

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6010310

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
KYLE LAIDLAW	01/22/2020
JOHAN LIDEN	02/25/2020
BACH NGUYEN	01/27/2020
DANVU NGUYEN	01/27/2020
BRETT TOM	01/27/2020
RECEIVING PARTY DATA	
Name:	ARULIDEN LLC
Street Address:	30 W 24TH STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	29716973
Application Number:	29717041
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:	9133023239
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:	3504219.0087/0089
NAME OF SUBMITTER:	LORA GURLEY
SIGNATURE:	/loragurley/
DATE SIGNED:	03/12/2020
Total Attachments: 10	

source=1 Assignment 3504219.0087 .0089#page1.tif
source=1 Assignment 3504219.0087 .0089#page2.tif
source=1 Assignment 3504219.0087 .0089#page3.tif
source=1 Assignment 3504219.0087 .0089#page4.tif
source=1 Assignment 3504219.0087 .0089#page5.tif
source=1 Assignment 3504219.0087 .0089#page6.tif
source=1 Assignment 3504219.0087 .0089#page7.tif
source=1 Assignment 3504219.0087 .0089#page8.tif
source=1 Assignment 3504219.0087 .0089#page9.tif
source=1 Assignment 3504219.0087 .0089#page10.tif

ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Agreement") is entered into by and between KYLE LAIDLAW, an individual having an address of 14 Irving Ave., #12, Brooklyn, New York 11237; JOHAN LIDEN, an individual having an address of 192 Water Street, Apt. 2E, Brooklyn, New York 11201; BACH NGUYEN, an individual having an address of 56 Castro Street, San Francisco, California 94114; DANVU NGUYEN, an individual having an address of 1882 11th Ave., San Francisco, California 94112; and BRETT TOM, an individual having an address of 5958 Monterey Avenue, Richmond, California 94805 (collectively, the "Assignors") and ARULIDEN LLC, a New York corporation having a principal place of business at 30 W. 24th Street, New York, New York 10010 (the "Assignee").

Assignors are the inventors named on United States Design Patent Application Serial No. 29/716,973 filed on December 13, 2019 and titled VAPORIZER BASE; and United States Design Patent Application Serial No. 29/717,041 filed on December 13, 2019 and titled VAPORIZER CARTRIDGE (the "Patent Applications"). Assignors are obligated to assign their rights in the Patent Applications to Assignee by virtue of their employment or other contractual relationship with Assignee, and Assignors are willing to assign all of their rights in the Patent Applications (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 inventions disclosed or claimed, in whole or in part, in the Patent Applications (the "Inventions");
- (b) all patents and patent applications that have been or may later be filed that are based on the Inventions in any country, including the Patent Applications 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 Inventions (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 Inventions or any prior art that may be material to patentability of the Inventions. 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 ^{TO THE BEST OF OUR KNOWLEDGE} 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. Non-Disclosure Obligations

Assignors agree they will not disclose information relating to or disclosed in the Patent Applications, in whole or in part, to any third party without the prior written consent of Assignee. This obligation will continue until publication of the Patent Applications or any of the Patents.

6. 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]

California Notary Certificate – Acknowledgment **Civil Code §1189**

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

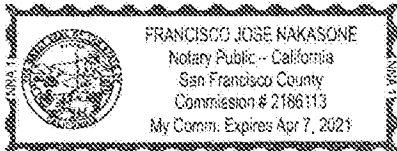
State of California
 County of San Francisco)

On 01/27/2020 before me, Francisco Jose Nakasone, Notary Public, personally
Date Name and Title of the Officer

appeared Bach NGUYEN, Danvu Nam NGUYEN and Brett Tobias TOM
Name(s) of Signer(s)

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
 WITNESS my hand and official seal.



Signature: [Handwritten Signature]
Signature of the Notary Public

----- Optional -----

Description of the Attached Document		Document Date : <u>01/27/2020</u>
Title or Type of Document: ASSIGNMENT AGREEMENT. First Named Inventor: Kyle Laidlaw. Attorney Docket Nos.: 3504219.0087 & 3504219.0089.		
Number of Pages: <u>9</u>		Signer(s) other than named above: No other signers present
Capacity(ies) Claimed by Signer(s)		
Signer's Name: _____	Signer's Name: _____	
<input type="checkbox"/> Corporate Officer – Title(s): _____	<input type="checkbox"/> Corporate Officer – Title(s): _____	
<input type="checkbox"/> Partner - <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner - <input type="checkbox"/> Limited <input type="checkbox"/> General	
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____	
Signer is Representing : _____	Signer is Representing : _____	

