

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6148902

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF UNDIVIDED 50% INTEREST

CONVEYING PARTY DATA

Name	Execution Date
BLUNT WRAP U.S.A., INC.	06/10/2020

RECEIVING PARTY DATA

Name:	NORTH ATLANTIC WRAP COMPANY LLC
Street Address:	5201 INTERCHANGE WAY
City:	LOUISVILLE
State/Country:	KENTUCKY
Postal Code:	40229

PROPERTY NUMBERS Total: 20

Property Type	Number
Patent Number:	10412990
Patent Number:	10292417
Patent Number:	10212966
Patent Number:	10212965
Patent Number:	10111460
Patent Number:	9961935
Patent Number:	9655381
Patent Number:	9826776
Patent Number:	9282767
Patent Number:	9282765
Patent Number:	9125435
Patent Number:	9113658
Patent Number:	8869803
Patent Number:	8393335
Patent Number:	8069861
Patent Number:	7987858
Application Number:	16172971
Application Number:	16416364
Application Number:	16284373
Application Number:	15972465

PATENT

CORRESPONDENCE DATA**Fax Number:** (212)530-5219

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: 2125305096**Email:** dcip@milbank.com**Correspondent Name:** MILBANK LLP**Address Line 1:** 55 HUDSON YARDS**Address Line 2:** ATTN: NATHANIEL T. BROWAND**Address Line 4:** NEW YORK, NEW YORK 10001-2163

NAME OF SUBMITTER:	NATHANIEL T. BROWAND
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SIGNATURE:	/Nathaniel T. Browand/
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DATE SIGNED:	06/11/2020
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Total Attachments: 6

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ASSIGNMENT OF PATENTS

This Assignment of Patents (“**Assignment**”), effective as of June 10, 2020, is entered by and between **BLUNT WRAP U.S.A., INC.**, a Louisiana, U.S.A. corporation, whose registered office is at 400 Poydras St., Suite 3100, New Orleans, LA 70130 (“**Assignor**”), and **NORTH ATLANTIC WRAP COMPANY LLC**, a Delaware, U.S.A. limited liability company, whose registered office is at 5201 Interchange Way, Louisville, KY 40229 (the “**Assignee**”). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Master Transaction Agreement (defined below).

WHEREAS, Assignor and Assignee are parties to that certain Master Transaction Agreement, executed concurrently herewith and dated the same date hereof (the “**Master Transaction Agreement**”); and

NOW THEREFORE, intending to be legally bound hereby and for good and valuable consideration set forth in the Master Transaction Agreement, the sufficiency and receipt of which is acknowledged by Assignor, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby irrevocably sells, conveys, transfers, assigns and delivers to Assignee an unencumbered and equal (50%) undivided co-ownership interest in all of Assignor’s right, title, and interest in and to the following: (i) the patents and patent applications set forth in the attached Schedule A (the “**Patents**”); (ii) all patents and patent applications claiming priority of at least one of the Patents, including without limitation divisions, continuations, continuations-in-part, reissues, re-examinations thereof, and any foreign or international equivalent of any of the foregoing (collectively “**Continuations**”); (iii) the right to sue and recover for infringement of any of the Patents and/or Continuations but restricted to infringement occurring on or after the date of this Assignment, subject to the terms and conditions of the Master Transaction Agreement, and (iv) the right to secure issuance or registration of any of the Patents and/or Continuations, subject to the terms and conditions of the Master Transaction Agreement.

2. Recordation. Assignor authorizes and requests that the United States Patent and Trademark Office, and any other similar intellectual property rights granting organization in any worldwide jurisdiction, record this Assignment to the benefit of Assignee.

3. Governing Law. This Assignment will be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule that would cause the application of the Laws of any other jurisdiction.

4. Signatory Competency. The parties each hereby represent and warrant that each signatory hereto on such party’s behalf is fully authorized and competent to bind such party by the terms of this Assignment and does so with the express authorization of the relevant party.

5. Counterparts. This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Assignment by facsimile transmission or other electronic communication (including “.pdf” or

“.tif” files) shall be as effective as delivery of a manually signed counterpart of this Assignment. If any notarization, apostille, legalization, or other formalities are required under any foreign jurisdiction regarding this Assignment, the parties agree to cooperate to obtain same.

