

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5676151

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ANDREW STEWART	08/07/2019
COLIN TOLLS	08/07/2019
YAN VERMETTE	08/07/2019
RECEIVING PARTY DATA	
Name:	CANOPY GROWTH CORPORATION
Street Address:	1 HERSHEY DRIVE
City:	SMITHS FALLS, ONTARIO
State/Country:	CANADA
Postal Code:	K7A 0A8
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29700468
CORRESPONDENCE DATA	
Fax Number:	(816)691-3495
<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:	816-842-8600
Email:	lora.gurley@stinson.com
Correspondent Name:	PATENT GROUP, STINSON LLP
Address Line 1:	1201 WALNUT STREET, SUITE 2900
Address Line 4:	KANSAS CITY, MISSOURI 64106-2150
ATTORNEY DOCKET NUMBER:	3504219.0082
NAME OF SUBMITTER:	LORA GURLEY
SIGNATURE:	/loragurley/
DATE SIGNED:	08/20/2019
Total Attachments: 7	
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PATENT

REEL: 050097 FRAME: 0166

ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Agreement") is entered into by and between ANDREW STEWART, an individual having an address of 21 Andrea Crescent, Ottawa, Ontario, Canada K2J 1G8, COLIN TOLLS, an individual having an address of 2045 Carling Avenue, Apt. 1121, Ottawa, Ontario K2A 1G5 Canada, and YAN VERMETTE, an individual having an address of 316 Statewood Drive, Ottawa, Ontario K2K 0A9 (collectively, the "Assignors") and CANOPY GROWTH CORPORATION, a Canada corporation having a principal place of business at 1 Hershey Drive, Smiths Falls, Ontario, Canada K7A 0A8 (the "Assignee").

Assignors are the inventors named on United States Design Patent Application Serial No. 29/700,468 filed on August 2, 2019 and titled VAPE DEVICE (the "Patent Application"). Assignors are willing to assign all of their rights in the Patent Application (and other rights as more fully set forth below) to Assignee.

Accordingly, in consideration of the sum of One Dollar (\$1.00), the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment**

Assignors hereby assign, transfer, and convey to Assignee, the Assignors' entire right, title and interest in and to:

- (a) the invention disclosed or claimed, in whole or in part, in the Patent Application (the "Invention");
- (b) all patents and patent applications that have been or may later be filed that are based on the Invention in any country, including the Patent Application and any provisional, non-provisional, divisional, continuation, continuation-in-part, extension, renewal, re-examination, reissue, substitute, supplementary protection certificate, utility model, or similar legal protection based on the Invention (collectively, the "Patents");
- (c) the right to claim priority to any of the Patents under the patent laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or laws of the country in which the Patents are filed, as may be applicable; and
- (d) all rights of action, powers, and benefits arising from ownership of the Patents, including the right to sue for past, present, and future infringement of the Patents, the right to collect royalties, fees, damages, and payments now or later due or payable with respect to the Patents, the right to seek injunctive relief based on the Patents, and the right to pursue all causes of action and all enforcement rights relating to the Patents, whether known or unknown, currently pending or otherwise.

The rights assigned in (a)-(d) above are referred to collectively in this Agreement as the "Assigned Rights." The assignment of the Assigned Rights is effective as of the earliest claimed priority date of any patent or patent application included in the Patents.

Assignors hereby authorize and request the Director of the United States Patent and Trademark Office, and any corresponding entity, agency, or official of any other country whose duty it is to issue patents or similar legal protection, to issue the Patents to Assignee such that the Patents will be held by Assignee for its own use and benefit, for the full term for which the Patents are or may be granted.

2. Further Assurances

Upon the reasonable request of Assignee, Assignors will execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement. Without limiting the generality of the foregoing, Assignors will execute any and all assignments and other documents that may be needed to record, vest, or perfect Assignee's right, title, and interest in and to the Assigned Rights as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment had not been made. Assignors will also execute any and all declarations, oaths, specifications and other documents requested by Assignee in connection with prosecution of the Patents. Assignors will cooperate with and assist Assignee with respect to the prosecution of the Patents, including communication to Assignee of any facts known to Assignors relating to the Invention or any prior art that may be material to patentability of the Invention. If any of the Patents become involved in an interference, derivation proceeding, re-examination, reissue, opposition, supplemental examination, *inter partes* review, post grant review, validity, or infringement proceeding, Assignors will cooperate with and assist Assignee in relation to the proceeding for the benefit of Assignee at Assignee's expense.

3. Representations, Warranties and Covenants

Assignors hereby represent, warrant and covenant to Assignee that:

- (a) Assignors have the full right and power to enter into and perform their obligations under this Agreement without being in breach of any obligations owed by Assignors to any third party;
- (b) The Assigned Rights are free and clear of any agreement, lien, charge, encumbrance, or other claim or right, either written, oral, or implied, that could reasonably impair, interfere or conflict with the rights assigned to Assignee in this Agreement; and
- (c) Assignors have not assigned, transferred, or otherwise conveyed and will not assign, transfer, or otherwise convey to any third party any right or license under or with respect to the Assigned Rights.

4. Binding Agreement

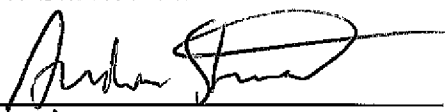
The provisions of this Agreement are binding upon, and will inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

5. Counterparts

This Agreement may be executed in counterparts, each of which will be deemed an original and all of which taken together will constitute one and the same document.

[signature pages follow]

ANDREW STEWART

By: 

Date: Aug 7, 2019

WITNESSED BY:

By: 

Printed Name: Steven Penney

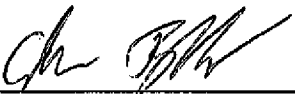
Date: Aug 8, 2019

By: 

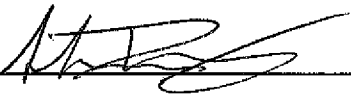
Printed Name: Brad Scarpa


Date: Aug 7 2019

COLIN TOLLS


By: 
Date: Aug 7 2019

WITNESSED BY:

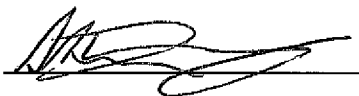
By: 
Printed Name: Steven Penney
Date: Aug 8, 2019


By: 
Printed Name: Bal Sarda
Date: Aug 7 2019

YAN VERMETTE

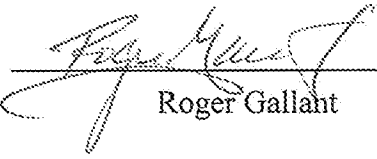
By: 
Date: August 7, 2019

WITNESSED BY:

By: 
Printed Name: Steven Penney
Date: Aug 7, 2019

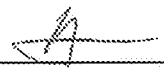
By: 
Printed Name: Bob Soorp
Date: Aug 7 2019

CANOPY GROWTH CORPORATION

By: 
Printed Name: Roger Gallant
Title: Senior Patent Counsel

Date: Aug 19, 2019

WITNESSED BY:

By: 
Printed Name: Kathy Clarke
Date: Aug 19 2019

By: _____
Printed Name: _____
Date: _____