506067285 05/19/2020

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6114000

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
FADES TO NOTHING, LLC	05/06/2020

# **RECEIVING PARTY DATA**

Name:	JUUL LABS, INC.
Street Address:	560 20TH STREET, BUILDING 104
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94107

# **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	29713291

## **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

Correspondent Name: MINTZ LEVIN

Address Line 1: ONE FINANCIAL CENTER

Address Line 4: BOSTON, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER:	062210-735F01US
NAME OF SUBMITTER:	JOSHUA D. BERK
SIGNATURE:	/Joshua Berk/
DATE SIGNED:	05/19/2020

## **Total Attachments: 3**

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PATENT 506067285 REEL: 052705 FRAME: 0035

#### ASSIGNMENT

We, Fades to Nothing, LLC, with an office at 1333 Ocean Avenue, Ste. D, Santa Monica CA 90401, hereinafter referred to as "ASSIGNOR," for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, confirm that pursuant to agreements between ASSIGNOR and JUUL Labs, Inc., with an office at 560 20th Street, Building 104, San Francisco, CA 94107, we intended to and have assigned, sold, transferred, and set over, and do hereby assign, sell, transfer, and set over unto JUUL Labs, Inc. and to its successors, assigns, and legal representatives, collectively hereinafter referred to as "ASSIGNEE":

- (1) ASSIGNOR's 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 any of the patent(s) and/or patent application(s) listed in the enclosed SCHEDULE (the "Patent(s)")\*, including: (a) any subsequently filed patent applications, which claim priority to any of the Patent(s), including any renewals, revivals, reissues, reexaminations, extensions, continuations, continuations-in-part, and divisions thereof, and any substitute applications therefor; (b) any and all forms of intellectual and industrial property protection derivable from any of the Patent(s) or any renewals, revivals, reissues, reexaminations, extensions, continuations, continuations-in-part, divisions, and substitute applications of any of the Patent(s), including, without limitation, patents, applications, utility models, inventor's certificates, and designs; and (c) the right to sue for past infringement and to collect for all past, present, and future damages;
- (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in ASSIGNOR's name as the ASSIGNEE, or its designee's election, on said 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 said inventions, discoveries, and applications.

ASSIGNOR hereby authorizes and requests 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 ASSIGNOR had this assignment, sale, and transfer not been made.

ASSIGNOR agrees, at any time, upon the request of the ASSIGNEE, to execute and to deliver to 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 renewals, revivals,

 $<sup>^</sup>st$  ASSIGNOR hereby authorizes the attorneys of record or the attorney recording this assignment to complete or correct any identifying information in the SCHEDULE, which may be necessary or desirable, in order to comply with the rules of the USPTO or any other competent authority for recordation of this document.

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reissues, reexaminations, extensions, continuations, continuations-in-part, and divisions thereof, and any substitute applications therefor.

ASSIGNOR further agrees 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.

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

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said inventions, discoveries, and applications, said letters patent, and legal equivalents as may be known and accessible to ASSIGNOR, ASSIGNOR will testify as to the same in any interference, litigation, or proceeding related thereto, and ASSIGNOR 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 inventions, discoveries, and applications, said letters patent, and said legal equivalents which may be necessary or desirable to carry out the purposes thereof.

<b>ASSIGNOR:</b>
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Date:	5/6/2020   1:19:58 PM PDT	Matthew J. Malone	
		Matthew J. Malone	
		Authorized Agent	
		Fades to Nothing, LLC	

# **AGREEMENT OF ASSIGNEE:**

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

Date:	5/6/2020   1:25:19 PM PDT	Wayne Sobon	
<u></u>	<del></del>	Wayne Sobon	-
		Vice President, Intellectual Property	
		JUJUL Labs. Inc.	

PacuSigned by

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**RECORDED: 05/19/2020** 

# SCHEDULE

Vaporizer Cartridge	United States	29/713,288	Nov 14, 2019	Pending
Component Of A Vaporizer Cartridge	United States	29/713,289	Nov 14, 2019	Pending
Vaporizer Device	United States	29/713,290	Nov 14, 2019	Pending
Vaporizer Device	United States	29/713,291	Nov 14, 2019	Pending
Vaporizer Device with Vaporizer Cartridge	United States	62/981,498	Feb 25, 2020	Pending
Vaporizer Device with Vaporizer Cartridge	United States	16/805,672	Feb 28, 2020	Pending
Vaporizer Device with Vaporizer Cartridge	PCT	PCT/US2020/020535	Feb 28, 2020	Pending
Vaporizer Device with Vaporizer Cartridge	Argentina	20200100560	Feb 28, 2020	Pending
Vaporizer Device with Vaporizer Cartridge	Taiwan	109106810	Mar 2, 2020	Pending
Vaporizer Device with Vaporizer Cartridge	Italy	102020000004210	Feb 28, 2020	Pending

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