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
SANJEL LIMITED PARTNERSHIP		103/01/2013	LIMITED PARTNERSHIP: CANADA

RECEIVING PARTY DATA

Name:	SANJEL CANADA LTD.	
Street Address:	200, 505 2nd Street S.W.	
City:	Calgary, Alberta	
State/Country:	CANADA	
Postal Code:	T2P 1N8	
Entity Type:	CORPORATION: CANADA	

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3232472	CYCLEFRAC
Registration Number:	3306977	SANJEL
Registration Number:	3343885	CYCLESPAL
Registration Number:	3348386	SANJEL
Registration Number:	3587134	SAN2CYCLE
Registration Number:	4107221	SHOCKFRAC

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Email: pinsentl@bennettjones.com

Correspondent Name: Lorraine Pinsent

Address Line 1: 4500, 855 2nd Street S.W.

Address Line 4: Calgary, Alberta, CANADA T2P 4K7

TRADEMARK REEL: 005001 FRAME: 0222 OP \$165.00 3232472

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ATTORNEY DOCKET NUMBER:	22681-34	
DOMESTIC REPRESENTATIVE		
Name: Address Line 1: Address Line 2: Address Line 3: Address Line 4:		
NAME OF SUBMITTER:	LORRAINE PINSENT	
Signature:	/LORRAINE PINSENT/	
Date:	04/09/2013	
Total Attachments: 2 source=Sanjel US#page1.tif source=Sanjel US#page2.tif		

TRADEMARK
REEL: 005001 FRAME: 0223

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is made effective as of the 1st day of March 2013 by and between Sanjel Limited Partnership (herein the "Assignor") and Sanjel Canada Ltd. having its principal office at 200, 505 – 2st Street S.W., Calgary Alberta T2P 1N8 (herein the "Assignee").

WHEREAS, Assignor is the Owner of the registered trademarks specified in Schedule 1 hereto (the "Marks");

WHEREAS, the Assignee has acquired the said Marks and the registrations therefore and all of the rights to and interests therein by virtue of an agreement between the parties.

NOW THEREFORE, TO ALL CONCERNED, be it known for consideration, the adequacy and receipt of which is acknowledged, Assignor hereby makes the transfer and assignment of all rights in the Marks as follows:

- 1. Assignor does sell, assign, and transfer all its right, title and interest, anywhere in the word, in and to the Marks unto the Assignee and the registration thereof and the application therefore together with the goodwill of the business in connection with which the said Marks are used and that part of the goodwill of the business connected the use of and symbolized by the said Marks.
- Assignor further agrees to execute and deliver such other or further documents or instruments as
 may be necessary, in the judgment of Assignee's counsel, to perfect Assignee's rights in and to the said
 Marks.
- 3. The Assignment provided hereby includes any and all rights, use for and recover all damages for infringement of the said Marks, whether such infringement occurred in the past or occurs in the future, as fully as if the Assignor had filed such action in its own name. Further, Assignor agrees to cooperate in any such actions the extent reasonably required by Assignee to enforce the rights transferred hereunder.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Trademark Assignment.

Sanjel Limited Partnership, by its General Partner, Sanjel Corporation

Darin MacDonald

President

Sanjel Canada Ltd.

Darin MacDonald

President

SCHEDULE 1

Trademark	Registration No.
CYCLEFRAC	3232472
SANJEL	3306977
CYCLESPAL	3343885
SANJEL & DESIGN	3348386
SAN₂CYCLE & DESIGN	3587134
SHOCKFRAC	4107221

TRADEMARK REEL: 005001 FRAME: 0225

RECORDED: 04/09/2013