

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6950272

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
PARADIGM CAPITAL PARTNERS LIMITED	08/21/2021
RECEIVING PARTY DATA	
Name:	VORTEX ENA LP
Street Address:	95 WELLINGTON ST. WEST
Internal Address:	SUITE 2101 PO BOX 55
City:	TORONTO, ONTARIO
State/Country:	CANADA
Postal Code:	M5J 2N7
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	7840104
Patent Number:	8126300
Patent Number:	7304797
Patent Number:	6804440
Patent Number:	6870987
Patent Number:	7008551
Patent Number:	7272276
Patent Number:	6650809
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:	8305960502
Email:	crsteve3@gmail.com
Correspondent Name:	C R 'STEVE' STEVENS
Address Line 1:	142 W PERSIMMON DR
Address Line 4:	GRANITE SHOALS, TEXAS 78654
NAME OF SUBMITTER:	DAVID ROLAND, CEO
SIGNATURE:	/David Roland/

DATE SIGNED:	10/04/2021
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 5 source=Termination of Agency btw PCPL & Vortex ENA LP - (EXECUTED - August 21, 2021)#page1.tif source=Termination of Agency btw PCPL & Vortex ENA LP - (EXECUTED - August 21, 2021)#page2.tif source=Termination of Agency btw PCPL & Vortex ENA LP - (EXECUTED - August 21, 2021)#page3.tif source=Termination of Agency btw PCPL & Vortex ENA LP - (EXECUTED - August 21, 2021)#page4.tif source=Termination of Agency btw PCPL & Vortex ENA LP - (EXECUTED - August 21, 2021)#page5.tif	

TERMINATION OF AGENCY

Dated August 21, 2021

BETWEEN:

PARADIGM CAPITAL PARTNERS LIMITED ("PCPL")

and

VORTEX ENA LP ("VORTEX LP")

RECITALS:

A. PCPL and VORTEX LP entered into an agency agreement dated August 20, 2021 (the "Agency Agreement") pursuant to which PCPL was appointed as VORTEX LP's agent for the Transaction (as such term is defined in the Agency Agreement) on the terms and conditions set out in the Agency Agreement.

B. The Transaction has since been completed and PCPL and VORTEX LP wish to enter into this Agreement to (i) provide for the termination of the appointment of PCPL as VORTEX LP's agent as set out in the Agency Agreement and (ii) confirm that as a result of such termination any and all rights, interests and obligations in and arising pursuant to the Assigned Assets which were acquired by PCPL solely in its capacity as agent for VORTEX LP in respect of the Transaction are automatically vested in VORTEX LP, upon the terms set forth herein.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 INTERPRETATION

1.01 Defined Terms

Unless otherwise defined, capitalized terms in this Agreement shall have the meaning given to them in the assignment of debt and security dated August 20, between Export Development Canada and PCPL (the "EDC Assignment Agreement").

ARTICLE 2 TERMINATION OF AGENCY

2.01 Termination of Agency Appointment

VORTEX LP hereby terminates the appointment of PCPL as VORTEX LP's agent for the purpose of completing the Transaction and all other matters related thereto effective as of the date of this Agreement.

2.02 Survival of Specific Matters

Without limiting the generality of the termination provided for in Section 2.01:

- (a) VORTEX LP hereby acknowledges, confirms and agrees that the indemnity provided by it to PCPL and each of the other Indemnitees in Article VI of the Agency Agreement shall continue in full force and effect notwithstanding the termination of appointment contemplated by this Agreement; and
- (b) Each of VORTEX LP and PCPL hereby acknowledges, confirms and agrees that the confidentiality provisions set out in Article VII of the Agency Agreement shall continue in full force and effect notwithstanding the termination of appointment contemplated by this Agreement and shall apply, mutatis mutandis, to this Agreement and the transactions contemplated hereby.

