

PATENT ASSIGNMENT AGREEMENT

THIS AGREEMENT is dated May 1 , 2017, by and between Bharat Bhushan (the “**Assignor**”), and Micron Waste Technologies Inc. (the “**Assignee**”).

WHEREAS, the Assignor developed the invention, known as “*Treatment of Trade Effluent from Food Waste Disposal Systems*” (Patent Application No. 14850226) (the “**Patent Application**”) and any and all related intellectual property (the “**Invention**”), and has filed the Patent Application with the United States Patent and Trademark Office claiming certain elements of the Technology (as defined hereafter);

AND WHEREAS, the Assignor and the Assignee were parties to an intellectual property license agreement dated November 3, 2015 (the “**License Agreement**”) pursuant to which the Assignor licensed the Technology (as that term is later defined) to the Assignee;

AND WHEREAS, the Assignor and the Assignee terminated the License Agreement on February 27, 2017 (the “**Effective Date**”) and concurrently entered into an assignment agreement pursuant to which the Assignor assigned all of his right, title and interest in and to the Technology to the Assignee;

AND WHEREAS, the parties now wish to document their assignment agreement in writing.

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, and in accordance with applicable law, the Parties hereby agree as follows:

PART 1 DEFINITIONS

1.1 In this Agreement and all other documents relating or referring hereto, unless the context requires otherwise, the following words, terms and expressions have the meanings indicated:

“**Effective Date**” has the meaning ascribed to it in the recitals;

“**Intellectual Property**” means all rights related to the Technology and any improvements, whether or not such rights are legally protected and includes, without limitation, the drawings, software, technical information, know-how, documents, inventions, copyright and applications relating thereto, databases, patterns, prototypes, models, processes, formulas, products, samples, files, diagrams, plans, specifications, algorithms and methods;

“**Invention**” means the results of the research work developed by the Assignor and which are described in the Patent Application, and includes any issuance, new application, continuation, continuation in part and division which may result from the Patent Application;

“**Patent Application**” means Patent Application No. 14850226 with regards to the Invention and related Technology;

“**Technology**” means the Invention, the patents, the drawings, software, technical information, know-how, documents, inventions, intellectual property, copyright, patterns, prototypes, models, processes, formulas, products, samples, files, diagrams, plans, specifications, algorithms, methods, trade secrets owned or controlled by the Assignor and which relates to the Technology;

1.2 **Currency.** Unless otherwise indicated, all dollar amounts referred to in this Agreement are in Canadian funds.

1.3 **Number and Gender.** Where the context requires, words imparting the singular shall include the plural and vice versa, and words imparting gender shall include all genders.

1.4 **Headings.** Headings contained in this Agreement are included solely for convenience, are not intended to be full or accurate descriptions of the content thereof and shall not be considered part of this Agreement or affect the construction or interpretation of any provision hereof.

PART 2 ASSIGNMENT

2.1 **Assignment.** Subject to the terms and conditions in this Agreement and in consideration of the payment stipulated in Section 2.2 hereunder, the Assignor hereby assigns to the Assignee, as of the Effective Date, all of the Assignor's right, title and interest in or to the Technology.

2.2 **Payment.** In consideration of the assignment of the Technology pursuant to this Agreement, and of the promises and covenants contained herein, the Assignee shall issue to Assignor 4 million units of the Assignee (the "**Units**"). Each Unit consists of one common share of the Assignee (each, a "**Common Share**") and one Common Share purchase warrant (each, a "**Warrant**"). Each Warrant entitles the holder to purchase one Common Share at an exercise price of \$0.25 per Common Share for period of five years following the date of issuance.

PART 3 TECHNOLOGY TRANSFER

3.1 **Transfer.** The Assignor and Assignee will sign all the necessary documents to amend the Patent Application to reflect the assignment of the Technology, as described in Section 2.1 of this Agreement, in the United States Patent and Trademark records, and any other national records where an application relating to the Technology may have been filed, within three days from the receipt by the Assignor of the consideration set forth in Section 2.2 of this Agreement. The Assignor will hand over such documents to the Assignor's patent agents for filing with the patent offices. The cost relating to the assignment, including the cost of preparing and drafting legal documents and other forms, as well as the cost of registering the assignment, shall be paid by the Assignee.

3.2 **Documents.** The Assignor shall provide to the Assignee, if requested by written notice, a full set of the records and documents relating to the Patent Application, including the complete documentation of the transfer.

