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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Lubby Holdings, LLC

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) December 20, 2016

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

2. Name and address of receiving party(ies)

Name: Elaine Rado

Internal Address: _____

Street Address: 922 Sunnyside Ave.

City: Wyomissing

State: Pennsylvania

Country: United States Zip: 19610

Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

14/658,091 PCT/US2016/016659
 14/927,355 15/276,712
 14/985,389 PCT/US2016/053829
 15/253,664 15/279,098
 15/016,207

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Kathryn L. Harrison, Esq.

Internal Address: _____

Street Address: 310 Grant St.

Suite 1700

City: Pittsburgh

State: PA Zip: 15219

Phone Number: 4122610310

Docket Number: _____

Email Address: klh@camlev.com

6. Total number of applications and patents involved: 13

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

01/31/2017 DTIMBERL 00000001 14658091

Deposit Account Number _____ 520.00 0P

Authorized User Name _____

9. Signature:

Kathryn L. Harrison
Signature

1/26/17
Date

Kathryn L. Harrison
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

15

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT

REEL: 041546 FRAME: 0232

CONFIDENTIAL

Lubby Holdings, LLC – Patent Matters
December 20, 2016

TITLE (description)	COUNTRY	SERIAL NO. FILING DATE	STATUS/COMMENTS
APPARATUS AND METHODS FOR VAPORIZING ESSENTIAL OILS AND WAXES	US	14/658,091 03/13/2015	Pending
CARTRIDGE COVER FOR PERSONAL VAPORIZER	US	14/927,355 10/29/2015	Pending
HYBRID PERSONAL VAPORIZER Blender + conductive check valve + wick below liquid chamber)	US	14/985,389 12/30/2015	Pending Incorporates Blender, conductive check valve & wick below liquid chamber
PERSONAL VAPORIZER (conductive check valve claims)	US	15/253,664 08/31/2016	Pending
PERSONAL VAPORIZER WITH MEDIUM AND CHAMBER CONTROL (internal carb cover)	US	15/016,207 02/04/2016	Pending
PERSONAL VAPORIZER WITH MEDIUM AND CHAMBER CONTROL (internal carb cover)	PCT	PCT/US2016/016659	Pending; PCT application based on US app no. 15/016,207
PERSONAL VAPORIZER HAVING REVERSING AIR FLOW	US	15/276,712 09/26/2016	Pending
PERSONAL VAPORIZER HAVING REVERSING AIR FLOW	PCT	PCT/US2016/053829 09/26/2016	Pending; PCT application based on US app no. 15/276,712
VAPORIZER AND DETACHABLE POWER SOURCE	US	15/279,098 09/28/2016	Pending
VAPORIZER AND DETACHABLE POWER SOURCE	PCT	PCT/US2016/054191 09/28/2016	Pending; PCT application based on US app no. 15/279,098
PERSONAL VAPORIZER design patent	US	29/541,888 10/08/2015	Pending - Allowed
PERSONAL VAPORIZER design patent (with lines at mouthpiece)	US	29/541,893 10/08/2015	Pending - Allowed
PERSONAL VAPORIZER (wick is below liquid tank)	US	62/290,376 02/02/2016	Pending Provisional application

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated December 20, 2016 is made by LUBBY HOLDINGS, LLC, a Delaware limited liability company (the "*Grantor*"), in favor of ELAINE RADO (the "*Lender*"). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in **Exhibit A**.

WHEREAS, the Grantor has granted to the Lender a first priority security interest to support certain obligations of the Grantor to the Lender under the terms of that certain Guaranty and Suretyship Agreement of even date herewith (collectively, the "*Obligations*");

WHEREAS, pursuant to the terms and conditions set forth in that certain Security Agreement executed by the Grantor in favor of the Lender of even date herewith (the "*Security Agreement*"), the Grantor has granted and, for avoidance of doubt, hereby grants to the Lender a security interest in all personal property of the Grantor, including all Intellectual Property of the Grantor, including without limitation, all Trademarks, Patents, Copyrights, Trade Secrets and IP Agreements, all to secure the payment and performance of the Obligations.

