PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4971679

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
RORY FRASER	11/23/2015
COLIN DICKENS	07/06/2015
SIDDHARTHA JAIN	11/20/2015

RECEIVING PARTY DATA

Name:	NICOVENTURES HOLDINGS LIMITED
Street Address:	GLOBE HOUSE
Internal Address:	1 WATER STREET
City:	LONDON
State/Country:	UNITED KINGDOM
Postal Code:	WC2R 3LA

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15739029

CORRESPONDENCE DATA

Fax Number: (612)349-9266

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.

Phone: 6123495740

Email: RABE@PTSLAW.COM
Correspondent Name: AMY M. SALMELA
Address Line 1: 80 S 8TH STREET
4800 IDS CENTER

Address Line 4: MINNEAPOLIS, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	4839.91WOUS01
NAME OF SUBMITTER:	AUBRE RABE
SIGNATURE:	/AUBRE RABE/
DATE SIGNED:	05/22/2018

Total Attachments: 6

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PATENT 504924933 REEL: 045868 FRAME: 0765

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> PATENT REEL: 045868 FRAME: 0766

THIS ASSIGNMENT effective 26 Jack 2015 is made BETWEEN

COLIN JOHN DICKENS, of c/o BRITISH AMERICAN TOBACCO (investments) LIMITED of Globe House, 1 Water Street, London WC2R 3LA, United Kingdom (hereinafter "the Inventor")

and

BRITISH AMERICAN TOBACCO (INVESTMENTS) LIMITED of Globe House, 1 Water Street, London WC2R 3LA, United Kingdom (hereinafter "the Employer")

(the Inventor and Employer being jointly referred to as "the Assignors")

and

NICOVENTURES HOLDINGS LIMITED of Globe House, 1 Water Street, London WC2R 3LA, United Kingdom (hereinafter "the Assignee")

(the Assignors and the Assignee being jointly referred to as "the Parties")

WHEREAS:

- (A) The Inventor was retained by the Employer as an employee under a contract of employment;
- (B) The Inventor has confirmed that, while employed by the Employer, they created an invention entitled "ELECTRONIC AEROSOL PROVISION SYSTEMS", identified by Assignee case number P13115031GB01, as described in the specification attached hereto and hereinafter referred to as 'the Invention':
- (C) The Assignee intends to file a patent application utilising subject matter of the Invention, the filing details of which may be added in a Schedule to this assignment subsequent to execution of this assignment for convenience of reference; and
- (D) The Assignors have agreed to assign unto the Assignee, in all territories of the world, any and all of each of the Assignors' rights, title and interest in the Invention, including the right to apply for and obtain patents, or other forms of protection throughout the world, the right to claim priority of any such applications, including any further developments and improvements in respect thereof.

NOW THIS ASSIGNMENT WITNESSES:

In consideration of the sum of one pound sterling (£1.00) and other good and valuable consideration paid by the Assignee to the Assignors (the receipt of which is hereby acknowledged) the Assignors hereby assign to the Assignee, in all territories of the world, any and all of each of the Assignors' right, title and interest in the Invention, and any and all rights to apply for and obtain patents or other forms of protection in respect of the Invention in all countries of the world, including any and all rights to claim priority of any such applications and including the right to recover and take all such proceedings as may be necessary for the recovery of damages or

PATENT REEL: 045868 FRAME: 0767 otherwise in respect of all infringements of any patent or patents granted in respect of the Invention whether such infringements take place before or after the effective date of this assignment TO HOLD the same unto the Assignee absolutely.

The Assignors undertake to execute documents and perform other acts reasonably required to enable the Assignee to enjoy the full benefit of the property and rights and to apply for and effectively vest in patents and other rights in respect of the assigned rights throughout the world.

