

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Noetic Engineering Inc.		04/01/2008	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Noetic Technologies Inc.		
Street Address:	4120-56 Avenue NW		
City:	Edmonton		
State/Country:	CANADA		
Postal Code:	T6B 3R8		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3203396	NO-E'-TIC	
Registration Number:	3219358	NOETIC	
CORRESPONDENCE DATA			
Fax Number:	7804237276		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	rob.mcdonald@fmc-law.com		
Correspondent Name:	Noetic Engineering Inc.		
Address Line 1:	4120-56 Avenue NW		
Address Line 4:	Edmonton, CANADA T6B 3R8		
ATTORNEY DOCKET NUMBER:	533881.5/RDM		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			

CH \$65.00 3203396

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Robert D. McDonald

Signature:

/rdm/

Date:

01/29/2013

**Total Attachments: 6**

source=NOETIC - AGREEMENT FOR PURCHASE#page1.tif

source=NOETIC - AGREEMENT FOR PURCHASE#page2.tif

source=NOETIC - AGREEMENT FOR PURCHASE#page3.tif

source=NOETIC - AGREEMENT FOR PURCHASE#page4.tif

source=NOETIC - AGREEMENT FOR PURCHASE#page5.tif

source=NOETIC - AGREEMENT FOR PURCHASE#page6.tif

**AGREEMENT FOR THE PURCHASE AND SALE OF ASSETS**

THIS AGREEMENT MADE as of the 1<sup>st</sup> day of April, 2008

BETWEEN:

**NOETIC ENGINEERING INC.,**  
a corporation incorporated under  
the laws of the Province of Alberta  
(the "Vendor")

- and -

**NOETIC TECHNOLOGIES INC.,**  
a corporation incorporated under  
the laws of the Province of Alberta  
(the "Purchaser")

(collectively referred to as the "Parties")

**RECITALS**

- A. The Vendor is the owner of those certain assets (the "Assets") set out and more particularly described in Schedule "A" attached;
- B. The Vendor has agreed to sell, and the Purchaser has agreed to purchase, the Assets;

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the mutual agreements and covenants contained in this Agreement, the adequacy of which each of the Parties admits, the Parties covenant and agree as follows:

**AGREEMENT**

- 1.1 The Vendor agrees to sell his right, title and interest in the Assets, and the Purchaser agrees to purchase from the Vendor the Assets, at the purchase price (the "Purchase Price") set out and allocated below.

- 1.2 The Purchaser agrees that it shall pay the Purchase Price by issuing to the Vendor a Promissory Note in the amount of Ninety Nine Thousand Two Hundred Twenty One (\$99,221.00) Dollars and issuing to the Vendor One Million Seven Hundred and Seventy Five Thousand Seven Hundred and Seventy Nine (1,775,779) Class "D" Preferred Non-Voting Shares (the "Shares") in the Purchaser, all as allocated in the manner set out in Schedule "A" attached.
- 1.3 The Purchaser shall add to the stated capital account of its Class "D" Preferred Non-Voting Shares on the issuance of such shares pursuant to this Agreement, the sum of ONE (\$1.00) DOLLAR.

#### **JOINT ELECTION AND AGREED AMOUNT**

- 2.1 The Parties agree that it is their intention that the transfer of the Assets by the Vendor to the Purchaser occur on a tax-deferred basis pursuant to the provisions of subsection 85(1) of the Income Tax Act (Canada) (the "Act") and the Parties agree that they will file the required joint election in the prescribed form and within the prescribed time as required by the Act.
- 2.2 The Parties agree that for purposes of the joint election described in Article 2.1 above, the amount which the Parties will elect to be the Vendor's proceeds of disposition and the Purchaser's cost of acquisition of the Assets shall be the Eligible Capital Balance of the Assets (the "Agreed Amount") and that this amount shall be determined in consultation with the accountant for the Purchaser and the Vendor and shall be the sum set forth in Schedule "A".

