

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5621298

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
E-NICOTINE TECHNOLOGY, INC.	08/10/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	FONTEM HOLDINGS 1 B.V
<b>Street Address:</b>	12TH FLOOR, BARBARA STROZZILAAN 101,
<b>City:</b>	AMSTERDAM
<b>State/Country:</b>	NETHERLANDS
<b>Postal Code:</b>	1083 HN
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15509853
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(206)332-7198
<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>	3107889900
<b>Email:</b>	patentprocurement@perkinscoie.com, tflores@perkinscoie.com
<b>Correspondent Name:</b>	PERKINS COIE LLP
<b>Address Line 1:</b>	P.O. BOX 1247
<b>Address Line 4:</b>	SEATTLE, WASHINGTON 98111-1247
<b>ATTORNEY DOCKET NUMBER:</b>	111971-8066.US00
<b>NAME OF SUBMITTER:</b>	CHRISTINA FLORES
<b>SIGNATURE:</b>	/christina flores/
<b>DATE SIGNED:</b>	07/16/2019
<b>Total Attachments: 7</b>	
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**EXECUTION VERSION**

**DEED OF ASSIGNMENT**

**10 AUGUST 2015**

**E-NICOTINE TECHNOLOGY, INC.**

**and**

**FONTEM HOLDINGS 1 B.V.**

**ALLEN & OVERY**

Allen & Overy LLP

0109781-0000004 CO:24727373.4

**PATENT**  
**REEL: 049769 FRAME: 0877**

**THIS DEED OF ASSIGNMENT OF PATENTS** is dated 10 August, 2015

**BETWEEN:**

- (1) **E-NICOTINE TECHNOLOGY INC.**, a Delaware corporation, whose registered office is at 1209 Orange Street, Wilimington, DE 19801 (**Assignor**); and
- (2) **FONTEM HOLDINGS 1 B.V.** (registered number 58467521) whose registered office is at 12th Floor, Barbara Strozziiaan 101, 1083 HN Amsterdam, The Netherlands (**Assignee**).

**BACKGROUND**

- (A) The Assignor is the owner of the Seller Owned Intellectual Property, including without limitation the Seller Registered Intellectual Property further detailed in Schedule 1 to this Deed (this **Deed**).
- (B) As part of an asset purchase agreement dated 10 August 2015 between the Assignor and Fontem U.S., Inc. (the **Buyer**) (the **APA**), the Assignor agreed to assign the Seller Owned Intellectual Property to the Buyer, or one of its designated Affiliates, including the Assignee.
- (C) The parties now wish to give full effect to the APA by entering into this Deed.

**IT IS AGREED:**

1. Unless otherwise defined in this Deed, words or expressions defined in the APA shall have the same meaning in this Deed and the principles of interpretation in Article 8 (Definitions) of the APA shall apply mutandis mutatis to this Deed.
2. The Assignor hereby assigns to the Assignee, absolutely with full title guarantee, all such right, title and interest as it holds in the Seller Owned Intellectual Property.
3. This Deed includes all rights and benefits relating to the Seller Owned Intellectual Property including (without limitation) any right the Assignor may have to bring action and claim relief in respect of any infringement of the Seller Owned Intellectual Property whether occurring before, on, or after the date of this Deed.
4. The Assignor agrees, at the request and expense of the Assignee, to provide all reasonable assistance to the Assignee in connection with bringing or defending any proceedings in relation to the Seller Owned Intellectual Property.
5. This Deed includes the right (where applicable and without limitation) to file applications under the Paris Convention corresponding to or based on any of the applications for the Seller Owned Intellectual Property, to claim priority from those applications, to file divisional applications, continuations or continuations-in-part based on any of the applications for the Seller Owned Intellectual Property and to prosecute and obtain grant of patent or similar protection on each and any of the aforementioned applications in or in respect of any country or territory in the world.
6. The Assignor agrees to sign any documents and to do all other things which may be necessary to give effect to this Deed as soon as reasonably practicable including enabling the Assignee to fulfil all relevant national registry requirements for the recordal of the assignment of the Seller Owned Intellectual Property.
7. The Assignor shall transfer to the Assignee or to such Person as the Assignee may designate for such purpose, all records, data, files and other information (in any format and medium) which is in its

possession, power or control and which relates to the Seller Owned Intellectual Property (including without limitation all records, data, files and other information related to the prosecution of the Seller Owned Intellectual Property) as soon as reasonably possible after the date of this Deed, or shall instruct its advisers and agents to do so.

8. The Assignee acknowledges that the Assignor gives no representation, warranty, indemnity or guarantee in respect of any of the Seller Owned Intellectual Property, in this Deed, but this is without prejudice to the provisions of the APA.
9. This Deed is governed by English law. The parties agree that the English courts are to have exclusive jurisdiction to settle any disputes which may arise in connection with this Deed assignment and the parties submit to the exclusive jurisdiction of the English Courts.
10. This Deed may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument and any party hereto may enter into this Deed by executing a counterpart. Counterparts may be exchanged by facsimile or other electronic transmission if mutually agreed by the parties.
11. The Assignor irrevocably appoints TMF Corporate Services of 5th Floor, 6 St Andrew Street, London, EC4A 3AE as its agent in England for service of process.
12. The Assignee irrevocably appoints Fontem UK Limited of 121 Winterstoke Road, Bristol, United Kingdom BS3 2LL as its agent in England for service of process.