This Assignment shall be governed by and construed in accordance with English law and each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

IN WITNESS of which the Parties have executed this Assignment

EXECUTED by COLIN JOHN DICKENS	Signature:
	Date: <u> </u>
In the presence of a witness:	Signature:
	Name: <u>06 30 mg</u>
EXECUTED for and on behalf of BRITISH AMERICAN TOBACCO (INVESTMENTS) LIMITED	Signature:
for a constant of the formation of the f	Name: JAMES CLANINGTON
	Capacity: Assistant Company Secretage
	Date: Ruy Zoif A
In the presence of a witness:	Signature:
	Name: 8AVIO MARSH
EXECUTED for and on behalf of NICOVENTURES HOLDINGS LIMITED	Signature:
Livi I CL	Name: JAMES CONVINETON
	Capacity: Actrosus Attosomy
	Date: \F July 2015
In the presence of a witness:	Signature: Carina Andrews
	Name: DAVID MARSH

THIS ASSIGNMENT effective 283086 2015 is made BETWEEN

RORY FRASER, of c/o BRITISH AMERICAN TOBACCO (INVESTMENTS) LIMITED of Globe House, 1 Water Street, London WC2R 3LA, United Kingdom (hereinafter "the Inventor")

and

BRITISH AMERICAN TOBACCO (INVESTMENTS) LIMITED of Globe House, 1 Water Street, London WC2R 3LA, United Kingdom (hereinafter "the Employer")

(the Inventor and Employer being jointly referred to as "the Assignors")

and

NICOVENTURES HOLDINGS LIMITED of Globe House, 1 Water Street, London WC2R 3LA, United Kingdom (hereinafter "the Assignee")

(the Assignors and the Assignee being jointly referred to as "the Parties")

WHEREAS:

- (A) The Inventor was retained by the Employer as an employee under a contract of employment;
- (B) The Inventor has confirmed that, while employed by the Employer, they created an invention entitled "ELECTRONIC AEROSOL PROVISION SYSTEMS", identified by Assignee case number P13115031GB01, as described in the specification attached hereto and hereinafter referred to as 'the Invention';
- (C) The Assignee intends to file a patent application utilising subject matter of the Invention, the filing details of which may be added in a Schedule to this assignment subsequent to execution of this assignment for convenience of reference; and
- (D) The Assignors have agreed to assign unto the Assignee, in all territories of the world, any and all of each of the Assignors' rights, title and interest in the Invention, including the right to apply for and obtain patents, or other forms of protection throughout the world, the right to claim priority of any such applications, including any further developments and improvements in respect thereof.

NOW THIS ASSIGNMENT WITNESSES:

In consideration of the sum of one pound sterling (£1.00) and other good and valuable consideration paid by the Assignee to the Assignors (the receipt of which is hereby acknowledged) the Assignors hereby assign to the Assignee, in all territories of the world, any and all of each of the Assignors' right, title and interest in the Invention, and any and all rights to apply for and obtain patents or other forms of protection in respect of the Invention in all countries of the world, including any and all rights to claim priority of any such applications and including the right to recover and take all such proceedings as may be necessary for the recovery of damages or

PATENT REEL: 045868 FRAME: 0769 otherwise in respect of all infringements of any patent or patents granted in respect of the Invention whether such infringements take place before or after the effective date of this assignment TO HOLD the same unto the Assignee absolutely.

The Assignors undertake to execute documents and perform other acts reasonably required to enable the Assignee to enjoy the full benefit of the property and rights and to apply for and effectively vest in patents and other rights in respect of the assigned rights throughout the world.

This Assignment shall be governed by and construed in accordance with English law and each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

IN WITNESS of which the Parties have executed this Assignment

RORY FRASER	Signature:
	Date: 23/11/2015
In the presence of a witness:	Signature:
	Name: <u>GZORGGMCL4CH2_4.N</u>
EXECUTED for and on behalf of BRITISH AMERICAN TOBACCO (INVESTMENTS) LIMITED	Signature:
ESCA A year on a sacroway a x one by your seasons.	Name: JAMET CHAMMIGTON
	Capacity: Assistant Company Seesetar
	Date: 24 November 2015
In the presence of a witness:	Signature:
	Name: CONDAL ACONORIE
EXECUTED for and on behalf of NICOVENTURES HOLDINGS LIMITED	Signature:
Base 88 98 8 Sees See	Name: JAMES CONNINGTON
	Capacity: <u>ANTHORISES ATTORNEY</u>
	Date: 24 November 2015
In the presence of a witness:	Signature:
	Name: GNNW MCONCRUE

