505738847 10/24/2019

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 EPAS ID: PAT5785661

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

CONVEYING PARTY DATA

Name	Execution Date
DAVID CARLBERG	10/09/2019
TIMOTHY MCFARLAND	10/09/2019
ALEXANDER WEISS	10/09/2019
DEVIN SPRATT	10/09/2019

RECEIVING PARTY DATA

Name:	PAX LABS, INC.	
Street Address: 660 ALABAMA STREET, SECOND FLOOR		
City:	SAN FRANCISCO	
State/Country: CALIFORNIA		
Postal Code:	94110	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	29687538

CORRESPONDENCE DATA

Fax Number: (617)542-2241

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: 6175426000

Email: IPDocketingBOS@mintz.com

MINTZ LEVIN **Correspondent Name:**

Address Line 1: ONE FINANCIAL CENTER

Address Line 4: BOSTON, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER: 053087-128F01US NAME OF SUBMITTER: JOSHUA D. BERK **SIGNATURE:** /Joshua Berk/ **DATE SIGNED:** 10/24/2019

Total Attachments: 2

source=Assignment#page1.tif source=Assignment#page2.tif

> **PATENT** REEL: 050812 FRAME: 0649 505738847

Docket No.: 53087-128F01US

ASSIGNMENT

We, David Carlberg, Timothy McFarland, Alexander Weiss, and Devin Spratt, the undersigned, herein each referred to as an ASSIGNOR, for good and valuable consideration, the receipt of which is hereby acknowledged, confirm that we have each sold and assigned, and do hereby assign, sell and transfer to PAX LABS, INC., with an office at 660 Alabama Street, Second Floor, San Francisco, California 94110, and to its successors, assigns and legal representatives, collectively hereinafter referred to as the ASSIGNEE: (1) our entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the non-provisional application for United States Letters Patent entitled:

VAPORIZER CARTRIDGE

electronically filed with the U.S. Patent and Trademark Office on April 12, 2019, and assigned Application No. 29/687,538, including any subsequently filed patent applications, which claim priority to Application No. 29/687,538, including any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefor; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in our names as the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title and interest in and to any Letters Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; and (4) 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 above inventions, discoveries and applications.

We hereby authorize and request the competent authorities to grant and to issue any and all such Letters Patent 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.

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

We further agree 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 said 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.

We hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

PATENT REEL: 050812 FRAME: 0650 Carlberg et al. Assignment Page 2 of 2

We further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to each 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 said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

ASSIGNOR	ľ	:
-----------------	---	---

Date: _	10/9/2019 5:33:27	PM EDT	David Carlberg David Carlberg
Date: _	10/9/2019 7:20:43	PM EDT	Timothy McFarland Timothy McFarland
Date: _	10/9/2019 6:28:47	PM EDT	Docusigned by: Alexander Weiss Alexander Weiss
Date: _	10/9/2019 6:43:00	PM EDT	Devin Spratt Devin Spratt

AGREEMENT OF ASSIGNEE:

ASSIGNEE hereby agrees to the terms above and accepts the transfer.

10/22/2019 2:44:42 PM EDT			Troy Grabow Associate General Counsel, IP & Product
	Date:	10/22/2019 2:44:42 PM EDT	} [

86898994v.1

PATENT REEL: 050812 FRAME: 0651

Docket No.: 53087-128F01US