3.3 **Future Costs.** As of the Effective Date hereof, the Assignee shall be liable for and pay the future costs relating to obtaining and maintaining the rights forming part of the Intellectual Property, including, without limitation, all patent costs.

PART 4 WARRANTY

4.1 The Assignor does not bind itself and makes no representation or warranty of any kind whatsoever with respect to the Technology, without limiting the generality of the foregoing, the Assignor makes no representation or warranty of any kind whatsoever with respect to the usefulness, quality or marketability of the Technology, or the effects which may result from their use or that the development of applications relating to the Technology is complete. Without limiting the generality of the foregoing, the Assignor does not guarantee the validity of the patent applications or patents protecting the Invention and makes no representation with respect to their scope and validity. The Assignor shall not be liable for the warranties, representations, undertakings or any other obligations given or assumed by the Assignee toward any party whomsoever with respect to the manufacturing, promotion, distribution, use or sale of any product and services or any other activity relating thereto or to the Technology.

PART 5 REPRESENTATIONS AND WARRANTIES

5.1 **Assignor's Representations and Warranties.** The Assignor hereby represents and warrants to the Assignee:

- (a) that it has the sole legal right and authority to execute this Agreement, and to validly assign to the Assignee all of the right, title and interest in and to the Technology;
- (b) that it has not executed any other agreement that would conflict with the terms of this Agreement, nor shall it execute any such agreement in the future; and
- (c) that there is no existing proceedings with regards to third party infringement related to the Technology's Intellectual Property and that the Technology does not, to its knowledge, infringe any third party's Intellectual Property.

5.2 **Assignee's Representations and Warranties.** The Assignee hereby represent and warrant to Assignor that:

- (a) the Assignee has the full legal right and authority to execute this Agreement, and to accept the assignment of the right, title and interest in and to the Technology;
- (b) the Assignee has not executed any other agreement that would conflict with the terms of this Agreement, nor shall the Assignee execute any such agreement in the future;
- (C) it undertakes not to do, or cause, help or assist anybody to do, whether directly or indirectly, anything which may, in any manner whatsoever, imperil or infringe the validity of the Technology; and
- (D) except for the rights assigned to it hereby, the Assignee hereby acknowledges that it acquires no additional right on the Assignor's Intellectual Property.

5.3 **Acknowledgements.** The Assignee hereby acknowledges that there may be a challenge to the Patent Application and each agrees that any finding or ruling subsequent to the date of this Agreement that the Patent Application is denied, invalid or unenforceable shall not give rise to a cause of action against the Assignor under this Agreement. Neither the Assignor nor the Assignee make any

representation or promise that each will invest in, defend or attempt to commercially exploit the Invention or the Patent Application.

PART 6 GENERAL TERMS

6.1 **Further Actions.** The Assignor hereby agrees to execute any further agreements or documents and to take any further actions necessary to aid the Assignee in perfecting its interest in the Technology and in enforcing any and all protections or privileges deriving from the Technology.

6.2 **Severability.** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited and the parties shall seek to negotiate a replacement provision in good faith, such replacement provision having insofar as possible, the same economic and legal effect as the severed provision.

6.3 **Notice.** Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

If to Assignor:

Bharat Bhushan
Unit 22 – 7088 – 191st Street
Surrey, B.C. V4N 0B4

If to Assignee:

Micron Waste Technologies Inc.
915 – 700 W Pender Street,
Vancouver, BC, V6C 1G8

6.4 **Amendments.** This Agreement shall not be amended, altered or modified except by an instrument in writing expressly referring to this Agreement and signed by all of the parties hereto. The foregoing shall also apply to any modification of or deviation from this written form requirement.

6.5 **Governing Law.** This Agreement shall be interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein, and each of the parties irrevocably attorns to the exclusive jurisdiction of the courts of British Columbia.

6.6 **Entire Agreement.** This Agreement constitutes the entire agreement between the Assignor and the Assignee, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

6.7 **Counterparts.** This Agreement may be executed in two or more counterparts, and delivered by electronic transmission, each of which shall be deemed to be an original and all of which together shall constitute one and the same.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

**MICRON WASTE TECHNOLOGIES INC.
INC.**

Per: "Alfred Wong"
Name: Alfred Wong
Title: President

BHARAT BHUSHAN

"Bharat Bhushan"