

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7766167

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MARLEA SLEEMAN	02/24/2021
RECEIVING PARTY DATA	
Name:	543077 ALBERTA LTD.
Street Address:	9175 - 14TH STREET
City:	EDMONTON
State/Country:	CANADA
Postal Code:	T6P 0C9
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	17257948
Application Number:	17420888
CORRESPONDENCE DATA	
Fax Number:	(204)942-5723
<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:	2049471429
Email:	uspto@adeco.com
Correspondent Name:	ADE & COMPANY INC.
Address Line 1:	2157 HENDERSON HWY
Address Line 4:	WINNIPEG, CANADA R2G 1P9
ATTORNEY DOCKET NUMBER:	88407-GEN/RWD
NAME OF SUBMITTER:	RYAN W. DUPUIS
SIGNATURE:	/Ryan W. Dupuis/
DATE SIGNED:	01/27/2023
Total Attachments: 26	
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ASSIGNMENT

THIS ASSIGNMENT ("Assignment") is executed as of February 24, 2021,

BETWEEN:

MARLEA SLEEMAN, an individual having an address at c/o 9175,
14th Street Edmonton, Alberta, Canada, T6P 0C9 (the "Assignor")

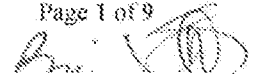
- and -

543077 ALBERTA LTD., operating as SIL INDUSTRIAL
MINERALS, a corporation incorporated under the laws of the Province
of Alberta having an address at 9175, 14th Street Edmonton, Alberta,
Canada, T6P 0C9 ("Assignee")

(each of the Assignor and the Assignee being a "Party" and, collectively,
the "Parties")

WHEREAS:

- A. The Assignee has the exclusive option to purchase Intellectual Property which is developed by Westcap Ag Corp ("Option IP") pursuant to a Manufacturing and Marketing Agreement executed March 22, 2018 together with subsequent amendments thereto or future amendments to the Manufacturing and Marketing Agreement which may be made following execution of this Assignment;
- B. The Assignor is named as an inventor (sole or joint), and in some cases as an applicant (sole or joint), or as both an inventor (sole or joint) and an applicant (sole or joint) in certain patent applications listed in Schedule "A" of this Assignment (collectively, the "Patent Applications");
- C. The Assignor is as of the Effective Date, and was on the filing dates of the Patent Applications, a director, an officer, and a shareholder acting in the role of President of the Assignee;
- D. The Parties intended at all times that all right, title and interest of the Assignor in and to the Patent Applications, and all rights associated with the Patent Applications, were to be held for the benefit of the Assignee; and
- E. Aside from any rights, responsibilities and risks that Assignor shall maintain as a shareholder of Assignee, the Assignor wishes to sell, transfer, and assign to the Assignee, and the Assignee wishes to accept from the Assignor, all right, title and interest of the Assignor in and to the Patent Applications, and all rights, responsibilities and risks associated with the Patent Applications, on the terms and conditions set forth in this Assignment.



NOW THEREFORE, this Assignment witnesses that in consideration of one dollar (\$1.00), the mutual promises made in this Assignment, and the exchange of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Assignor, the Parties agree as follows.

1. The effective date shall be the date in which the Patent Applications were first developed exclusively or in part by either Assignor or Assignee (the "Effective Date"), which the Parties agree is a date earlier than date at which any relevant Patent Applications had been filed.
2. "Intellectual Property" shall mean and include all inventions, ideas, concepts, improvements, discoveries, trade secrets, Works of Authorship, derivative Works of Authorship, formulae, computations, calculations, industrial processes, business plans and strategy, know-how, patents and patent applications, designs, copyrights, including moral rights, trademarks, and all other legally protectable results of intellectual effort, whether developed by, owned by, or licensed to a Party. "Project IP" shall mean Intellectual Property currently in the name of the Assignor incorporated into Patent Applications ("Assignor Background IP") together with Option IP and future Intellectual Property developments which are incorporated into Patent Developments.
3. "Confidential Information" shall mean all Project IP, Other IP, data, and other confidential, non-public or proprietary information of a Party's Group. Confidential Information shall not include information which: (a) is or becomes generally available or known to the public through no fault of the receiving Party; (b) was already known by or available to the receiving Party on a non-confidential basis prior to the disclosure by the disclosing Party; (c) is subsequently disclosed to the receiving Party by a third party who is not under any obligation of confidentiality to the disclosing Party; (d) has already been, or is hereafter independently acquired or developed by, the receiving Party without violating any confidentiality agreement or other similar obligation; or (e) is required to be disclosed by any tribunal, state or federal court, and/or administrative body or agency, by oral questions, subpoenas, civil or criminal investigative demand, interrogatories, requests for information, or other similar process, provided that the receiving Party shall first give notice of any such request or order of the court to give the disclosing Party an opportunity to contest or limit said request or order of the court.
4. Subject to the terms of this Assignment, Assignor hereby sells, assigns, and transfers to the Assignee, all worldwide, right, responsibility, title and interest of the Assignor in and to:
 - (a) the inventions described in the Patent Applications;
 - (b) any and all improvements to any of the inventions described in the Patent Applications ("Patent Improvements"), automatically upon the conception, creation, making, development, reduction to practice, or fixation in a tangible medium of any such improvement;
 - (c) the Patent Applications, and any and all further patent applications for any of the inventions described in the Patent Applications, and any and all Patent Improvements (collectively "Patent Development"), that have been or may be filed (whether before, on, or after the Effective Date) in any and all countries, including any and all national phase entries,

divisionals, continuations, and continuations-in-part thereof, and any patents that may issue from any of the foregoing, including any reissues and extensions thereof:

