

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4499701

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|---|-------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| MICHAEL F. DAVIS | 04/18/2017 |
| NOAH MARK MINSKOFF | 07/07/2017 |
| STEPHEN BENSON SEARS | 04/18/2017 |
| RECEIVING PARTY DATA | |
| Name: | RAI STRATEGIC HOLDINGS, INC. |
| Street Address: | 401 NORTH MAIN STREET |
| City: | WINSTON-SALEM |
| State/Country: | NORTH CAROLINA |
| Postal Code: | 27101 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 15472839 |
| CORRESPONDENCE DATA | |
| Fax Number: | (919)755-2150 |
| <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: | 919-755-2100 |
| Email: | dgravius@wcsr.com |
| Correspondent Name: | RYAN W. CAGLE |
| Address Line 1: | 555 FAYETTEVILLE STREET |
| Address Line 2: | SUITE 1100 |
| Address Line 4: | RALEIGH, NORTH CAROLINA 27601 |
| ATTORNEY DOCKET NUMBER: | R60999 12590US.1 (1245.4) |
| NAME OF SUBMITTER: | RYAN W. CAGLE |
| SIGNATURE: | /ryan w. cagle/ |
| DATE SIGNED: | 07/12/2017 |
| This document serves as an Oath/Declaration (37 CFR 1.63). | |
| Total Attachments: 6 | |
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**COMBINED WORLDWIDE INVENTION ASSIGNMENT AND
U.S. DECLARATION (37 CFR 1.63)**

WHEREAS, the undersigned (hereinafter collectively referred to as "Assignor") has or may have invented certain inventions and improvements disclosed in the United States patent application entitled "**AEROSOL DELIVERY DEVICE WITH IMPROVED ATOMIZER**" and designated as

- ☒ Application No. 15/472,839; filed March 29, 2017
- ☐ Application claims priority from Application No. , filed , all applications listed above being hereinafter referred to as the "Application(s)";

WHEREAS, it is agreed that

RAI Strategic Holdings, Inc.
401 North Main Street
Winston-Salem, NC 27101

(hereinafter referred to as "Assignee"), is entitled to or is desirous of acquiring all right, title and interest related to the same;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, by these presents, does sell, assign, and transfer unto Assignee the full, exclusive and entire right, title and interest, worldwide: (i) in and to all inventions and improvements disclosed and described in the Application(s); (ii) in and to said Application(s) and any other United States national stage, provisional, non-provisional, divisional, continuation, continuation-in-part, or design patent applications based in whole or in part upon said inventions or improvements and/or claiming priority to said Application(s) (the "U.S. Applications"); (iii) in and to any Patent Cooperation Treaty applications based in whole or in part upon said inventions or improvements and/or claiming priority to said Application(s); (iv) in and to any and all applications for industrial property protection, including without limitation applications for patent, utility model, inventor's certificate, and design, filed or which are hereafter filed in countries outside the United States (the "Foreign Applications") and which

describe in whole or in part said inventions and improvements, said Foreign Applications to be filed and issued in the name of Assignee or its designee insofar as permitted by applicable law; (v) in and to all patents or similar protective rights in the United States or elsewhere which may be granted on the U.S. Applications and Foreign Applications and all reissues, reexaminations, and extensions thereof, any and all such patents or other protective rights to issue in the name of Assignee and for the sole use and behoof of Assignee and its successors and assigns; and (vi) in and to the right to claim any applicable foreign or domestic priority rights arising from or required for any of the aforementioned applications under the terms of any applicable conventions, treaties, statutes, or regulations.

AND, for the same consideration, Assignor agrees to (i) communicate to Assignee, its successors, legal representatives, and assigns, any facts known to Assignor respecting said inventions and improvements or the history thereof and any and all documents, photographs, models, samples or other physical exhibits which may embody said inventions or improvements; (ii) sign or execute all lawful papers, applications, declarations, affidavits, assignments, and rightful oaths that may be requested by Assignee during prosecution or enforcement of any rights related to the inventions and improvements; (iii) testify in any proceedings relating to said inventions or improvements or rights granted therefor; and (iv) generally do everything possible to aid Assignee and its successors, legal representatives and assigns, to obtain and enforce proper protection for all said inventions and improvements in all countries throughout the world.

Assignor covenants with Assignee, its successors, legal representatives, and assigns, that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned. Assignor further agrees that Assignee, its successors, legal representatives, and assigns, may insert into this Assignment any further text necessary or desirable to define the Applications to which the Assignment pertains for purposes of recordation, and also agrees that the Assignment is effective at least as early as March 29, 2017 the earliest priority date of the Application(s).

U.S. DECLARATION: Assignor intends for this Assignment to serve as a U.S. declaration under 37 CFR 1.63(e)(1). Accordingly, with respect to the U.S. Applications identified herein, each undersigned inventor hereby declares that: (1) the above-identified application was made or authorized to be made by me; (2) I believe that I am the original inventor or an original joint inventor of a claimed invention in the application; and (3) I hereby

acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

04/18/2017
Date

Michael F. Davis
MICHAEL F. DAVIS

State of North Carolina
County of Forsyth

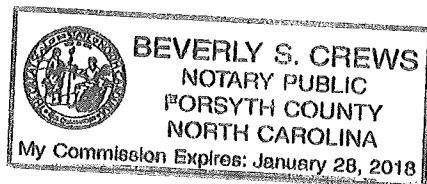
I, Beverly S. Crews, a Notary Public for said County and State, do hereby certify that MICHAEL F. DAVIS personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 18 day of April, 2017.

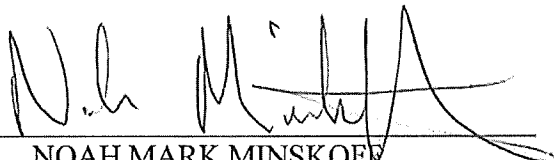
(Official Seal)

Beverly S. Crews
Notary Public

My commission expires 1/28/2018



7/7/17
Date


NOAH MARK MINSKOFF

State of _____)

County of _____)

I, _____, a Notary Public for said County and State, do hereby
certify that NOAH MARK MINSKOFF personally appeared before me this day and
acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the _____ day of _____, 20__.

(Official Seal)

Notary Public

My commission expires _____

(SEE NEW NOTARY ATT →)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of SAN DIEGO)

On JULY 7, 2017 before me, SARA GONZALEZ CASTRO (NOTARY),
Date Here Insert Name and Title of the Officer

personally appeared NOAH MARK MINSKOFF
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: COMB. ASSESS. DECL. Document Date: 7/7/17
Number of Pages: 0 Signer(s) Other Than Named Above: N.O.

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

April 18, 2017
Date

Stephen B. Sears
STEPHEN BENSON SEARS

State of North Carolina
County of Forsyth

I, Beverly S. Crews, a Notary Public for said County and State, do hereby certify that STEPHEN BENSON SEARS personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 18 day of April, 2017.

(Official Seal)

My commission expires 1/28/2018

Beverly S. Crews
Notary Public