WHEREAS, in order to evidence such security interest and to perfect the Lender's rights in such Intellectual Property, the Grantor has agreed to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities and agrees to execute any additional documents as necessary to record such security interest with the U.S. Patent and Trademark Office, the U.S. Copyright Office or such other governmental authorities.

NOW, THEREFORE, for and in consideration of the premises, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Lender, a security interest in all of such Grantor's right, title and interest, whether now owned or existing or hereafter created, acquired or arising, in and to the following (the "*IP Collateral*");

(a) all Patents, in each case now existing or hereafter adopted or acquired, including those set forth in **Schedule B** hereto;

(b) all Trademarks, in each case now existing or hereafter adopted or acquired, including those set forth in **Schedule B** hereto; and

(c) all Copyrights, in each case now existing or hereafter adopted or acquired, including those set forth in **Schedule B** hereto.

SECTION 2. Recordation. This IP Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the United States Copyright Office, or other governmental agency. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

SECTION 3. Representations, Warranties And Covenants. The Grantor represents, warrants and covenants that, except as otherwise set forth herein: (i) **Schedule B** sets forth a true and complete list of all Patent, Trademark and Copyright registrations and pending applications now owned or, as

indicated, co-owned by the Grantor; (ii) the Intellectual Property, including such Patent, Trademark and Copyright applications and registrations set forth on **Schedule B**, are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Intellectual Property or the Grantor's ownership rights therein; (iii) to the best of the Grantor's knowledge, each of the Intellectual Property and IP Agreements is valid and enforceable; (iv) to the best of the Grantor's knowledge, there is no infringement by a third party of the Intellectual Property and no third party has been put on notice of such; (v) no claim has been provided or made known to the Grantor that the use of any of the Intellectual Property does or may violate the rights of any third person, and to the best of the Grantor's knowledge, there is no infringement by the Grantor of the intellectual property rights of others; (vi) subject to the co-owned Intellectual Property as indicated on **Schedule B**, the Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Intellectual Property free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by the Grantor not to sue third persons, other than (A) the security interest and assignment created by the Security Agreement and this IP Security Agreement, or (B) licenses, sub-licenses or end-user agreements to Vaporous Technologies, LLC, a Pennsylvania limited liability company; (vii) the Grantor has the unqualified right to enter into this IP Security Agreement and to perform its terms and will take all steps that may be reasonably necessary so as to ensure that the Grantor shall continue to comply with the covenants herein contained; (viii) the Grantor has used its best efforts to, and will continue to use its best efforts in the future to use, proper statutory and other proprietary notices in connection with its use of the Patents, Trademarks or Copyrights; and (ix) the Grantor has used its best efforts to, and will continue to use its best efforts to use for the duration of this IP Security Agreement, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks.

SECTION 4. No Transfer Or Inconsistent Agreements. Without the Lender's prior written consent, the Grantor will not (i) sell, transfer, assign, pledge, encumber or grant any license or sublicense of any rights under or with respect to any of its Intellectual Property owned or co-owned by it except in the ordinary course of business, or (ii) enter into any agreement that is inconsistent with the Grantor's obligations under this IP Security Agreement or the Security Agreement.

SECTION 5. After-Acquired Intellectual Property.

5.1 After-Acquired Intellectual Property. If, before the Obligations shall have been finally paid and satisfied in full, the Grantor obtains any right, title or interest in or to any other or new Intellectual Property, the provisions of this IP Security Agreement shall automatically apply thereto and the Grantor shall promptly provide to the Lender notice thereof in writing and execute and deliver to the Collateral Agent such documents or instruments as the Lender may reasonably request further to implement, preserve or evidence the Lender's interest therein.

5.2 Amendment to Schedule. The Grantor authorizes the Lender to modify this IP Security Agreement, without the necessity of the Grantor's further approval or signature, solely so as to amend **Schedule B** hereto to include any future or other Patent, Trademark or Copyright registrations or applications.