- (d) all rights of priority resulting from the filing of any of the Patent Applications, and any and all further patent applications for any of the inventions described in the Patent Developments, that have been or may be filed (whether before, on, or after the Effective Date) in any and all countries, such rights of priority including (but not limited to) rights under the Patent Cooperation Treaty, the Paris Convention, and any other international agreement; and
 - (e) all rights to claim damages and legal remedies for acts of infringement or misappropriation of Patent Developments (whether before, on, or after the Effective Date) by a third party of any and all of items in items (a) and (d) above and the obligation, when commercially reasonable, to register, prosecute, protect, monitor, enforce and defend the Patent Developments detailed in the chart in Schedule "A", with all of the same to be held and enjoyed by the Assignee (or its successors, assigns, legal representatives or nominees), as the same would have been held and enjoyed by the Assignor if this Assignment had not been made and if such Assignment had been completed as at the Effective Date.
5. The Assignor authorizes the Assignee (or its successors, assigns, legal representatives or nominees) to file patent applications in any and all countries in the name of the Assignee (or its successors, assigns, legal representatives or nominees), for any of the inventions described in the Patent Developments.
6. The Assignor requests and authorizes any official whose duty it is to issue to the Assignee (or its successors, assigns, legal representatives or nominees) any patents arising from the Patent Developments described in Section 4 of this Assignment.
7. The Assignor shall, if requested by the Assignee (or its successors, assigns, legal representatives or nominees), provide her full cooperation to the Assignee (or its successors, assigns, legal representatives or nominees) for the purposes of further confirming and documenting the transfer effected by this Assignment, recording or registering said transfer in intellectual property offices worldwide, of granting written authority to Assignee (or its successors, assigns, legal representatives or nominees) to inspect the files of intellectual property offices worldwide in respect to the Patent Applications, and of otherwise enabling the Assignee (or its successors, assigns, legal representatives or nominees) to file, prosecute, maintain, and enforce the Patent Applications and all Patent Improvements described in Section 4 of this Assignment.


Without limiting the generality of the foregoing, Assignor shall, if requested by the Assignee (or its successors, assigns, legal representatives or nominees), promptly communicate to the Assignee (or its successors, assigns, legal representatives or nominees) any facts known to the Assignee respecting the inventions described in the Patent Developments, promptly sign all papers, take all rightful declarations, oaths and affidavits, give testimony and act as witness, and do all lawful acts appropriate or required to be done for said purposes.

8. The Assignor hereby grants to the Assignee (or its successors, assigns, legal representatives or nominees) or its designated agent, the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of any intellectual property offices worldwide, for the recordation or registration of this Assignment. Assignee shall be responsible for any future costs associated with future foreign filings it chooses to undertake.
9. Assignee acknowledges that Assignor Background IP may be incorporated into other inventions, industrial design or concepts which do not form part of Patent Developments ("**Other IP**"), and which are not used for storage of frac sand at wellsites which would otherwise compete with Assignee's use of Project IP. Furthermore and for clarity Assignor agrees it shall not utilize Assignor Background IP or Other IP in any fashion that will compete with the business of the Assignor or adversely impact the ability of the Assignee to fully commercially exploit the Patent Developments. It being understood that any Other IP that competes with the Business of the Assignee shall be assigned to the Assignee by the Assignor. For the purposes of this section "Business of the Assignee" shall mean business software solutions supporting last mile logistics and inventory control and/or industrial equipment to support last mile conveying and storing of granular materials
10. Neither Party shall contest or challenge the validity, patentability, enforceability and/or infringement of any of the letters patent for the Patent Developments or Project IP,
11. If either Party is presented with notice from a third party which could require defense of Project IP, the receiving Party shall immediately provide a copy of the notice to the other Party to ensure each party can defend the Project IP or Other IP in accordance with obligations herein.
12. In the event that either Party becomes aware of products or intellectual property of a third party, regardless of whether it is considered affiliated or non-arm's length, which may have the potential to infringe the Project IP ("**Offending Product**"), then the Party who becomes aware of the Offending Product shall immediately provide all information to the other Party so each Party may defend and enforce each Party's rights to the Project IP or Other IP, as provided for in this Assignment.
13. The Assignor as inventor or co-inventor makes no representations or warranties about the potential commercial uses and applications of the Assignor's Background IP nor does it guarantee that it does not infringe on any existing Patents or Intellectual Property. Assignee hereby relies on its own investigations and due diligence in determining that the use of the Assignor Background IP, Project IP and Patent Developments does not infringe on any license or patent issued or applied for, and as of the Effective Date and to the fullest extent allowed by applicable laws. Aside from any responsibilities and risks that Assignor shall maintain as a shareholder and officer of Assignee, Assignee relies on its own investigations in determining that the use of the Assignor Background IP and Project IP does not infringe on any license or patent issued or applied for, and as of the Effective Date and to the fullest extent allowed by applicable laws, Assignee hereby agrees to release, defend, indemnify and hold Assignor harmless in those countries included on the Country List and any future foreign filing it may undertake from any and all claims for damages, losses, costs, and liabilities (including, without limitation, reasonable legal fees and the cost of enforcing

