

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6346930

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
QUICKTHREE SOLUTIONS, INC.	07/01/2018
RECEIVING PARTY DATA	
Name:	QUICKTHREE TECHNOLOGY, LLC
Street Address:	1000 FLORAL VALE BLVD., STE 225
City:	YARDLEY
State/Country:	PENNSYLVANIA
Postal Code:	19067
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17046778
CORRESPONDENCE DATA	
Fax Number:	
<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:	6036680300
Email:	ipadm@SHEEHAN.COM
Correspondent Name:	SHEEHAN PHINNEY BASS & GREEN, PA
Address Line 1:	1000 ELM STREET, 17TH FLOOR
Address Line 4:	MANCHESTER, NEW HAMPSHIRE 03101
ATTORNEY DOCKET NUMBER:	45321-6114
NAME OF SUBMITTER:	KAREN A.MORIN
SIGNATURE:	/Karen A. Morin/
DATE SIGNED:	10/13/2020
Total Attachments: 12	
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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (the "Assignment"), dated as of June 1, 2018, is made by QUICKTHREE SOLUTIONS INC., a corporation existing under the laws of the Province of Saskatchewan ("Assignor") in favor of QUICKTHREE TECHNOLOGY, LLC, a limited liability company existing under the laws of the State of Delaware ("Assignee").

WHEREAS, Assignor and Assignee entered into a certain Asset Purchase Agreement, dated as of May 8, 2018 (the "Purchase Agreement"), whereby Assignor agreed to transfer to Assignee certain of its assets, as more particularly described in the Purchase Agreement;

WHEREAS, Assignor has certain rights with respect to such Intellectual Property Assets; and

WHEREAS, pursuant to the Purchase Agreement, Assignor and Assignee agreed to enter into this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Definitions; Construction. Unless the context otherwise requires, all capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement. The covenants and agreements contained in this Assignment shall be governed by and subject to the terms of the Purchase Agreement.

2. Assignment. Assignor hereby assigns, as of the Closing, to Assignee all of Assignor's rights, interests and benefits whatsoever in the Intellectual Property Assets and Software that is owned by Assignor, including without limitation the Intellectual Property Assets set forth on Schedule A attached hereto. This Assignment includes the goodwill associated with the Intellectual Property Assets, all right, title and interest in and to all inventions and patentable subject matter described in the patents set forth on Schedule A and to any and all reissues or extensions, divisionals, continuations, continuations-in-part, substitute application(s) or supplementary disclosure(s) which may be filed based upon said invention or inventions, in any jurisdiction, the right to apply for registration of any and all rights in or to the Intellectual Property Assets, or any portion thereof, under patent, copyright, trademark and other applicable laws, in any and all jurisdictions where such registration is desired by Assignee, the right to claim for any and all damages by reason of past, present or future infringement of the rights so assigned, and the right to sue for and collect the same, the same to be held and enjoyed by Assignee, its successors and assigns as fully and completely as by the Assignor had this assignment not been made.

3. Appointment of Agent. Assignee appoints Cassels Brock & Blackwell LLP, whose full postal address in Canada is 40 King Street West, Suite 2100, Toronto, Ontario, M5H 3C2, as the firm to whom any notice in respect of the Canadian applications and registrations for the Intellectual Property Registrations may be sent, and upon whom service of any proceedings in respect of the Canadian applications and registrations for the Intellectual Property

Registrations may be given or served with the same effect as if they had been given or served upon it.

4. Further Assurances. The parties agree that, at any time and from time to time after the execution of this Assignment, upon the request of the other party and at the requesting party's expense, they will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged or delivered, all such further acts, deeds, assignments, transfers, conveyances or assurances as may be required in order to consummate the transactions contemplated by this Assignment. Assignor shall cooperate fully with Assignee and with its counsel and accountants in connection with any steps required to be taken as part of Assignor's obligations hereunder.

5. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Conflict. This Assignment is executed and delivered pursuant to the Purchase Agreement. This Assignment is subject in all respects to the terms and conditions of the Purchase Agreement, and all of the representations and warranties, covenants and agreements of Assignor and Assignee contained therein, all of which shall survive the execution and delivery of this Assignment in accordance with the terms of the Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge or modify any of the obligations, agreements, covenants, representations or warranties contained in the Purchase Agreement. Notwithstanding anything to the contrary contained in this Assignment, in the event that any conflict or ambiguity exists between the Purchase Agreement and this Assignment, or any other separate instrument or assignment, the terms and provisions of the Purchase Agreement shall govern and be controlling.

7. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and the federal laws of Canada applicable therein.

8. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first written above.

ASSIGNOR:

QUICKTHREE SOLUTIONS INC.

By: 

Name:

Title: *Alvin Herman*
Pres.

ASSIGNEE:

QUICKTHREE TECHNOLOGY, LLC

By: _____

Name: Charles Young

Title: Chief Executive Officer

[Signature Page to Intellectual Property Assignment]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first written above.

ASSIGNOR:

QUICKTHREE SOLUTIONS INC.

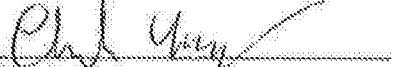
By: _____

Name:

Title:

ASSIGNEE:

QUICKTHREE TECHNOLOGY, LLC

By:  _____

Name: Charles Young

Title: Chief Executive Officer

[Signature Page to Intellectual Property Assignment]

COMMONWEALTH OF PENNSYLVANIA

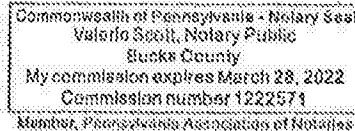
SS.

COUNTY OF BUCKS

Before me, a notary public, in and for the Commonwealth and County aforesaid, on this 28th day of May, 2018, personally appeared Charles Young, who, having been by me duly sworn and having executed the foregoing instrument in my presence, did depose and say that he is the Chief Executive Officer of Quickthree Technology, LLC, the limited liability company that executed the foregoing instrument; that he executed said instrument on behalf of said limited liability company; and that he was duly authorized to do so, intending to be legally bound thereby and intending that said instrument be properly recorded.

Valerie Scott
NOTARY PUBLIC

My Commission Expires: 3/28/2022



AFFIDAVIT OF EXECUTION - ASSIGNOR

CANADA

PROVINCE OF SASKATCHEWAN

TO WIT:

IN THE MATTER OF

An Assignment of Intellectual Property made among:

Quickthree Solutions Inc., as the "Assignor" in favour of:

Quickifree Technolog, LLC, as the "Assignee"


I, D. Rossie Arnold, of the City of Saskatoon in the Province of Saskatchewan, make oath and say/affirm:

1. On the 30 day of May, 2018, I was present and saw the Assignment to which the Affidavit is annexed, executed by Allen Leonard (the "Assignor").
President of Quickifree Technolog Inc.
2. The said Assignor executed the said Assignment to which the Affidavit is annexed, in my presence and I subscribed my name as witness to his signature on that document.
3. I either know the said Assignor or he identified himself to my satisfaction, and I know the signature appearing above his name on the said Assignment be his signature.

SWORN before me at the City of Saskatoon on this 30 day of May, 2018.

A Commissioner, Notary Public for taking affidavits, in and for the Province of Saskatchewan.

Quinn Keenan
Prise A Solicitor


Name: D. Rossie Arnold
Address: 700 - 450 2nd Ave N.
SASKATOON SASK.

Schedule 1

INTELLECTUAL PROPERTY ASSETS

[SEE ATTACHED]

can_dms:\1115938072

Schedule 1

Intellectual Property Assets

(i) Intellectual Property Registrations

1. SELECTIVE ORIENTATION AND BALLAST FOR A TRANSPORTABLE CONTAINER

A. Canadian Patent Registration Ser. No. 2,712,692 (Our file: 046999.2)	
Applicant:	Quickthree Solutions Inc.
Status:	Issued
Next action:	8th Maintenance fee due August 10, 2018
B. United States Patent Registration Ser. No. 8,939,697 (Our file: 046999.11)	
Applicant:	Quickthree Solutions Inc.
Status:	Issued
Next action:	1st Annuity due July 27, 2018

2. TRANSPORT APPARATUS FOR ELONGATE OBJECTS

C. Canadian Patent Registration Ser. No. 2,745,682 (Our file: 046999.8)	
Applicant:	Quickthree Solutions Inc.
Status:	Issued
Next action:	8th Maintenance fee due July 7, 2019
D. Australian Patent Registration Ser. No. 2012278877 (Our file: 046999.27)	
Applicant:	Quickthree Solutions Inc.
Status:	Issued
Next action:	7th Maintenance fee due June 6, 2018
E. United States Patent Registration Ser. No. 9,428,094 (Our file: 046999.28)	
Applicant:	Quickthree Solutions Inc.
Status:	Issued
Next action:	1st Annuity due February 29, 2020