#### **ADJUSTMENTS**

##### **3.1**

In the event that the Minister of National Revenue for Canada or any other competent authority at any time proposes to issue any assessment or assessments that imposes or would impose any liability for tax of any nature on the Parties or any other person on the basis that the Adjusted Cost Base of the Assets at the date of this Agreement is a greater or lesser amount than that set forth in Schedule "A" annexed to this Agreement, and in the event that the Parties agree or a competent court or tribunal finally adjudges that the Adjusted Cost Base of the Assets at the date of this Agreement is a greater or lesser amount ("the Varied Adjusted Cost Base") than that set forth in Schedule "A" annexed to this Agreement, then upon such agreement or adjudication, the amount of the Adjusted Cost Base designated in the election to be made pursuant to subsection 85(1) shall be deemed to be equal to the Varied Adjusted Cost Base, the amount of the election wherever referred to in this Agreement shall be taken as meaning the Varied Adjusted Cost

Base, and the Parties agree to file any further forms and pay equally the amount of any late filing penalty to give effect to this adjustment.

- 3.2 The Parties acknowledge and agree that it is intended that the Total Redemption Amount of the Class "D" Preferred Non-Voting Shares which are to be issued pursuant to this Agreement equal the fair market value of the Assets as of the date of this Agreement, less the amount by which the aggregate of the Adjusted Cost Base exceeds the stated capital of the Class "D" Preferred Non-Voting Shares and less the amount of any assumed liabilities. The Parties agree that if it is subsequently determined, either by a judgment of a court or tribunal of competent jurisdiction or otherwise, that the fair market value of the Assets or the aggregate of the Adjusted Cost Base is other than what the Parties have agreed to in this Agreement, the Total Redemption Amount of the Class "D" Preferred Non-Voting Shares issued by the Purchaser shall be adjusted accordingly and such adjustment shall be effective retroactive to the date of this Agreement.

#### **TRANSFER OF POSSESSION**

- 4.1 On the date of this Agreement, the Vendor shall deliver to the Purchaser the Assets and physical possession of any miscellaneous title documents and any and all other items or authorizations to enable the Purchaser to assume full, complete and unencumbered possession of the Assets.
- 4.2 Immediately after the Vendor has delivered and transferred the Assets to the Purchaser, the Purchaser shall pay to the Vendor the Purchase Price for the Assets.
- 4.3 The Vendor agrees that he shall do all things necessary to assist the Purchaser to replace the Vendor and stand in his stead in any documentation relating to the Assets at the time the sale of the Assets occurred under this Agreement.

#### **VENDOR'S REPRESENTATIONS AND WARRANTIES**

- 5.1 The Vendor agrees and acknowledges that the Purchaser is relying upon the following representations made by the Vendor to the Purchaser:
- (a) all of the Assets are beneficially owned by the Vendor free and clear of all options, liens, charges, defects of title, restrictions on sale or encumbrances of any nature, kind or description whatsoever;
  - (b) no individual, partnership, corporation or other person has any agreement, option or right capable of becoming an agreement for the purchase of any of the Assets; and
  - (c) the Vendor has a good and sufficient right and authority to transfer to the Purchaser the legal title and beneficial ownership of the Assets and this

Agreement constitutes a valid and binding obligation on the Vendor enforceable against the Vendor in accordance with its terms and all transactions contemplated in this Agreement will not result in any violation of any of the terms and conditions of any agreement to which the Vendor is a party or by which the Vendor may be bound or constitute a default thereunder.

- 5.2 The representations and warranties contained in Article 4.1 of this Agreement shall survive the completion of the purchase and sale of the Assets as provided for in this Agreement and, notwithstanding such completion, shall remain in full force and effect for the benefit of the Purchaser provided always that no claim with respect to the representations and warranties shall be made by the Purchaser unless written notice of such claim shall have been given to the Vendor within two (2) years from the date of this Agreement.

