

## PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT5606985

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	JUUL LABS, INC.	03/29/2018
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	PAX LABS, INC.	
<b>Street Address:</b>	660 ALABAMA STREET, SECOND FLOOR	
<b>City:</b>	SAN FRANCISCO	
<b>State/Country:</b>	CALIFORNIA	
<b>Postal Code:</b>	94110	
<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	29573632	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(617)542-2241	
<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>		
<b>Phone:</b>	6175426000	
<b>Email:</b>	IPDocketingBOS@mintz.com	
<b>Correspondent Name:</b>	MINTZ LEVIN	
<b>Address Line 1:</b>	ONE FINANCIAL CENTER	
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02111	
<b>ATTORNEY DOCKET NUMBER:</b>	053087-109F01US	
<b>NAME OF SUBMITTER:</b>	JOSHUA D. BERK	
<b>SIGNATURE:</b>	/Joshua Berk/	
<b>DATE SIGNED:</b>	07/08/2019	
<b>Total Attachments: 3</b>		
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**PATENT ASSIGNMENT AGREEMENT**

**THIS PATENT ASSIGNMENT AGREEMENT** (this "Assignment") is made and entered into as of June 30, 2017 ("Effective Date") by and between **JUUL Labs, Inc.**, a Delaware corporation having a place of business at 560 20th Street, Building 104, San Francisco, CA 94107 ("ASSIGNOR"), and **PAX Labs, Inc.**, a Delaware corporation having a place of business at 660 Alabama Street, Second Floor, San Francisco, California 94410 ("ASSIGNEE").

**WHEREAS**, ASSIGNOR wishes to assign to ASSIGNEE, and ASSIGNEE wishes to acquire from ASSIGNOR, any and all right, title and interest that ASSIGNOR owns in the patents listed on **Schedule A** (collectively, the "*Patents*"), attached hereto, incorporated herein, and made a part hereof;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which by ASSIGNOR is hereby acknowledged, and intending to be legally bound hereby, the ASSIGNOR does hereby assign, sell, transfer and set over unto the ASSIGNEE its entire right, title and interest in, to and under the Letters Patents, currently pending applications for Letters Patent, and any Letters Patent issuing from the Patents, and any and all renewals, revivals, reissues, reexaminations, and extensions thereof in the United States or in any country, including ASSIGNOR's right to sue for and collect damages and other recoveries for past infringement thereof; and the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the inventions, discoveries and applications of the Letters Patents, currently pending applications for Letters Patent, and any Letters Patent issuing from the Patents; the same to be held and enjoyed by the ASSIGNEE's successors and assigns, as fully as the same would have been held and enjoyed by the ASSIGNOR had this Assignment not been made.

ASSIGNOR hereby authorizes and requests the competent authorities to grant and to issue any and all such Letters Patents, currently pending applications for Letters Patent, and any Letters Patent issuing from said pending applications in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by us had this assignment, sale and transfer not been made.

ASSIGNOR agrees, at any time, upon the request of the ASSIGNEE, to execute and to deliver to the ASSIGNEE any additional applications for patents for the above inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patents, currently pending applications for Letters Patent, and any Letters Patent issuing from said pending applications issuing on or pertaining to the inventions, discoveries, or applications and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

ASSIGNOR further agrees at any time to execute and to deliver upon request of the ASSIGNEE such additional documents, if any, as are necessary or desirable to secure patent protection on the above inventions, discoveries and applications throughout all countries of the

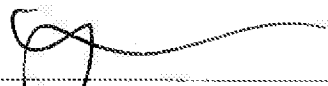
world, and otherwise to do the necessary to give full effect to and to perfect the rights of the ASSIGNEE under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.

ASSIGNOR hereby covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to the invention and the Letters Patents, currently pending applications for Letters Patent, and any Letters Patent issuing from the Patents and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce the invention and the Letters Patents, currently pending applications for Letters Patent, and any Letters Patent issuing from the Patents and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

**ASSIGNOR:**

JUUL Labs, Inc.  
a Delaware corporation

Date: March 29, 2018


BY:   
Name: Wayne Sobon  
Title: Vice President, Intellectual Property

**ASSIGNEE:**

ASSIGNEE hereby acknowledges receipt of the entire right, title and interest in and to the Patents.

