

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
DAVID S. UTLEY	11/02/2017
ALLEN JAMESON	11/02/2017
JENNIFER MARLER	11/02/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CARROT, INC.
<b>Street Address:</b>	1600 SEAPORT BLVD, SUITE 150
<b>City:</b>	REDWOOD CITY
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94063
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	16890253
<b>CORRESPONDENCE DATA</b>	
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<b>ATTORNEY DOCKET NUMBER:</b>	CRRT-N-Z007.03-US
<b>NAME OF SUBMITTER:</b>	SANJAY S. BAGADE
<b>SIGNATURE:</b>	/Sanjay S. Bagade/
<b>DATE SIGNED:</b>	06/02/2020
<b>Total Attachments: 2</b>	
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**ASSIGNMENT  
JOINT**

THIS ASSIGNMENT, by David S. UTLEY, Allen JAMESON and Jennifer MARLER (hereinafter referred to as the assignors), residing at 3725 Jefferson Court, Redwood City, CA 94062, USA, ; 572 S. Taaffe St, Sunnyvale, CA 94086, USA, ; and 20 Crestmont Dr., Oakland, CA 94619, USA, respectively, witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements set forth in an application for Letters Patent of the United States entitled SYSTEMS AND METHODS FOR QUANTIFICATION OF, AND PREDICTION OF SMOKING BEHAVIOR bearing Application No. 15/729,529, filed October 10, 2017; and

WHEREAS, CARROT, INC., a corporation duly organized under and pursuant to the laws of Delaware and having its principal place of business at 1600 Seaport Blvd, Suite 150, Redwood City, CA 94063, USA, (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefore and thereon:

NOW, THEREFORE, for good and sufficient consideration, receipt of which is hereby acknowledged by assignors, said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to, and the right to claim priority to and for the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefore and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any

Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns. Such cost and expense shall include, but is not limited to, lost normal compensation of the respective assignors.

AND this Assignment is effective on no later than the day of the initial filing of the earliest of the patent applications listed herein. This Assignment shall be governed by and construed in accordance with the laws of the State of California and the federal law of the United States of America without reference to conflict of laws principles.

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

11-2-17 David S. Utley  
Date David S. UTLEY

11/2/17 Allen Jameson  
Date Allen JAMESON

11/2/2017 Jennifer Marler  
Date Jennifer MARLER

Signature on behalf of Assignee:

11/17/17 Daniel J. Balberz  
Date CARROT, INC.  
Name: DANIEL J. BALBERZ  
Title: CHIEF OPERATING OFFICER