this indemnity, whether prior to, during or after trial, on appeal or in bankruptcy proceedings) that it or they may suffer or incur, that have arisen out of, resulted from or are related to: (1) registration, prosecution, protection, monitoring, enforcement and defense of Patent Developments; (2) any claims, actions, or lawsuits by third parties, including but not limited to any patentee, licensee or claimant, against Assignor or any of their Representatives or against Assignee or its Affiliates or any of their Representatives involving or arising from the Patent Developments, Project IP or Assignor's role as inventor or co-inventor thereof, including but not limited to claims for priority for any portion of the Patent Developments, or the use of Patent Developments including without limit in Regulatory Filings by Assignee; (3) any actual or alleged infringement of any patent, copyright, trademark or other intellectual property or proprietary right, or any litigation based thereon; and (4) any disclosure or use of Confidential Information surrounding Assignor Background IP by Assignee or any of Assignee's Representatives.

14. This Assignment shall be binding on and, except as otherwise provided, shall endure to the benefit of the legal successors or representatives of the Parties, and to the assigns of the Assignor.
15. This Assignment may be executed and delivered in counterparts and all of which, when taken together, will be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the Assignor has executed this Assignment in Edmonton, Alberta, Canada, on February 24, 2021.


Witness Signature
Witness name: TAYLOR CURRAN


MARLEA SLEEMAN

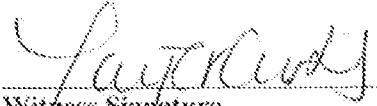
Declaration of Witness to the Signature of MARLEA SLEEMAN

I TAYLOR CURRAN whose full post office address
(Name of Witness)

is 195 52304 Range Road 233, Sherwood Park, AB
(Address of Witness)

declare that I was personally present and did see Marlea SLEEMAN who is personally known to me to be the person named in this Assignment, duly sign and execute the same.

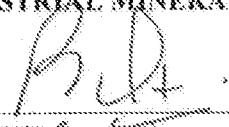
Declared at Edmonton, Alberta, Canada on on February 24, 2021.


Witness Signature

The Assignee has accepted this Assignment in Edmonton, Alberta, Canada, on February 24, 2021.

543077 ALBERTA LTD., operating as
SIL INDUSTRIAL MINERALS

Per:


Name: Bruce Westman

Title: Sec/Treasurer

SCHEDULE "A"
Patent Applications

Application No.	Jurisdiction	Filing Date (Y-M-D)	Title	Applicant(s)	Inventor(s)	Country List
US 62/701891 US 62/809,341 WO2020019064A1	US	2019-02-22	SKID MOUNTED STORAGE SYSTEM WITH COLLAPSIBLE SILO FOR FLOWABLE MATERIAL	WESTCAP AG CORP.	SLEEMAN, Marlea THIESSEN, Lonny James THIESSEN, Roland Dean	Canada, USA, Mexico
#MX/a/2021/000961 UAE #P6000085/2021 #521421059	Mexico UAE Saudi Arabia	2021-01-22 2021-01-24 2021-01-21	SKID MOUNTED STORAGE SYSTEM WITH COLLAPSIBLE SILO FOR FLOWABLE MATERIAL	1) WESTCAP AG CORP.; 2) SLEEMAN, Marlea		
PCT/CA2019/051006	PCT International	2019-07-22	SKID MOUNTED STORAGE SYSTEM WITH COLLAPSIBLE SILO FOR FLOWABLE MATERIAL	WESTCAP AG CORP. SLEEMAN, Marlea	SLEEMAN, Marlea THIESSEN, Lonny James THIESSEN, Roland Dean	Canada, USA, Mexico
US 62/795,364 WO2020150808A1	Unknown	2019-03-01	PORTABLE CONVEYOR SYSTEM INCLUDING PIVOTABLE AND EXTENDABLE FEED CONVEYORS FOR FEEDING PARTICULATE MATERIAL INTO AN ELEVATING ASSEMBLY	Unknown	THIESSEN, Lonny SLEEMAN, Marlea	Canada, USA, Mexico
US 62/863,609	US	2019-06-19	PORTABLE CONVEYOR SYSTEM INCLUDING PIVOTABLE AND EXTENDABLE	WESTCAP AG CORP.	THIESSEN, Lonny James SLEEMAN, Marlea	Canada, USA, Mexico