PAX Labs, Inc.  
a Delaware corporation

Date: March 27, 2018

BY:   
Name: Sally Brammell  
Title: Secretary and Sr. Corp. Counsel

76254127v.1

## Schedule A

TITLE	COUNTRY	APPLICATION #	DATE FILED	PATENT #	GRANT DATE	DOCKET #	PAX REF #
VAPORIZATION DEVICE WITH LIP SENSING	United States	62/306,616	Mar 10, 2016			53087-517P01US	738.100
VAPORIZATION DEVICE WITH LIP SENSING	United States	15/456,297	Mar 10, 2017			53087-517001US	738.200
VAPORIZATION DEVICE HAVING INTEGRATED GAMES	United States	62/306,551	Mar 10, 2016			53087-518P01US	739.100
VAPORIZATION DEVICE HAVING INTEGRATED GAMES	United States	15/456,446	Mar 10, 2017			53087-518001US	739.200
CONCENTRATE VAPORIZING SYSTEMS	United States	62/372,241	Aug 8, 2016			53087-524P01US	746.100
ELECTRONIC VAPORIZATION DEVICE	United States	29/497,578	Jul 25, 2014	US D762,003	Jul 19, 2016	53087-529F01US	823.201
ELECTRONIC VAPORIZATION DEVICE	United States	29/561,205	Apr 14, 2016	US D776,338	Jan 10, 2017	53087-529C01US	823.301
ELECTRONIC VAPORIZATION DEVICE	Australia	201510225	Jan 16, 2015			53087-529001AU	823.AU01
ELECTRONIC VAPORIZATION DEVICE	Canada	160,552	Jan 19, 2015	CA 160552	Oct 8, 2015	53087-529001CA	823.CA01
ELECTRONIC VAPORIZATION DEVICE	China	201430255675.1	Jul 25, 2014	CN 303091330	Jan 28, 2015	53087-529F01CN	823.CN01
ELECTRONIC VAPORIZATION DEVICE	European Union	002611426	Jan 12, 2015	EP 002611426-0001	Jan 12, 2015	53087-529001EM	823.EU01
CASE FOR A VAPORIZER CARTRIDGE	United States	29/573,632	Aug 8, 2016			53087-541F01US	827.200
CASE FOR A VAPORIZER CARTRIDGE	China	201730033663.8	Feb 7, 2017			53087-541001CN	827.CN00
VAPORIZATION CARTRIDGE DEVICE	United States	29/568,343	Jun 16, 2016			53087-528F01US	828.200
VAPORIZATION CARTRIDGE DEVICE	Australia	201617114	Dec 15, 2016	AU 201617114	Jan 16, 2017	53087-528001AU	828.AU00
VAPORIZATION CARTRIDGE DEVICE	Canada	172,188	Dec 14, 2016			53087-528001CA	828.CA00
VAPORIZATION CARTRIDGE DEVICE	European Union	3520055	Dec 15, 2016	EM 3520055-0001	Dec 15, 2016	53087-528001EM	828.EU00
VAPORIZATION CARTRIDGE DEVICE	European Union	3520055	Dec 15, 2016	EM 3520055-0002	Dec 15, 2016	53087-528002EM	828.EU01
VAPORIZATION CARTRIDGE DEVICE	European Union	3520055	Dec 15, 2016	EM 3520055-0003	Dec 15, 2016	53087-528003EM	828.EU02
VAPORIZATION CARTRIDGE DEVICE	Israel	59706	Dec 15, 2016			53087-528001IL	828.IL00
COMBINED VAPORIZER TAMP AND PICK TOOL	United States	29/569,097	Jun 23, 2016			53087-537F01US	829.200
CHARGING DEVICE	United States	29/569,109	Jun 23, 2016			53087-538F01US	830.200
LID FOR A VAPORIZER	United States	29/569,118	Jun 23, 2016			53087-539F01US	831.200
COVER FOR A VAPORIZER DEVICE	United States	29/572,802	Jul 29, 2016			53087-540F01US	832.200
COVER FOR A VAPORIZER DEVICE	China	201730028915.8	Jan 24, 2017			53087-540001CN	832.CN00
ELECTRONIC VAPORIZATION DEVICE	United States	29/537,866	Aug 28, 2015			53087-543F01US	811.500

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