

PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
NEXT GENERATION LABS, LLC	09/28/2020
RECEIVING PARTY DATA	
Name:	KAIVAL BRANDS INNOVATIONS GROUP, INC.
Street Address:	401 N. WICKHAM ROAD
Internal Address:	SUITE 130
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State/Country:	FLORIDA
Postal Code:	32935
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	62273296
Patent Number:	10610526
CORRESPONDENCE DATA	
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NAME OF SUBMITTER:	BRENDAN CLARK
SIGNATURE:	/Brendan Clark/
DATE SIGNED:	10/19/2020
Total Attachments: 4	
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source=112197555555_Assignment_filedOct192020#page2.tif	
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Exhibit "A"
Patent (and related applications)

United States Patent Number 10,610,526 B2
United States Provisional Patent Application Number 62/273,296
Patent Cooperation Treaty Application PCT/US16/69593
Australian Patent Application Number 2016381372
Canadian Patent Application Number 3048820
China Patent Application Number 201680082978.4
European Patent Application Number 2016882784/16882784.8
India Patent Application Number 201827028431
Japan Patent Application Number 2018553850
Republic of Korea Patent Application Number 1020187021876

Exhibit B

Assignment of Patent Rights

This Assignment of Patent Rights (the "Assignment") is executed, acknowledged and delivered by NEXT GENERATION LABS, LLC, a California limited liability company, with an address of 8505 Commerce Avenue, San Diego, California 92121 ("Assignor"), in accordance with, and pursuant to the terms and conditions of the Patent Contribution Agreement dated September 28, 2020, (the "Agreement") between Assignor, and KAIVAL BRANDS INNOVATIONS GROUP, INC., a Delaware corporation, with an address of 401 N. Wickham Road, Suite 130, Melbourne, Florida 32935 ("Assignee"). Capitalized terms used herein and not expressly defined will have the meaning ascribed to such terms in the Agreement.

"Patents" means the patent applications and patents listed on Exhibit A of the Agreement, attached hereto and made a part hereof, and any reissues, reexaminations, extensions, and registrations thereof, including, without limitation, certifications of invention and utility models.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees to and does hereby irrevocably sell, assign, transfer and convey unto said Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest (i) in and to the Patents, the same to be held and enjoyed by said Assignee for its own use, and for the use of its successors, assigns, or other legal representatives to the end of the term or terms for which said Patents may be granted as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; (ii) in and to causes of action and enforcement rights for the Patents, including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Patents; and (iii) to apply in any and all countries for patents, certificates of invention or other governmental grants for the Patents. Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Patents in the name of Assignee, as the assignee to the entire interest therein.

Notwithstanding anything to the contrary herein, Assignor is executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Agreement. In the event of any conflict between the terms of this Assignment and those of the Agreement, the terms of the Agreement will be controlling.

This Assignment will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

This Assignment will be governed by, and construed in accordance with, the laws of the United States in respect to patent issues and in all other respects by the laws of the State of Ohio, without giving effect to the conflict of laws rules thereof.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by their duly authorized representatives.

Assignor:

**NEXT GENERATION LABS, LLC, a
California limited liability company**

By: *Vincent Schuman*

Print Name: VINCENT SCHUMAN

Title: CEO

WITNESSED BY:



Name: _____

NIRAJKUMAR PATEL

Assignee:

**KAIVAL BRANDS INNOVATIONS
GROUP, INC., a Delaware corporation**

By: _____

Name: Eric Mosser

Title: Chief Operating Officer

SCHEDULE 4.6