Application No.	Jurisdiction	Filing Date (Y-M-D)	Title	Applicant(s)	Inventor(s)	Country List
			FEED CONVEYORS FOR FEEDING PARTICULATE MATERIAL INTO AN ELEVATING ASSEMBLY			
#190103386	Argentina	2019-11-19	PORTABLE CONVEYOR SYSTEM INCLUDING PIVOTABLE AND EXTENDABLE FEED CONVEYORS FOR FEEDING PARTICULATE MATERIAL INTO AN ELEVATING ASSEMBLY	WESTCAP AG CORP; and SLEEMAN, MARLEA VENESSA		
PCT/CA2019/051647	PCT International	2020-11-19	PORTABLE CONVEYOR SYSTEM INCLUDING PIVOTABLE AND EXTENDABLE FEED CONVEYORS FOR FEEDING PARTICULATE MATERIAL INTO AN ELEVATING ASSEMBLY	WESTCAP AG CORP.; and SLEEMAN, Marlea	SLEEMAN, Marlea THIESSEN, Lonny James	Canada, USA, Mexico
US 63/017,325	US	2020-04-29	SYSTEM AND METHOD FOR AUTOMATED INVENTORY, TRANSPORT, MANAGEMENT, AND STORAGE CONTROL IN HYDRAULIC FRACTURING OPERATIONS	543077 ALBERTA LTD.	SLEEMAN, Marlea	USA
US 63/017,772	US	Unknown	FEEDING DEVICE FOR A HYDRAULIC FRACTURING BLENDER UNIT	Unknown	SLEEMAN, Marlea	Canada, USA

Application No.	Jurisdiction	Filing Date (Y-M-D)	Title	Applicant(s)	Inventor(s)	Country List
AR 190102059	Argentina	Unknown	SKID MOUNTED STORAGE SYSTEM WITH COLLAPSIBLE SILO FOR FLOWABLE MATERIAL	WESTCAP AG CORP; and SLEEMAN, MARLEA VENESSA	SLEEMAN, Marlea, et al.	
US 63/026,997	US	2020-05-19	VIBRATING APPARATUS FOR A GEOTEXTILE DEWATERING CONTAINER	UNKNOWN	SLEEMAN, Marlea	Canada, USA

h. [Signature]

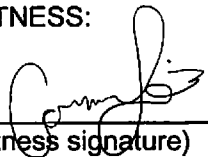
ASSIGNMENT

We, **13212327 CANADA LTD.**, whose full post office address is 30th Floor, 360 Main Street, Winnipeg, Manitoba, R3C 4G1, Canada, in consideration of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby, effective December 31, 2021, do hereby sell and assign to **Westcap Ag Corp.**, whose full post office address is 15602, 89st, Grande Prairie, Alberta, T8V 2N8, Canada, all of its interest in the United States and Canada in and to its inventions as described and claimed in the patent applications and Letters Patents already granted, identified in the attached Schedule A, and in any and all divisional and continuation applications thereof, together with the right to claim priority therefrom under the International Convention and the entire right, title and interest in and to said applications, and in and to any and all other applications filed for said invention, including said any and all divisional and continuation applications and any and all applications claiming priority from said application under the International Convention, and the entire right, title and interest in and to any and all Letters Patent which may issue or be re-issued for said inventions to the full end of the term for which each said Letters Patent may be granted; and hereby authorize the issuance to said assignee of any and all said Letters Patent not already issued as the assignee of the entire right, title and interest in and to the same, for the sole use and benefit of said assignee, its successors, assigns or legal representatives; and hereby covenant and agree to do all such lawful acts and things and to execute without further consideration such further lawful assignments, documents, assurances, applications, and other instruments as may reasonably be required by said assignee, its successors, assigns or legal representatives, to obtain any and all Letters Patent for said invention and vest the same in said assignee, its successors, assigns or legal representatives.

Signed at Winkler Manitoba Canada
(city/town, province/state, country)

This 31st day of December, 2021

WITNESS:



(witness signature)

13212327 Canada Ltd..



Name: Marshall Zacharias
Title: President

SCHEDULE A

Country	Filing Date	Appl #	Title
Canada	July 22, 2019	3,105,632	Skid Mounted Storage System with Collapsible Silo for Flowable Material
USA	January 5, 2021	17/257,948	Skid Mounted Storage System with Collapsible Silo for Flowable Material
Canada	November 19, 2019	3,125,757	Portable Conveyor System Including Pivotal and Extendable Feed Conveyors for Feeding Particulate Material into an Elevating Assembly
USA	July 6, 2021	17/420,888	Portable Conveyor System Including Pivotal and Extendable Feed Conveyors for Feeding Particulate Material into an Elevating Assembly
Canada	November 2, 2017	3,040,062	Mobile and Cascadable Storage Silo
USA	April 4, 2019	16/339,581	Mobile and Cascadable Storage Silo
Canada	November 2, 2017	3,040,314	Mobile Collapsible Storage Silo
USA	April 12, 2019	16/341,749 (issued as 10,981,719)	Mobile Collapsible Storage Silo
USA	March 22, 2021	17/208,631	Mobile Collapsible Storage Silo