THIS ASSIGNMENT effective <u>28 June</u> 2015 is made **BETWEEN**

SIDDHARTHA JAIN, of c/o BRITISH AMERICAN TOBACCO (INVESTMENTS) LIMITED of Globe House, 1 Water Street, London WC2R 3LA, United Kingdom (hereinafter "the Inventor")

and

BRITISH AMERICAN TOBACCO (INVESTMENTS) LIMITED of Globe House, 1 Water Street, London WC2R 3LA, United Kingdom (hereinafter "the Employer")

(the Inventor and Employer being jointly referred to as "the Assignors")

and

NICOVENTURES HOLDINGS LIMITED of Globe House, 1 Water Street, London WC2R 3LA, United Kingdom (hereinafter "the Assignee")

(the Assignors and the Assignee being jointly referred to as "the Parties")

WHEREAS:

- (A) The Inventor was retained by the Employer as an employee under a contract of employment;
- (B) The Inventor has confirmed that, while employed by the Employer, they created an invention entitled "ELECTRONIC AEROSOL PROVISION SYSTEMS", identified by Assignee case number P13115031GB01, as described in the specification attached hereto and hereinafter referred to as 'the Invention';
- (C) The Assignee intends to file a patent application utilising subject matter of the Invention, the filing details of which may be added in a Schedule to this assignment subsequent to execution of this assignment for convenience of reference; and
- (D) The Assignors have agreed to assign unto the Assignee, in all territories of the world, any and all of each of the Assignors' rights, title and interest in the Invention, including the right to apply for and obtain patents, or other forms of protection throughout the world, the right to claim priority of any such applications, including any further developments and improvements in respect thereof.

NOW THIS ASSIGNMENT WITNESSES:

In consideration of the sum of one pound sterling (£1.00) and other good and valuable consideration paid by the Assignee to the Assignors (the receipt of which is hereby acknowledged) the Assignors hereby assign to the Assignee, in all territories of the world, any and all of each of the Assignors' right, title and interest in the Invention, and any and all rights to apply for and obtain patents or other forms of protection in respect of the Invention in all countries of the world, including any and all rights to claim priority of any such applications and including the right to recover and take all such proceedings as may be necessary for the recovery of damages or

otherwise in respect of all infringements of any patent or patents granted in respect of the Invention whether such infringements take place before or after the effective date of this assignment TO HOLD the same unto the Assignee absolutely.

The Assignors undertake to execute documents and perform other acts reasonably required to enable the Assignee to enjoy the full benefit of the property and rights and to apply for and effectively vest in patents and other rights in respect of the assigned rights throughout the world.

This Assignment shall be governed by and construed in accordance with English law and each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

IN WITNESS of which the Parties have executed this Assignment

EXECUTED by SIDDHARTHA JAIN	Signature:
	Date: 20-Nov-2015
In the presence of a witness:	Signature: <u>19-1a</u>
	Name: JEAN BAKER
EXECUTED for and on behalf of BRITISH AMERICAN TOBACCO	Signature:
(INVESTMENTS) LIMITED	Name: De TRACEY COOKE
	Capacity: ASSISTANT COMPANY SECRETAR
	Date: 20 NOVEMBER 2015
In the presence of a witness:	Signature: Bale
	Name: JEAN BAKER
EXECUTED for and on behalf of NICOVENTURES HOLDINGS LIMITED	Signature:
TIMILED.	Name: DR TRACEY COOKE
	Capacity: AUTHORISED ATTORNEY
	Date: 20 NOVEMBER 2015
In the presence of a witness:	Signature: <u>JOalo</u>
	Name: JEAN BAKER

PATENT REEL: 045868 FRAME: 0772

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