SECTION 6. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

SECTION 7. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and

confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lender with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 8. Governing Law. This IP Security Agreement has been delivered to and accepted by the Lender, and will be deemed to be made in, the Commonwealth of Pennsylvania. **THIS IP SECURITY AGREEMENT WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE LENDER AND THE GRANTOR DETERMINED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, EXCLUDING ITS CONFLICT OF LAWS RULES.** The Grantor hereby irrevocably consents to the exclusive jurisdiction of the Court of Common Pleas of Berks County, Pennsylvania or, if jurisdiction can be obtained, the District Court for the Eastern District of Pennsylvania; provided that nothing contained in this IP Security Agreement will prevent the Lender from bringing any action, enforcing any award or judgment or exercising any rights against the Grantor individually, against any security or against any property of the Grantor within any other county, state or other foreign or domestic jurisdiction. The Grantor acknowledges and agrees that the venue provided above is the most convenient forum for both the Lender and the Grantor. The Grantor waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Agreement.


SECTION 9. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

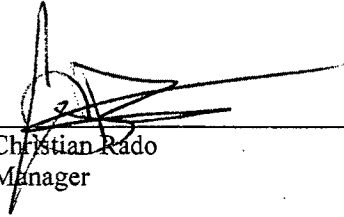
* Remainder of Page Intentionally Blank *

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ATTEST:

LUBBY HOLDINGS, LLC

By: 
Name: Matt Sobin
Title: Owner

By: 
Christian Rado
Manager

Accepted and Agreed to:

ELAINE RADO

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ATTEST:

LUBBY HOLDINGS, LLC

By: _____
Name: _____
Title: _____

By: _____
Christian Rado
Manager

Accepted and Agreed to:



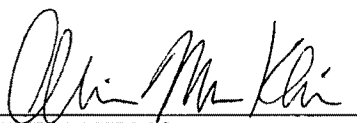
ELAINE RADO

NOTARY PAGE

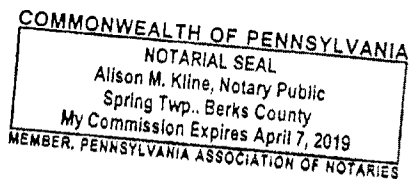
STATE OF Pennsylvania)
)
COUNTY OF Berks) To-wit:

On this 20th day of December, 2016, personally appeared before me, the undersigned officer, a Notary Public in and for said County and State, Elaine Rado and that she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein.

In witness whereof, I hereunto set my hand and official seal.



NOTARY PUBLIC
My commission expires:

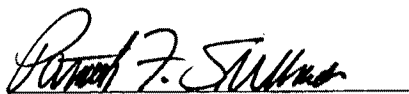


NOTARY PAGE

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) To-wit:

On this 20th day of December, 2016, personally appeared before me, the undersigned officer, a Notary Public in and for said County and State, Christian Rado, who has represented to me to be the Manager of Lubby Holdings, LLC, a Delaware limited liability company, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such officer thereof.

In witness whereof, I hereunto set my hand and official seal.



NOTARY PUBLIC

My commission expires

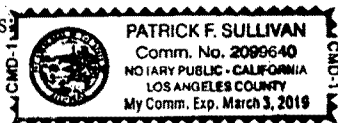


Exhibit A
Additional Definitions

"Copyrights" means all of the following: (a) all copyright rights in any work subject to the copyright laws of the United States or any other country or group of countries, whether as author, assignee, transferee or otherwise including but not limited to copyrights in software and all rights in and to databases, all designs (including but not limited to industrial designs, Protected Designs within the meaning of 17 U.S.C. §1301 et. seq. and European Community designs), and all Mask Works (as defined under 17 U.S.C. §901 of the U.S. Copyright Act), whether registered or unregistered, and (b) all registrations and applications for registration of any such copyright in the United States or any other country or group of countries, including registrations, supplemental registrations and pending applications for registration in the United States Copyright Office listed on **Schedule B** and (c) all proceeds of and the right to sue or otherwise recover for any past, present and future infringement or other violation thereof, or enforcement of any Copyright.