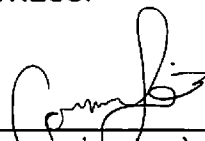
ASSIGNMENT

Concept Industries Ltd., whose full post office address is 346 Kimberly Road, Winkler, Manitoba, R6W 0H7 Canada, in consideration of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby sell and assign effective August 1, 2022 to **Westcap AG Corp.**, whose full post office address is 15602 – 89 Street, Grande Prairie, Alberta, T8V 2N8, Canada, all its interest in the United States, Canada and in all other countries in and to its invention relating to a **Portable Collapsible Storage Bin and Unloading System**, as fully described and claimed in its **United States Patent No. 10,752,433** issued on **August 25, 2020**; and in its **Canadian** application for a patent for such invention, filed **December 12, 2017**, under Serial No. **2,989,632**, and in any and all divisional and continuation applications thereof, together with the right to claim priority from said application under the International Convention and the entire right, title and interest in and to said application, and in and to any and all other applications filed for said invention, including said any and all divisional and continuation applications and any and all applications claiming priority from said application under the International Convention, and the entire right, title and interest in and to and any and all Letters Patent which may issue or be re-issued for said invention to the full end of the term for which each said Letters Patent may be granted, including the right to sue for damages or other available remedy for any past infringement of said any and all Letters Patent; and hereby authorize the issuance to said assignee of any and all said Letters Patent not already issued as the assignee of the entire right, title and interest in and to the same, for the sole use and benefit of said assignee, its successors, assigns or legal representatives; and hereby covenant and agree to do all such lawful acts and things and to execute without further consideration such further lawful assignments, documents, assurances, applications, and other instruments as may reasonably be required by said assignee, its successors, assigns or legal representatives, to obtain any and all Letters Patent for said invention and vest the same in said assignee, its successors, assigns or legal representatives.

Signed at Winkler Manitoba Canada
(city/town, province/state, country)


This 1st day of August, 2022

WITNESS:



(witness signature)

Concept Industries Ltd.

Per: 
Signature of: Marshall Zacharias
Title: President

THIS AGREEMENT made as of the 30 day of September, 2022.

BETWEEN:

Concept Industries Ltd. ("Concept Industries")
- and -

13212327 Canada Ltd. ("13212327")
- and -

Westcap Ag Corp. ("Westcap")

(Concept Industries, 13212327 and Westcap referred to collectively as the "Sellers" and each individually as a "Seller")

- and -

543077 Alberta Ltd. ("Purchaser")

(each a "Party" and together, the "Parties").

SALE AND LICENCE-BACK AGREEMENT

BACKGROUND

- A. Purchaser and Westcap executed an agreement on March 22, 2018, for the design and manufacture of a Site Storage Product as defined therein ("Original Agreement"), such agreement as amended by an agreement executed on October 9, 2018, and by another agreement executed on November 22, 2018, and by a third agreement dated June 8, 2019 (the Original Agreement, as amended by such agreements, referred to as the "Amended MMA").
- B. The Amended MMA provides that the Purchaser has an option to purchase the "IP", as defined therein.
- C. The Sellers own the IP or otherwise created portions of or otherwise contributed to the development of the IP set out in the patent applications listed in Schedule "A" to this Agreement.
- D. Concept Industries is the owner of an invention entitled, "PORTABLE COLLAPSABLE STORAGE BIN AND UNLOADING SYSTEM", as described in Canadian Patent

Application No. 2,989,632 and United States Patent No. 10,752,433 (the "System Technology").

- E. Concept Industries is the owner of Canadian Patent Application No. 2,989,632 and United States Patent No. 10,752,433 (the "System Patents").
- F. In accordance with the Amended MMA, the Purchaser now wishes to purchase the IP set out in Schedule "A" to this Agreement from the Sellers and to licence the System Technology back to Concept Industries for use in agricultural applications.
- G. The Sellers and the Purchaser wish to set out the terms and conditions for sale and transfer by each Seller of its respective full or partial right, title, and interest in the IP set out in Schedule "A" to the Purchaser.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which each Party acknowledges, the Parties agree as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 In addition to the terms defined in the Background section, the following terms have the meanings ascribed below:

- (a) "Agreement" means this Sale and License-Back Agreement;
- (b) "Intellectual Property Rights" means:
 - (i) any and all proprietary rights provided under (a) patent law, (b) copyright law, (c) trade-mark law, (d) design patent or industrial design law, (e) semi-conductor chip or mask work law, or (f) any other applicable statutory provision or common law principle, including trade secret law, that may provide a right in ideas, formulae, algorithms, concepts, inventions, know-how, computer software, database or design, or the expression or use thereof, and including all past, present, and future causes of action, rights of recovery, and claims for damage, accounting for profits, royalties, or other relief relating, referring, or pertaining to any of the foregoing; and
 - (ii) any and all applications, registrations, licences, sublicences, agreements, or any other evidence of a right in any of the proprietary rights described in clause (i) above;

- (c) **"Seller Technology"** means all Technology relating to the patent applications and registrations listed in Schedule "A" to this Agreement;
- (d) **"Technology"** means all technology and information, including, without limitation, all know-how, trade secrets, techniques, methods, processes, object code, source code, program files, data files, computer related data, field and data definitions and relationships, data definition specifications, data models, program and system logic, interfaces, program modules, routines, sub-routines, algorithms, program architecture, design concepts, system designs, program structure, sequence and organization, screen displays and report layouts, technical manuals, user manuals and other documentation, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded, or written on disk, tape, film, memory, device, paper, or other media of any nature.

2 SALE AND ASSIGNMENT

2.1 Each Seller hereby sells and assigns to the Purchaser the whole of its respective right, title, and interest, which may be a partial ownership right, title, and interest in some instances, in and to its respective Seller Technology and all Intellectual Property Rights associated therewith, (collectively, the **"Transferred Property"** of each Seller) including without limitation:

2.1.1 in the case of Concept Industries, the System Technology and the System Patents, and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, re-examinations, and renewals thereof;

2.1.2 all patents, and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, re-examinations, and renewals thereof;

2.1.2 all rights of any kind whatsoever of the Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; and

2.1.3 any and all claims and causes of action of the Seller with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, depreciation of goodwill, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2.2 Each Seller agrees that upon request it will furnish all necessary documentation relating to or supporting chain of title, sign all papers, take all rightful oaths, and do all acts which may be

necessary, desirable, or convenient for vesting its full or partial title to its respective Transferred Property to the Purchaser, its successors, assigns and legal representatives or nominees.