3. VERTICALLY ORIENTED TRANSPORTABLE CONTAINER WITH IMPROVED STABILITY

F. Canadian Patent Registration Ser. No. 2,747,116 (Our file: 046999.9)	
Applicant:	Quickthree Solutions Inc.
Status:	Issued
Next action:	7th Maintenance fee due July 22, 2018
G. Australian Patent Registration Ser. No. 2012286607 (Our file: 046999.29)	

Applicant:	Quickthree Solutions Inc.
Status:	Issued
Next action:	7th Maintenance fee due July 18, 2018
H. United States Patent Registration Ser. No. 9,315,294 (Our file: 046999.30)	
Applicant:	Quickthree Solutions Inc.
Status:	Issued
Next action:	1st Annuity due October 19, 2019
I. United States Patent Registration Ser. No. 9,878,651 (Our file: 046999.40)	
Applicant:	Quickthree Solutions Inc.
Status:	Issued
Next Action:	1st Annuity due July 30, 2021
J. United States Continuation in Part Patent Application Ser. No. 15/848058 (Our file: 046999.53)	
Applicant:	Quickthree Solutions Inc.
Status:	Pending
Next Action:	Office Action or Allowance

4. TRANSPORTABLE WATER STORAGE SYSTEM

K. Canadian Patent Application Ser. No. 2,838,445 (Our file: 046999.22)	
Applicant:	Quickthree Solutions Inc.
Status:	Pending
Next action:	5th Maintenance Fee due January 7, 2019 Request for Examination due January 7, 2019

5. TRANSPORTABLE RECEIVING AND STORAGE SYSTEM WITH REDUNDANCY

L. Canadian Patent Application Ser. No. 2,885,668 (Our file: 046999.35)	
Applicant:	Quickthree Solutions Inc.
Status:	Pending
Next action:	4th Maintenance Fee due March 24, 2019 Request for Examination due March 24, 2020
M. Australian Patent Application Ser. No. 2016201873 (Our file: 046999.45)	
Applicant:	Quickthree Solutions Inc.
Status:	Pending
Next action:	5th Annuity fee due March 24, 2020 Request for Examination due March 24, 2021
N. United States Patent Application Ser. No. 15/079,277 (Our file: 046999.46)	
Applicant:	Quickthree Solutions Inc.
Status:	Pending
Next action:	Response to Office Action due May 12, 2018 (extensions available)

6. SILO DUST COLLECTION

O. Canadian Patent Application Ser. No. 2,832,169 (Our file: 046999.26)	
Applicant:	Quickthree Solutions Inc.
Status:	Pending
Next action:	5th Maintenance Fee due November 5, 2018 Request for Examination due November 5, 2018
P. United States Patent Application Ser. No. 15/034,697 (Our file: 046999.48)	
Applicant:	Quickthree Solutions Inc.
Status:	Pending
Next action:	Office Action or Notice of Allowance

7. BULK STORAGE FOR GRANULAR MATERIAL

Q. Canadian Patent Application Ser. No. 2,795,055 (Our file: 046999.20)	
Applicant:	Quickthree Solutions Inc.
Status:	Pending
Next action:	6th Maintenance fee due November 7, 2018

8. GRANULAR MATERIAL STORAGE WITH INPUT AND OUTPUT

R. Canadian Patent Registration Ser. No. 2,830,145 (Our file: 046999.24)	
Applicant:	Quickthree Solutions Inc.
Status:	Issued
Next action:	5th Maintenance fee due October 17, 2018
S. United States Patent Application Ser. No. 15/026,729 (Our file: 046999.42)	
Applicant:	Quickthree Solutions Inc.
Status:	Pending
Next action:	Office Action or Notice of Allowance

9. HIGH CAPACITY CONTAINER WITH MULTIPLE DISCHARGE LOCATIONS

T. Canadian Patent Application Ser. No. 2,970,932 (Our file: 046999.51)	
Applicant:	Quickthree Solutions Inc.
Status:	Pending
Next action:	Foreign Filing deadline June 16, 2018 2nd Maintenance fee due June 16, 2019 Request for Examination due June 16, 2022
U. United States Patent Application (Our file: 046999.57)	
Applicant:	Quickthree Solutions Inc.
Status:	To be filed

V. Australian Patent Application (Our file: 046999.58)	
Applicant:	Quickthree Solutions Inc.
Status:	To be filed

10. SILO TRANSPORT SAFE RETRIEVAL SYSTEM

W. Canadian Patent Application Ser. No. (Our file: 046999.56)	
Applicant:	Quickthree Solutions Inc.
Status:	Filed April 12, 2018
Next action:	Awaiting filing certificate