"General Intangibles" means all "General Intangibles" as defined in the UCC, including all choses in action and causes of action and all other intangible personal property of the Grantor of every kind and nature (other than accounts (as defined in the UCC)) now owned or hereafter acquired by the Grantor, including corporate or other business records, indemnification claims, contract rights (including rights under leases, whether entered into as lessor or lessee, and other agreements), Intellectual Property, goodwill, registrations, franchises and tax refund claims.

"Intellectual Property" means all Patents, Copyrights, Trademarks, Trade Secrets, domain names, and all inventions, designs, confidential or proprietary technical and business information, know-how, show-how and other proprietary data or information and all related documentation.

"IP Agreements" means all agreements granting to or receiving from a third party any rights to Intellectual Property to which the Grantor, now or hereafter, is a party.

"Patents" means all of the following: (a) all letters patent of the United States or the equivalent thereof in any other country or group of countries, and all applications for letters patent of the United States or the equivalent thereof in any other country or group of countries, including those listed on **Schedule B**, (b) all reissues, continuations, divisions, provisionals, continuations-in-part or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein and (c) all proceeds of and the right to sue or otherwise recover for any past, present and future infringement or other violation thereof, or for enforcement of any Patent.

"Trademarks" means all of the following: (a) all domestic and foreign trademarks, trade names, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, service marks, other source or business identifiers, designs and General Intangibles of like nature, now owned or hereafter adopted or acquired, all registrations thereof, if any, including all registration and recording applications filed in connection therewith in the United States Patent and Trademark Office listed on **Schedule B** and all renewals thereof, including those listed on **Schedule B** (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), (b) all goodwill associated therewith or symbolized thereby and (c) all proceeds of, and the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill associated with the use of any Trademark or for enforcement of any Trademark.

“Trade Secrets” means common law and statutory trade secrets and all other confidential or proprietary or useful information and all know-how obtained by or used in or contemplated at any time for use in the business of the Grantor (all of the foregoing being collectively called a **“Trade Secret”**), whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating or referring in any way to such Trade Secret, all Trade Secret licenses, and including the right to sue for and to enjoin and to collect damages for the actual or threatened misappropriation of any Trade Secret and for the breach or enforcement of any such Trade Secret license.

[End of Exhibit A]

Schedule B
Intellectual Property

(See Attached)

310 Grant Street, Suite 1700
Pittsburgh, PA 15219-2399
Telephone: 412-261-0310
Facsimile: 412-261-5066

Kathryn L. Harrison • klh@camlev.com

Campbell & Levine, LLC

Attorneys at Law

Via U.S. Express Mail

January 26, 2017

Mail Stop Assignment Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450
Alexandria, Virginia 22313-1450

Re: Intellectual Property Security Agreement for Recording

To Whom it May Concern:

Please record the attached Intellectual Property Security Agreement (the "Security Agreement") pursuant to 35 U.S.C. §261 between the grantor, Lubby Holdings, LLC (the "Grantor") and the grantee, Elaine Rado (the "Grantee").

Pursuant to the Security Agreement, the Grantor granted a security interest in the following patents to the Grantor in addition to those listed on the Recordation Form Cover Sheet (Form PTO-1595) enclosed herewith:

Title	Country	Serial No. Filing Date
VAPORIZER AND DETACHABLE POWER SOURCE	PCT	PCT/US2016/054191 09/28/2016
PERSONAL VAPORIZER design patent	US	29/541,888 10/08/2015
PERSONAL VAPORIZER design patent (with lines at mouthpiece)	US	29/541,893 10/08/2015
PERSONAL VAPORIZER (wick is below liquid tank)	US	62/290,375 02/02/2016

January 26, 2017
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Also enclosed please find payment for the thirteen (13) patents involved in the recording. Please do not hesitate to contact me with any questions or concerns regarding the recording of the enclosed Security Agreement.

Sincerely,



Kathryn L. Harrison

KLH:jmb