2.3 Each Seller acknowledges that the sale and conveyance of its portion of the Transferred Property is a complete transfer of its full or partial title and interest, and that the Seller retains no right in or to its full or partial interest in its Transferred Property. Without limiting the generality of the foregoing, each Seller hereby irrevocably and unconditionally waives as against any person any and all moral rights such Seller may have in the Transferred Property or their use, such moral rights including the right to restrain or claim damages for any distortion, mutilation, or other modification of works or any part thereof whatsoever, and to restrain use or reproduction of works in any context, or in connection with any product or service.

2.4 Each Seller will cooperate fully with the Purchaser and its successors and assigns with respect to signing further documents and doing such acts and other things reasonably requested by the Purchaser or its respective successors or assigns to confirm or evidence the Seller's full or partial ownership of Transferred Property or the waiver of moral rights therein, or to obtain, register, or enforce any right in respect of Transferred Property, including the execution of any confirmatory patent assignments or other similar documents. The Seller or its respective successors or assigns, as applicable, will be responsible for all reasonable costs and expenses of the Sellers complying with the obligations under this paragraph.

3 CONSIDERATION AND PAYMENTS

3.1 In consideration of the within purchase and sale, the Purchaser shall pay to Westcap, and Westcap shall receive on behalf of all Sellers, the sum of THREE HUNDRED FORTY SEVEN THOUSAND FOUR HUNDRED FIFTY FIVE DOLLARS (\$347,455.00) inclusive of GST, upon the full execution and delivery of this Agreement and the associated assignment agreements for each of the patents listed in Schedule "A".

3.2 The Sellers individually and collectively confirm and acknowledge as follows:

(a) Westcap has the full and unconditional authority to receive the consideration on behalf of each Seller for sale of its full or partial interest in its respective Transferred Property; and

(b) The payment by the Purchaser of the consideration shall be in full and final satisfaction for the sale, assignment, and conveyance of each Seller of its full or partial interest in its respective Transferred Property.

3.2 Purchaser shall be responsible for paying the maintenance fees necessary to maintain the System Patents in good standing in Canada and the United States and for all fees relating to prosecuting Canadian Patent Application No. 2,989,632.

4 LIMITED LICENCE

4.1 Purchaser hereby grants to Concept Industries an exclusive, royalty-free, sublicensable licence in Canada and the United States of America to the System Technology, including the System Patents and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, re-examinations, and renewals thereof, for use in agricultural applications only ("Field of Use"), to:

4.1.1 manufacture, use, market, sell, and distribute any goods or services related to or incorporating the System Technology in the Field of Use;

4.1.2 allow others to manufacture, sell, and distribute any goods or services related to or incorporating the System Technology in the Field of Use;

4.1.3 allow others to resell and distribute any goods or services related to or incorporating the System Technology in the Field of Use; and

4.1.4 provide support and maintenance in relation to any goods or services related to or incorporating the System Technology to purchasers of said goods or services in the Field of Use (collectively, the "Limited Licence").

4.2 The rights granted to Concept Industries under section 4.1 shall extend for the term of the System Patents.

4.3 Concept Industries may assign the Limited Licence to a third party upon obtaining the prior written consent of the Purchaser (such consent to not be unreasonably withheld).

5 INDEMNIFICATIONS

5.1 Purchaser shall indemnify and hold Sellers harmless from and against any and all claims, loss, damages, liability, costs, and expenses arising out of:

5.1.1 any breach by Purchaser of a representation, warranty or covenant made by Purchaser in this Agreement; and

5.1.2 Purchaser's exploitation and use of the Transferred Property, including but not limited to infringement of third party rights, or any injury or damage caused by a defect in a product incorporating or relating to the Transferred Property.

5.2 Each Seller shall indemnify and hold Purchaser harmless from and against any and all claims, loss, damages, liability, costs, and expenses arising out of any breach by Seller of a representation, warranty or covenant made by Seller in this Agreement.

5.3 Concept Industries shall indemnify and hold Purchaser harmless from and against any and all claims, loss, damages, liability, costs, and expenses arising out of Concept Industries' exploitation and use of the System Technology, including but not limited to infringement of third party rights, or any injury or damage caused by a defect in a product incorporating or relating to the System Technology.

6 PROTECTION AND EXTENSION OF SYSTEM TECHNOLOGY

6.1 Each of Purchaser and Concept Industries shall have the right, at each such Party's respective costs, to modify, change, alter, and improve the System Technology by creating improvements, accessories, and enhancements (the "Improvements"). Each such Party shall retain all right, title, and interest in and to the Improvements that it creates.

6.2 In the event of any infringement of the System Technology in the Field of Use by any third party, the Party that becomes aware of such infringement shall notify the other Party, and the Parties shall mutually agree upon the action to be taken and the proportion in which legal expenses and damage recovery is to be shared. Provided that if the Parties are unable to agree, Concept Industries shall have the right pursuant to this Agreement to take whatever legal action it deems necessary to protect its position. Purchaser and Concept Industries shall cooperate and assist with whatever legal proceedings are ultimately commenced with respect to such infringement.