6. Irrevocability. For the avoidance of doubt, the parties intend and agree that this Assignment is irrevocable. This paragraph does not limit Assignee’s ability to alienate, assign, convey or transfer Assignee’s interest in the Patents, or any right to Assignee’s interest in the Patents, in any way.

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IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment as of the date first set forth above.

BLUNT WRAP U.S.A., INC.,
the Assignor

By: 

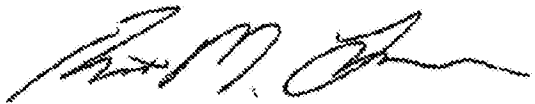
Name: Daniel S. Sinclair, Jr.

Title: President

Date: June 10, 2020

[Signature Page to Patent Assignment Agreement (BWUSA)]

NORTH ATLANTIC WRAP COMPANY LLC,
the Assignee

By: 
Name: Robert Lavan

Title: CFO

Date: June 10, 2020

SCHEDULE A

PATENTS

BWUSA PATENTS

1. U.S. Pat. No. 10,412,990 for a “Cone with Tobacco Plug Filter” (Sinclair, Jr. September 17, 2019)
2. U.S. Pat. No. 10,292,417 for a “Smoking article and method” (Sinclair, Jr. May 21, 2019)
3. U.S. Pat. No. 10,212,966 for a “Smoking Article and Method” (Sinclair, Jr. February 26, 2019)
4. U.S. Pat. No. 10,212,965 for a “Nested packaged cones with supporting shape inserts packaged in a pouch” (Sinclair, Jr. February 26, 2019)
5. U.S. Pat. No. 10,111,460 for a “Method and Apparatus for Custom Rolling a Smokable Product” (Tully December 22, 2016)
6. U.S. Pat. No. 9,961,935 for a “Smoking Product and Method of Making” (Sinclair, Jr. May 8, 2018)
7. U.S. Pat. No. 9,655,381 for a “Method and Apparatus for Preparing a Finished Tobacco Product Including Special Form Casings and Sheet Configurations” (Sinclair, Jr. May 23, 2017)
8. U.S. Pat. No. 9,826,776 for a “Smoking article and method” (Sinclair November 28, 2017)
9. U.S. Pat. No. 9,282,767 for a “Smoking article and method” (Sinclair, Jr. March 15, 2016)
10. U.S. Pat. No. 9,282,765 for a “Smoking article and method” (Sinclair, Jr. March 15, 2016)
11. U.S. Pat. No. 9,125,435 for a “Smoking article and method” (Sinclair, Jr. September 8, 2015)
12. U.S. Pat. No. 9,113,658 for a “Smoking Product and Method of Making” (Sinclair, Jr. August 25, 2015)
13. U.S. Pat. No. 8,869,803 for a “Method and apparatus for preparing a finished tobacco product including special form casings and sheet configurations” (Sinclair, Jr. October 28, 2014)

14. U.S. Pat. No. 8,393,335 for a “Smoking article and method” (Sinclair, Jr. March 12, 2013)
15. U.S. Patent No. 8,069,861 for a “Method and apparatus for preparing a finished tobacco product including special form casings and sheet configurations” (Sinclair, Jr. December 6, 2011)
16. U.S. Pat. No. 7,987,858 for a “Method of making a tobacco product” (Sinclair, Jr. August 2, 2011)

BWUSA PATENT APPLICATIONS

17. U.S. Pat. App. No. 16/172,971 for a “Method and apparatus for custom rolling a smokable product” (Tully October 29, 2018)
18. U.S. Pat. App. No. 16/416,364 for a “SMOKING ARTICLE AND METHOD” (Sinclair, Jr. May 20, 2019)
19. U.S. Pat. App. No. 16/284,373 for a “Smoking Article and Method” (Sinclair, Jr. February 25, 2019)
20. U.S. Pat. App. No. 15/972,465 for a “Smoking Article and Method of Making” (Sinclair, Jr. September 4, 2018)