

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM363164

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Aqua-Pure Ventures, Inc.		11/19/2015	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fountain Quail Holdings, LLC		
<b>Street Address:</b>	811 Main Street		
<b>Internal Address:</b>	Suite 4275		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77002		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4575415	NOMAD	
<b>Registration Number:</b>	4662174	ROVER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2147568279		
<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>Phone:</b>	214-740-8633		
<b>Email:</b>	dadocket@lockelord.com		
<b>Correspondent Name:</b>	Mark R. Backofen		
<b>Address Line 1:</b>	2200 Ross Ave.		
<b>Address Line 2:</b>	Suite 2200		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	0103244.00009		
<b>NAME OF SUBMITTER:</b>	Mark R. Backofen		
<b>SIGNATURE:</b>	/Mark R. Backofen/		
<b>DATE SIGNED:</b>	11/20/2015		
<b>Total Attachments: 9</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment") is effective as of the 19th day of November, 2015, by Aqua-Pure Ventures, Inc., an Alberta corporation, by and through its court appointed receiver Grant Thornton Limited ("Assignor"), with its place of business at Suite 900, 833 4th Avenue SW, Calgary, Alberta, T2P 3TS, to Fountain Quail Holdings, LLC, a Delaware limited liability company ("Assignee"), with its place of business at 811 Main Street, Suite 4275, Houston, TX 77002.

WHEREAS, Assignor is the owner of all right, title and interest in certain Intellectual Property (as defined below) that is used by Fountain Quail Water Management LLC, a Texas limited liability company and wholly-owned subsidiary of Aqua-Pure Ventures (USA), Inc., a Nevada corporation (collectively, the "Companies"); and

WHEREAS, pursuant to the Membership Interest and Asset Purchase Agreement dated November 19, 2015 (the "Agreement"), certain assets of Assignor are being acquired by Assignee.

WHEREAS, pursuant to the Agreement, Assignor is required to transfer any and all ownership of the Intellectual Property to Assignee;

NOW, THEREFORE, in consideration of the foregoing, the consideration set forth in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. "Intellectual Property" means any and all of the following owned by the Assignor: (a) patents, patent applications, patent disclosures and inventions set forth on Schedule A, (b) trademarks, service marks, trade dress, trade names, logos and corporate names (in each case, whether registered or unregistered) and registrations and applications for registration thereof together, to the extent applicable, with all of the goodwill associated therewith, set forth on Schedule B, (c) copyrights (registered or unregistered) and registrations and applications for registration thereof, set forth on Schedule C and (d) domain name registrations set forth on Schedule D, along with the copyrights in any website(s) associated with such domain name registrations.
2. Assignor grants, sells, assigns, transfers and conveys to Assignee, all of its right, title, and interest in, to and under the Intellectual Property throughout the United States of America, its territories and all foreign countries, including the right to claim priority under United States law, any applicable foreign country's law, or international convention, along with all rights to sue for infringement of any Intellectual Property, whether arising prior to or subsequent to the date of this Assignment, the same to be held and enjoyed by the said Assignee, its successors, assigns and other legal representatives, from and after the date herein above written, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.
3. Assignor covenants to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers and take any actions necessary to perfect and vest such rights, title and interest in Assignee, its successors, assigns and legal representatives. If

Assignee, its successors, assigns or other legal representatives shall desire to file any continuing or renewal applications based upon any of the Patents, or to file a disclaimer relating thereto, Assignor will upon request, sign all papers, make all rightful oaths and do all lawful acts requisite for the filing of such application or disclaimer and the procuring thereof, without further compensation but at the expense of Assignee, its successors, assigns or other legal representatives.

4. Assignors represent and warrant that they have not entered into any assignment, contract or understanding in conflict herewith.

5. This Assignment shall be governed by and interpreted in accordance with the laws of the Alberta, Canada.

6. This Assignment may be executed in counterparts, and when so executed, each counterpart shall be deemed an original, and said counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as follows, effective as of the date first above written.

**[SIGNATURE PAGES TO FOLLOW]**

AGREED AND ACCEPTED BY:

ASSIGNEE:

Fountain Quail Holdings, LLC

By Matthew Kondratowicz

Name: Matthew Kondratowicz

Title: Manager

NOTARIZATION OR LEGALIZATION ACCOMPANYING ASSIGNMENT

STATE OF Texas )

COUNTY OF Dallas )

ss.:

On this 9<sup>th</sup> day of November, 2015, before me personally appeared Matthew Kondratowicz, having the title Manager of Fountain Quail Holdings LLC known by me to be the person of the above name, who signed the foregoing instrument in the capacity designated, and acknowledged the same to be his own free act and deed and for the purpose therein set forth.

Lorenza Olivares  
Notary Public

My Commission Expires: 7/27/19



ASSIGNOR:

Aqua-Pure Ventures, Inc.

