505894754 01/31/2020

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
ADAM BOWEN	07/19/2016
CHENYUE XING	07/19/2016

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	16585382

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.

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Email: IPDocketingBOS@mintz.com, AOlivos@mintz.com

Correspondent Name: MINTZ LEVIN

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ATTORNEY DOCKET NUMBER:	62210-535C01US	
NAME OF SUBMITTER:	JEFFERY C. GIERING	
SIGNATURE:	/Jeffery C. Giering/	
DATE SIGNED:	01/31/2020	

Total Attachments: 4

source=062210-535N01US Assignment - Inventors to PAX#page1.tif source=062210-535N01US Assignment - Inventors to PAX#page2.tif source=062210-535N01US Assignment - Inventors to PAX#page3.tif source=062210-535N01US Assignment - Inventors to PAX#page4.tif

PATENT REEL: 051689 FRAME: 0880 505894754

SG Docket No.:

13211-725.US1

This Assignment of Patent Application is between:

Adam BOWEN of San Francisco, CA; and Chenyue XING of San Francisco, CA,

(hereinafter referred to as "Inventor") and

PAX Labs, Inc., a corporation of the State of Delaware, having a place of business at 660 Alabama Street, Second Floor, San Francisco, CA, 94110, (hereinafter referred to as "Assignee").

WHEREAS Inventor has invented certain new and useful improvements in:

"NICOTINE LIQUID FORMULATIONS FOR AEROSOL DEVICES AND METHODS THEREOF"

for which an application for a United States Patent was filed on June 2, 2016 and assigned Application No. 15/101,303.

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest of each inventor in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

- 1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention: (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.
- 2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of the said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal

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proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contest, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, his heirs, legal representatives and assigns.
- 4. Said Inventor hereby warrants and represents that he has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventor has executed and delivered this instrument to said Assignee:

July 19, 2016	Ch MV2
Date	Adam BOWEN
Date	Chenyue XING

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Date Adam BOWEN

07/19/2016
Chenyue XING

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