2.03 Assigned Assets

For certainty, as a result of the termination of the agency appointment in Section 2.01 each of PCPL and VORTEX LP hereby confirms and agrees that any and all rights, interests and obligations in and arising pursuant to the Assigned Assets which were acquired by PCPL solely in its capacity as agent for VORTEX LP in respect of the Transaction have automatically vested in VORTEX LP including, without limitation, the right to enforce (i) payment of the Debt and all of the other provisions of the Loan and Security Documents and (ii) the security interests granted therein. Without limiting the generality of the foregoing and notwithstanding the fact that *Personal Property Security Act* financing change statements and similar registrations were filed in favour of PCPL in various public offices to provide notice of the Transaction and the assignment of the Assigned Assets by EDC, at no time did PCPL acquire any beneficial interest in any of the Assigned Assets.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.01 Representations and Warranties

Each party represents, warrants and covenants to the other party, acknowledging that such other party is relying on these representations, warranties and covenants, that:

- (a) (in respect of PCPL) it is a corporation incorporated and existing under the *Business Corporations Act* (Ontario);
- (b) (in respect of VORTEX LP) it is a limited partnership that has been formed and is existing under the *Limited Partnerships Act* (Ontario);
- (c) it has the power and authority to enter into, deliver, and perform its obligations under this Agreement; and
- (d) it has duly authorized, executed, and delivered this Agreement.

ARTICLE 4 GENERAL PROVISIONS

4.01 Entire agreement

This Agreement together with the terms of the Agency Agreement which are expressly provided for herein to continue in full force, constitutes the entire agreement between the parties relating to its subject matter.

4.02 Further assurances

Each party, upon receipt of Notice by another party, shall sign (or cause to be signed) all further documents, do (or cause to be done) all further acts, and provide all reasonable assurances as may reasonably be necessary or desirable to give effect to the terms of this Agreement. Without limiting the generality of the foregoing, in order to effect the confirmation contemplated by Section 2.03 of this Agreement, PCPL shall make such filings or registrations and issue such notices as may be necessary, including pursuant to the *Personal Property Security Act* (Ontario), the *Uniform Commercial Code* (Delaware) and other similar applicable legislation, and with the Canadian Intellectual Property Office and the United States Patents and Trademarks Office, as may be necessary to record VORTEX LP as the secured party in respect of the Loan and Security Documents.

4.03 Amendment

This Agreement may only be amended by a written document signed by each of the parties.

4.04 Binding effect

This Agreement enures to the benefit of and binds the parties and their respective successors and assigns. Neither party may assign any of its rights or obligations arising pursuant to this Agreement to any party without the prior written consent of the other party.

4.05 No partnership

Nothing contained in this Agreement will create a partnership, joint venture or other similar relationship between the parties.

4.06 Severability

If any provision of this Agreement shall be deemed by any court of competent jurisdiction to be invalid or void, the remaining provisions shall remain in full force and effect.

4.07 Governing law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario. Without prejudice to the right of either party to commence any proceedings with respect to this Agreement in any other proper jurisdiction, each of the parties hereby irrevocably attorns and submits to the jurisdiction of the courts of the Province of Ontario

4.08 Counterparts

This Agreement may be signed in counterparts and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same

instrument. Counterparts may be executed and delivered in original executed counterpart or by portable document format ("PDF") form or DocuSign, and any counterpart executed and circulated in such manner shall be deemed to be an original hereof.

4.09 Effective date

This Agreement is effective as of the date shown at the top of the first page, even if any signatures are made after that date.

This Agreement has been executed by the parties.

PARADIGM CAPITAL PARTNERS LIMITED

Per: 

Name: DAVID ROLANO

Title: CEO

Per: 

Name: MICHAEL ROLANO

Title: COO + GENERAL COUNSEL

**VORTEX ENA LP, by its general partner,
2820703 ONTARIO INC.**

By: 

Name: MICHAEL ROLANO

Title: PRESIDENT

[Signature page to Agency Agreement between PCPL and Vortex ENA LP]

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