6.3 In the event of any challenges to the validity of the System Patents by any third party, the Party that becomes aware of such a challenge shall notify the other Party, and the Parties shall mutually agree upon the action to be taken and the proportion in which legal expenses and damage recovery is to be shared. Provided that if the Parties are unable to agree, Concept Industries shall have the right pursuant to this agreement to take whatever action it deems necessary to protect its position. Purchaser and Concept Industries shall cooperate and assist with whatever legal proceedings are ultimately commenced with respect to such a challenge to the validity of the System Patents.

6.4 Purchaser shall diligently prosecute Canadian Patent Application No. 2,989,632. Concept Industries shall have the first right of refusal to prosecute and have conduct of any action for infringement or any challenge of the validity of any one of the System Patents at its own risk and expense, if Purchaser notifies Concept Industries in writing that it has elected not to prosecute any one of the System Patents or to take any action against any infringer of any one of the System Patents or to defend against any challenge of the validity of any one of the System Patents. Purchaser consents to being named as a party plaintiff, defendant or third party in any action and shall provide all necessary assistance at Concept Industries' expense, excluding financial assistance, but including the giving of testimony and the provision of documents and information, as may reasonably be required by Concept Industries in connection with such action.

6.5 Should Purchaser fail to prosecute Canadian Patent Application No. 2,989,632 by allowing Canadian Patent Application No. 2,989,632 to be deemed abandoned by the Canadian Intellectual Property Office or miss a maintenance payment on any one of the System Patents, Concept Industries shall have the option to purchase any one of the System Patents back from Purchaser for \$1.00 CAD per System Patent.

7 REPRESENTATIONS AND WARRANTIES

7.1 Westcap warrants and represents to Purchaser that the patent applications and registrations listed in Schedule "A" constitutes and represents all the "IP" and Technology developed under the Amended MMA.

7.2 Each Seller, on its own behalf, and Westcap, jointly and severally with each other Seller, warrants and represents to Purchaser that:

7.2.1 to its knowledge, it has good and valid title to its respective full or partial interest in its respective Transferred Property, free from any third-party interest, right, title or claim (including without limitation claim of infringement);

7.2.2 to its knowledge, no person has any right, option, interest or claim to purchase its full or partial interest in its Transferred Property;

7.2.3 the Technology disclosed and claimed in a patent application or registration listed in Schedule "A" constitutes all of the Intellectual Property Rights held and owned by it in relation thereto;

7.2.4 to its knowledge, it has not taken or failed to take any steps which would prejudice the obtaining of patents from any patent application listed in Schedule "A", or the validity of any patents based on a patent application listed in Schedule "A";

7.2.5 it agrees to promptly and without delay disclose to the Purchaser any knowledge of actual or potential third-party interest, right, title or claim to its respective full or partial interest in its respective Transferred Property forthwith upon becoming aware of the same;

7.2.6 it is fully entitled to enter into this Agreement and there are no contractual or other impediments or encumbrances that affect the intended grant and rights set out in this Agreement; and

7.2.7 it is a valid and subsisting corporation.

7.3 Purchaser warrants and represents to each Seller that:

7.3.1 it is fully entitled to enter into this Agreement and there are no contractual or other impediments or encumbrances that affect the intended grant and rights set out in this Agreement; and

7.3.2 it is a valid and subsisting corporation.

7.4 Purchaser understands and agrees that Sellers make no representations or warranties that the patents and patent applications listed in Schedule "A" and use of the Technology relating to the patents and patent applications listed in Schedule "A", including the manufacturing, marketing, selling, or distributing any goods or services relating to or incorporating said Technology, does not infringe or violate the intellectual property rights of any person.

8 PURCHASER INSOLVENCY

8.1 Every right and licence in respect of the Limited Licence under this Agreement is and shall be deemed to be a "right to use intellectual property", as such phrase is used in and interpreted under section 65.11(7), 65.13(9), 72.1, and 246.1 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "*BIA*") and section 32(6) and 36(8) of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the "*CCAA*").

8.2 Concept Industries shall have all available rights and protections under the *BIA*, the *CCAA* and all other applicable bankruptcy, insolvency, and similar laws with respect to the Limited Licence.

8.3 Without limiting the generality of the foregoing, Purchaser acknowledges and agrees that, if Purchaser or its estate becomes subject to a *BIA* proposal, *CCAA* proceeding, bankruptcy, or similar proceedings, all rights, licences, and privileges granted to Concept Industries in respect of the Limited Licence will continue subject to the respective terms and conditions hereof, and will not be affected, even by the rejection, disclaimer, or resiliation of this Agreement by Purchaser or a third party.

9 **NOTICES**

9.1 All notices and other documents required or permitted to be given hereunder shall be in writing, and delivered personally, mailed by prepaid registered mail, or emailed with confirmation of transmission to the Party as follows:

Sellers:

346 Kimberly Road
Winkler, Manitoba, Canada
R6W 0H7

Email: lonnythiessen@gmail.com
Attention: Lonny Thiessen

Purchaser:

9175 – 14th Street
Edmonton, Alberta, Canada
T6P 0C9

Email: sean@sureway.ca
Attention: Sean Mudge, Legal Counsel

All notice or communication under this agreement is effective only upon receipt by the receiving Party and if the Party giving the notice has complied with the requirements of this section.