#### **PURCHASER'S REPRESENTATIONS AND WARRANTIES**

- 6.1 The Purchaser agrees and acknowledges that the Vendor is relying upon the following representations, made by the Purchaser to the Vendor:
- (a) this Agreement constitutes a valid and binding obligation of the Purchaser enforceable in accordance with its terms; and
  - (b) all transactions contemplated in this Agreement will not result in any violation of the terms and conditions of the constating documents of the Purchaser or any agreement to which the Purchaser is a party or by which the Purchaser is bound.
- 6.2 The representations and warranties contained in Article 5.1 of this Agreement shall survive the completion of the purchase and sale of the Assets as provided for in this Agreement and, notwithstanding such completion, shall remain in full force and effect for the benefit of the Vendor provided always that no claim with respect to the representations and warranties shall be made by the Vendor unless written notice of such claim shall have been given to the Purchaser within two (2) years from the date of this Agreement.

#### **GENERAL**

- 7.1 It is acknowledged and agreed by the Parties that the Purchaser became absolute owner of the Assets and stood possessed of the same as and from the date of this Agreement and it is further acknowledged and agreed by the Parties that from and after the date of this Agreement, the Vendor holds title to the Assets on behalf of and as bare trustee for the Purchaser until such time as the actual transfer of the Assets has been completed. The Purchaser agrees to indemnify the Vendor for

any and all expenses incurred by the Vendor on behalf of the Purchaser from the date of this Agreement.

- 7.2 The Parties agree to execute and deliver all such further documents, deeds and other items as may be required to give full effect to the provisions of this Agreement.
- 7.3 Time shall be of the essence of this Agreement.
- 7.4 The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- 7.5 This Agreement, including the recitals set forth at the commencement of this Agreement, constitutes the entire agreement between the Parties, and there are not and shall not be any verbal statements, representations, warranties, undertakings or agreements between the Parties save those which are contained in this Agreement.
- 7.6 No amendment or variation of the terms, conditions, representations, warranties, covenants, agreements and undertakings set forth in this Agreement shall be of any force and effect unless the same shall be reduced to writing duly executed by the Parties in the same manner and with the same formality as this Agreement is executed.
- 7.7 This Agreement shall be governed in all respects by the laws of the Province of Alberta.
- 7.8 This Agreement shall enure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators, successors and assigns, as the case may be.

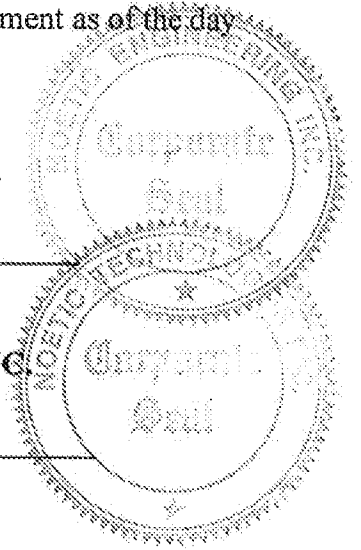
IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

NOETIC ENGINEERING INC.

Per: 

NOETIC TECHNOLOGIES INC.

Per: 



**SCHEDULE "A"**

Noetic Engineering Inc.

Transfer of Property to Noetic Technologies Inc. on April 1, 2008

Pursuant to the provisions of subsection 85(1)  
of the Income Tax Act (Canada)

	Fair Market Value	Lower Limit	Agreed Amount	Amount to be Reported
All patents, trademarks, copyrights and licenses associated specifically with: Articulation Tool Torque-Activated Wedge Grip / Case Running Tools Radial Crimping and Radial Forming Tools .Bell and collet style Radial Crimping and Radial Forming Tools .Radail piston style DuraWAV® Tools HydroFORM™ Shaped Casing and Launchers Tubular Consumables Multi- Lobe Torque Rings (MLT Rings™) Tubular Consumables . HydroFORM™ centralizers and stabilizers Pump-Down Drillable Cement Floats as well as any other trademarks, copyrights and licenses	\$ 1,875,000	\$ 99,222	\$ 99,222	\$ -
	<u>\$ 1,875,000</u>	<u>\$ 99,222</u>	<u>\$ 99,222</u>	<u>\$ -</u>

**Consideration**

1,775,779 Class D' non-voting preferred shares with a redemption value of \$1 per share and paid up capital of \$1 in aggregate	\$ 1,775,779
Demand non-interest bearing promissory note (GSA)	<u>99,221</u>
	<u>\$ 1,875,000</u>