By its Court appointed receiver Grant Thornton Limited

By [Signature]  
Name Andrew Basi  
Title: Partner

NOTARIZATION OR LEGALIZATION ACCOMPANYING ASSIGNMENT

\_\_\_\_\_)  
\_\_\_\_\_) ss.:  
\_\_\_\_\_)

On this 10 day of November, 2015, before me personally appeared Andrew Basi, having the title partner of Grant Thornton Limited, acting solely in its capacity as the court appointed receiver of Aqua-Pure Ventures, known by me to be the person of the above name, who signed the foregoing instrument in the capacity designated, and acknowledged the same to be his own free act and deed and for the purpose therein set forth.

[Signature]  
Notary Public  
**Jeremy A.J. Russell**  
Barrister and Solicitor

My Commission Expires:

**SCHEDULE A**

**PATENTS**

<u>Country</u>	<u>Serial No./ Pat. No.</u>	<u>App. Date/ Issue Date</u>	<u>Owner</u>	<u>Title</u>
US	09/006499 6,355,145	1/14/1998 3/12/2002	Aqua-Pure	Distillation Process with Reduced Fouling
US	09/462821 6,375,803	1/13/1999 4/23/2002	Aqua-Pure	Mechanical Vapor Recompression Separation Process
US	09/577822 6,536,523	5/25/2000 3/25/2003	Aqua-Pure and Cenovus Energy Inc.	Water Treatment Process for Thermal Heavy Oil Recovery
US	09/468915 6,551,466	12/22/1999 4/22/2003	Aqua-Pure	Multiple Effect Distillation Process with Reduced Fouling
US	10/347203 6,984,292	1/21/2003 1/10/2006	Aqua-Pure and Cenovus Energy Inc.	Water Treatment Process for Thermal Heavy Oil Recovery
US	13/492526 N/A	6/8/2012 N/A	Aqua-Pure	Mobile Clarifier and Sludge Dewatering System for Onsite Waste Water Treatment
Brazil	PI 9806849-0 BR9086849	1/14/1998 6/28/2011	Aqua-Pure	Distillation Process with Reduced Fouling
Canada	2,274,258 2274258	1/14/1998 10/17/2006	Aqua-Pure	Distillation Process with Reduced Fouling
China	CN1142808 ZL98801828.4	1/14/1998 3/24/2004	Aqua-Pure	Distillation Process with Reduced Fouling
India	195418		Aqua-Pure	Distillation Process with Reduced Fouling
Indonesia	ID19990000670	1/14/1998	Aqua-Pure	Distillation Process with Reduced Fouling
Japan	3526582 19980533442	1/14/1998	Aqua-Pure	Distillation Process with Reduced Fouling
Mexico	PA/1/1999/00444 6		Aqua-Pure	Distillation Process with Reduced Fouling
Philippines	1-1998-01795		Aqua-Pure	Distillation Process with Reduced Fouling
Kuwait	PA 29/2001		Aqua-Pure	Water Treatment Process for Thermal Heavy Oil Recovery

<u>Country</u>	<u>Serial No./ Pat. No.</u>	<u>App. Date/ Issue Date</u>	<u>Owner</u>	<u>Title</u>
Kuwait	PA 97/2000		Aqua-Pure	Water Treatment Process for Thermal Heavy Oil Recovery
Mexico	PA/a/2000/00846 5		Aqua-Pure	Water Treatment Process for Thermal Heavy Oil Recovery
Venezuela	1074-2001		Aqua-Pure	Water Treatment Process for Thermal Heavy Oil Recovery
Venezuela	1295-2000		Aqua-Pure	Water Treatment Process for Thermal Heavy Oil Recovery
Canada	N/A CA2779732	N/A 6/8/2012	Aqua-Pure	Mobile Clarifier and Sludge Dewatering System for Onsite Waste Water Treatment



**SCHEDULE B**

**TRADEMARKS**

<b><u>Country</u></b>	<b><u>Mark</u></b>	<b><u>Reg. No./ Serial No.</u></b>	<b><u>Reg. Date/ App. Date</u></b>	<b><u>Class</u></b>	<b><u>Owner</u></b>
US	NOMAD	4575415 86/148195	7/29/2014 12/19/2013	40	Fountain Quail
US	ROVER	4662174 86/148162	12/30/2014 12/19/2013	40	Fountain Quail
	Fountain Quail Water Management				

**SCHEDULE C**

**COPYRIGHTS**

**[None]**

**SCHEDULE D**

**DOMAIN NAMES**

<b><u>Domain Name</u></b>	<b><u>Owner</u></b>	<b><u>Registrar</u></b>	<b><u>Expiration/Renewal Date</u></b>
aqua-pure.com	Aqua Pure Ventures Inc.	Network Solutions LLC	4/16/2019