10 GENERAL TERMS AND CONDITIONS

10.1 This Agreement may be executed in one or more counterparts any by electronic signature, and each shall be deemed an original, but all of which together shall be deemed one and the same agreement.

10.2 The headings contained herein are for the purpose of convenience only and shall not be considered part of this Agreement.

10.3 Each of the Parties are separate and independent legal entities. Nothing herein shall be construed or deemed to create any form of partnership, employment relationship, or joint venture.

10.4 This Agreement will enure to the benefit of and be binding upon the respective heirs, executors, administrators, other legal representatives, successors and permitted assigns of the Parties.

10.5 This Agreement may not be amended except by written agreement among the Parties hereto.

11 ENTIRE AGREEMENT

11.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and cancels and supersedes any prior understandings and arrangements between the Parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings, or collateral agreements, express, implied, or statutory, between the parties other than as expressly set out in this Agreement.

11.2 Westcap and Purchaser hereby agree and acknowledge that the Amended MMA remains in full force and effect, notwithstanding the completion of the transactions contemplated herein.


12. GOVERNING LAW

12.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Manitoba and Canada.


The Parties hereto have caused this Agreement to be executed as of the date first above written (the "Effective Date").

IN WITNESS WHEREOF the parties have executed this Agreement as of the Effective Date.

CONCEPT INDUSTRIES LTD.

By:  _____
Authorized Signatory

13212327 CANADA LTD.

By:  _____
Authorized Signatory

WESTCAP AG CORP.

By:  _____
Authorized Signatory

543077 ALBERTA LTD.

By:  _____
Authorized Signatory

SCHEDULE "A"

TRANSFERRED PROPERTY

Seller	Technology	Intellectual Property Rights / Applications
Concept Industries Ltd.	Portable Collapsible Storage Bin and Unloading System	United States Patent No. 10,752,433 issued on August 25, 2020; and Canadian application for a patent for such invention, filed December 12, 2020, under Serial No. 2,989,632
Westcap Ag Corp.	Skid Mounted Storage System with Collapsible Silo for Flowable Material	Argentina July 22, 2019 190102059 Canada July 22, 2019 3,105,632 Mexico July 22, 2019 MX/a/2021/000981 Saudi Arabia July 22, 2019 521421059 UAE July 22, 2019 P6000085/2021 USA January 5, 2021 17/257,948
	Portable Conveyor System Including Pivotable and Extendable Feed Conveyors for Feeding Particulate Material into an Elevating Assembly	Argentina November 19, 2019 190103386 Canada November 19, 2019 3,125,757 Mexico November 19, 2019 MX/a/2021/008721 Saudi Arabia November 19, 2019 521422577 UAE November 19, 2019 P6001273/2021 USA July 6, 2021 17/420,888
	Mobile and Cascadable Storage Silo	Canada November 2, 2017 3,040,062 USA April 4, 2019 16/339,581
	Mobile Collapsible Storage Silo	Canada November 2, 2017 3,040,314 USA April 12, 2019 16/341,749 (issued as 10,981,719) USA March 22, 2021 17/208,631
13212327 CANADA LTD.	Skid Mounted Storage System with Collapsible Silo for Flowable Material	Canada July 22, 2019 3,105,632 USA January 5, 2021 17/257,948

	Portable Conveyor System Including Pivotal and Extendable Feed Conveyors for Feeding Particulate Material into an Elevating Assembly	Canada November 19, 2019 3,125,757 USA July 6, 2021 17/420,888
	Mobile and Cascadable Storage Silo	Canada November 2, 2017 3,040,082 USA April 4, 2019 16/339,581
	Mobile Collapsible Storage Silo	Canada November 2, 2017 3,040,314 USA April 12, 2019 16/341,749 (issued as 10,981,719) USA March 22, 2021 17/208,831






Assignment & License Agreement - EXCTN COPY[18]

Final Audit Report

2022-09-30

Created:	2022-09-30
By:	Lonny Thiessen (lonnythiessen@gmail.com)
Status:	Signed
Transaction ID:	CEJCHECAABAAJlawM4Wr0rb7mUDHFS4LNbrpVmy3POW1

"Assignment & License Agreement - EXCTN COPY[18]" History

-  Document created by Lonny Thiessen (lonnythiessen@gmail.com)
2022-09-30 - 5:08:56 PM GMT - IP address: 24.84.54.34
-  Document emailed to marshall@conceptindltd.com for signature
2022-09-30 - 5:09:37 PM GMT
-  Email viewed by marshall@conceptindltd.com
2022-09-30 - 5:12:36 PM GMT - IP address: 24.79.88.35
-  Signer marshall@conceptindltd.com entered name at signing as Marshall Zacharias
2022-09-30 - 5:13:12 PM GMT - IP address: 24.79.88.35
-  Document e-signed by Marshall Zacharias (marshall@conceptindltd.com)
Signature Date: 2022-09-30 - 5:13:14 PM GMT - Time Source: server - IP address: 24.79.88.35
-  Agreement completed.
2022-09-30 - 5:13:14 PM GMT