

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7833757

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
WAYFINDER SAND SOLUTIONS LTD.	09/30/2022
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SOURCE MINING TECHNOLOGIES INC.
<b>Street Address:</b>	18- 2 ATHABASCAN AVE
<b>City:</b>	SHERWOOD PARK
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	AB T8H 1R8
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	9616431
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(505)213-0642
<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>	
<b>Email:</b>	admin@faipatents.com
<b>Correspondent Name:</b>	FRANKLIN & ASSOCIATES INTERNATIONAL INC
<b>Address Line 1:</b>	228 HAMILTON AVE, 3RD FLOOR
<b>Address Line 4:</b>	PALO ALTO, CALIFORNIA 94301
<b>ATTORNEY DOCKET NUMBER:</b>	PA00815
<b>NAME OF SUBMITTER:</b>	MELANIE ZIA
<b>SIGNATURE:</b>	/MELANIE ZIA/
<b>DATE SIGNED:</b>	03/08/2023
<b>Total Attachments: 4</b>	
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**INTELLECTUAL PROPERTY ASSIGNMENT**

**THIS ASSIGNMENT** (this "**Assignment**") is dated effective as of September 30, 2022 (the "**Closing Date**"),

**BETWEEN:**

**WAYFINDER SAND SOLUTIONS LTD.** (the "**Vendor**")

- and -

**SOURCE MINING TECHNOLOGIES INC.** (the "**Purchaser**")

**WHEREAS:**

- A. the Vendor and the Purchaser have entered into an asset purchase agreement dated as of September 29<sup>th</sup>, 2022 (the "**Asset Purchase Agreement**"); and
- B. pursuant to the Asset Purchase Agreement, the Vendor has agreed to sell, assign, transfer, convey and deliver to the Purchaser, and the Purchaser has agreed to purchase from the Vendor, all of Vendor's right, title and interest in and to, among other things, the "Purchased IP" (as defined in the Asset Purchase Agreement) set forth in Appendix "A" hereto and the inventions and improvements described and claimed therein.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. The Vendor confirms that, effective as of the Closing Date and pursuant to the Asset Purchase Agreement, it has assigned to the Purchaser all of the Vendor's right, title, and interest in and to the Purchased IP, including all intellectual property and related proprietary rights, interests and protections in respect of such Purchased IP (including all rights to sue and recover and retain damages, costs and legal fees, disbursements and charges for past, present and future infringement and any other rights relating to any of the foregoing), the same to be held and enjoyed by the Purchaser, its successors, and assigns as fully and effectually as they would have been held and enjoyed by the Vendor had this assignment not been made.
- 2. The Vendor hereby undertakes to, without further consideration but at the expense of the Purchaser, execute all such further documents and do all such acts to perfect such assignment as may be reasonably requested by the Purchaser.
- 3. This Assignment may be signed in original or by electronic means and in separate counterparts and may be delivered by electronic means, and all such counterparts together will constitute one and the same instrument, binding on the parties as of the Closing Date.

*[Signature page follows]*

IN WITNESS WHEREOF the parties have executed this Assignment as of the Closing Date.

WAYFINDER SAND SOLUTIONS LTD.

Per: 

Name: Leonard Cornez

Title: Chief Financial Officer

SOURCE MINING TECHNOLOGIES INC.

Per: \_\_\_\_\_

Name: Chad Bremner

Title: Director

*[Signature Page to IP Assignment]*


**PATENT**  
**REEL: 062916 FRAME: 0712**

**IN WITNESS WHEREOF** the parties have executed this Assignment as of the Closing Date.

**WAYFINDER SAND SOLUTIONS LTD.**

Per: \_\_\_\_\_  
Name: Leonard Cornez  
Title: Chief Financial Officer

**SOURCE MINING TECHNOLOGIES INC.**

Per:  \_\_\_\_\_  
Name: Chad Bremner  
Title: Director

**APPENDIX "A"**

**INTELLECTUAL PROPERTY**

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<b>Title</b>	<b>Jurisdiction</b>	<b>Applicant / Owner</b>	<b>Patent No. (Application No.)</b>	<b>Filing Date (M/D/Y)</b>	<b>Status</b>
Sand separator	United States	Wayfinder Sand Solutions Ltd.	9,616,431 (14/188,510)	02/24/2014	Active
Method for separating sand from a hydrocarbon stream	United States	Wayfinder Sand Solutions Ltd.	9,925,484 (15/445,934)	02/28/2017	Active
Sand separator	Canada	Wayfinder Sand Solutions Ltd.	2,844,330	02/24/2014	Active