inventions referred to in the patents if any at any and all intellectual property related to or associated with the same.

1.4 "Patents" means the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th and 8th Patent.

1.5 "Person" Means any individual Corporation company partnership Association trust affirm joint venture or any other legal entity whether or not such entity conscious illegal person with the mean of the civil court of Québec

The preamble and Schedules here too shall form an integral part here of initial avail as if recited herein at length.

1. ASSIGNMENT

Trustee does hereby irrevocably assign to Assignee all rights, title, and interest in and to the Patents and the Intellectual Property that were held and or owned by Sigma and now are vested in the Trustee in its capacity of Trustee in Bankruptcy appointed to the estate of Sigma.

2. CONSIDERATION

In consideration of the assignment set forth in Section 1, Assignee shall pay Trustee the sum of \$34, 178.03 and which amount the Trustee acknowledges to have received, whereof quit for same.

The Trustee hereby authorizes the United States Patent and Trademark Office and the Canadian Intellectual Property Office to issue any Patents resulting from the Patent Application to the Assignee.

3. REPRESENTATIONS AND WARRANTIES

Trustee represents and warrants to Assignee:

- (a) Trustee has the right, power, and authority to enter into this Agreement.
- (b) vested in the Trustee's hands are all the rights, title and interest, including all intellectual property rights, in the Patents and application to the Patents that Sigma owned and or held.
- (c) The Patents and application to the Patents are free of any liens, security interests, encumbrances, or licenses.
- (d) There are no claims, pending or threatened, with respect to Trustee's rights in the Patent and application to the Patents.
- (e) This Agreement is valid, binding and enforceable in accordance with its terms;
- (f) Trustee is not subject to any agreement, judgment, or order inconsistent with the terms of this Agreement; and
- (g) the Assignee can register and dispose of the Patents and applications to the Patents in the Assignee's own name.

4. ENTIRE AGREEMENT

This Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

5. AMENDMENT

This Agreement may be amended only by a writing signed by both parties.

6. SEVERABILITY

If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

7. AGREEMENT TO PERFORM NECESSARY ACTS

Trustee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

8. GOVERNING LAW

This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the province of Quebec and Canada.

The Parties hereto declare and acknowledge that this Agreement as well as any and all accessory documentation has been drafted in the English language at their specific request. Les parties aux présentes déclarent que cette convention ainsi que tous les documents accessoires à ladite convention ont été rédigés en langue anglaise à leur demande spécifique

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

TRUSTEE

DEMERS BEAULNE INC.

Per:

Authorized Signature

Stephane Levesque

Print Name and Title

Licensed Financial Broker

ASSIGNEE

QUBE 4D VENTURES INC.

Per:

Authorized Signature

F. Petrucciolo CEO

Print Name and Title