**SCHEDULE 1**

**SELLER REGISTERED INTELLECTUAL PROPERTY**

Domain Names:

- <http://enicotinetechnology.com>


<b>e-Nicotine Technology Patents &amp; Applications</b>				
<b>Country</b>	<b>Application No.</b>	<b>App. Date</b>	<b>Patent No.</b>	<b>Patent Date</b>
US	61/730,738	28-Nov-2012	N/A	N/A
US	61/794,601	15-Mar-2013	N/A	N/A
US	61/831,992	06-Jun-2013	N/A	N/A
US	61/887,045	04-Oct-2013	N/A	N/A
US	14/092,405	27-Nov-2013	N/A	N/A
PCT	PCT/US2013/072426	27-Nov-2013	N/A	N/A
US	14/168,338	30-Jan-2014	N/A	N/A
DE	202013105420.8	28-Nov-2013	202013105420.8	03-Apr-2014
GB	1321023.2	28-Nov-2013	N/A	
AU	2013352004	27-Nov-2013	N/A	
CA	2,890,204	27-Nov-2013	N/A	
CN	201320773815.4	28-Nov-2013	ZL201320773815.4	11-Feb-2015
CN	2013800714594	27-Nov-2013	N/A	N/A
EP	13858541.9	27-Nov-2013	N/A	N/A
IL	238641	27-Nov-2013	N/A	N/A
IN	4145/DELNP/2015	27-Nov-2013	N/A	N/A
JP	unavailable	27-Nov-2013	N/A	N/A
KR	10-2015-7017096	27-Nov-2013	N/A	N/A
MX	MX/a/2015/006683	27-Nov-2013	N/A	N/A
MY	PI 2015001402	27-Nov-2013	N/A	N/A
NZ	707919	27-Nov-2013	N/A	N/A
SG	11201504008P	27-Nov-2013	N/A	N/A
ZA	2015/03522	27-Nov-2013	N/A	N/A
US	61/880,525	20-Sep-2013	N/A	N/A
US	62/048,795	10-Sep-2014	N/A	N/A
US	14/491,592	19-Sep-2014	N/A	N/A
PCT	PCT/US2014/056578	19-Sep-2014	N/A	N/A
US	61/930,391	22-Jan-2014	N/A	N/A
US	61/937,313	07-Feb-2014	N/A	N/A
US	61/949,771	07-Mar-2014	N/A	N/A
US	61/950,775	10-Mar-2014	N/A	N/A
US	61/971,456	27-Mar-2014	N/A	N/A
US	61/977,591	09-Apr-2014	N/A	N/A
US	14/603,217	22-Jan-2015	N/A	N/A
PCT	PCT/US2015/012512	22-Jan-2015	N/A	N/A
US	<del>62/048,791</del>	10-Sep-2014	N/A	N/A


<b>e-Nicotine Technology Patents &amp; Applications</b>				
<b>Country</b>	<b>Application No.</b>	<b>App. Date</b>	<b>Patent No.</b>	<b>Patent Date</b>
US	62/106,679	22-Jan-2015	N/A	N/A
US	62/153,463	27-Apr-2015	N/A	N/A
US	62/192,377	14-Jul-2015	N/A	N/A

N/A = not available

This Deed has been signed on behalf of the parties by their duly authorised representatives on the date which appears first on page 1.

EXECUTED as a deed by **FONTEM HOLDINGS 1 B.V.** )  
acting by BART AUERS , an authorised signatory )  
in the presence of: )

  
.....  
Authorised signatory

Witness's signature: 

Name: VACLAV BORKOVEC

Address: HOLLANDISCHE REIHE 50, 22765 HAMBURG (DE)

Executed as a deed by **E-NICOTINE TECHNOLOGY, INC.** )  
acting by \_\_\_\_\_ , a director )  
in the presence of: )

.....  
Director

Witness's signature:

Name:

Address:



This Deed has been signed on behalf of the parties by their duly authorised representatives on the date which appears first on page 1.

EXECUTED as a deed by FONTEM HOLDINGS I B.V. )  
acting by \_\_\_\_\_, an authorised signatory )  
in the presence of \_\_\_\_\_ ) Authorised signatory

Witness's signature:

Name:

Address:

Executed as a deed by E-NICOTINE TECHNOLOGY, INC. )  
acting by Jeffrey Williams a director )  
in the presence of \_\_\_\_\_ ) Director

Witness's signature: 

Name:

Address:   
3871 S. 240 W. Washington UT  
84780

[Deed of Assignment Signature Page]