

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM387293

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Opta Minerals, Inc.		05/12/2016	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	H2O Jet, Inc.		
Street Address:	1145 85th Avenue Southeast		
City:	Tumwater		
State/Country:	WASHINGTON		
Postal Code:	98501		
Entity Type:	Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3221313	IWP	
Registration Number:	3210161	IWP	
Registration Number:	3221314	INTERNATIONAL WATERJET PARTS	
CORRESPONDENCE DATA			
Fax Number:	2066826031		
<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:	2066224900		
Email:	ColleenM@SeedIP.com		
Correspondent Name:	Lorraine Linford		
Address Line 1:	701 Fifth Avenue		
Address Line 2:	Suite 5400		
Address Line 4:	Seattle, WASHINGTON 98104		
NAME OF SUBMITTER:	Lorraine Linford		
SIGNATURE:	/Lorraine Linford/		
DATE SIGNED:	06/09/2016		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") is made as of May 12, 2016 by Opta Minerals, Inc., a Canadian corporation with principal offices located at 407 Parkside Drive, Waterdown, ON, L0R2H0 ("Assignor") to H2O Jet, Inc., a Washington corporation, having a principal place of business at 1145 85th Ave SE, Tumwater, WA 98501 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of May 12, 2016 (the "Agreement"), and the Agreement provides for the execution and delivery of this Assignment by Assignor to Assignee;

WHEREAS, Assignor owns the trademark applications and registered trademarks as set forth on Schedule I (collectively, the "Assigned Marks"); and

WHEREAS, Assignee desires to purchase or acquire all of Assignor's right, title and interest in and to the Assigned Marks;

NOW, THEREFORE, subject to the terms and conditions of the Agreement the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Assignor hereby sells, conveys, assigns and transfers to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Assigned Marks, together with the goodwill of the business and activities generated thereby, symbolized thereby and associated therewith, free and clear of all Encumbrances; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.
2. From and after the date hereof, Assignor shall, without further consideration, execute and deliver such instruments of transfer, conveyance, assignment and assumption, and take such other action, as may reasonably be necessary to give effect to the transactions contemplated by this Assignment.
3. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand, supersede or limit in any way the terms, conditions or obligations of the Agreement. To the extent any provision of this Assignment conflicts with or is inconsistent with the terms of the Agreement, the Agreement shall control and govern.
4. Capitalized terms used herein without definition shall have the meanings set forth in the Agreement.

5. This Assignment shall be governed by, and construed in accordance with the laws of the State of Washington without giving effect to the conflict of laws rules thereof.
6. If any provision of this Assignment (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or circumstances. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of any other Assigned Marks.
7. This Assignment may be executed electronically or otherwise (where permitted in an applicable jurisdiction) in any number of identical counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Signature Page Follows]

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

OPTA MINERALS, INC.

as Assignor

By: _____

Name: _____

Title: _____

H2O JET

as Assignee

By: _____

Name: _____

Title: _____

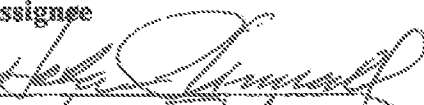
[Signature Page to Trademark Assignment]

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

OPTA MINERALS, INC.
as Assignor

By: _____
Name:
Title:

H2O JET
as Assignee

By: 
Name: *ALAN P. REYNOLDS*
Title: *PRESIDENT*

SCHEDULE I

Assigned Marks

Trade Marks	Registration Number	Issue Date
IWP Logo	3221313	3/27/2007
IWP	3210161	2/28/2007
International Waterjet Parts	3221314	3/27/2007

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