

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6525829

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|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| CHARLES JACOB NOVAK III | 11/11/2019 |
| SEAN A. DAUGHERTY | 11/11/2019 |
| MICHAEL RYAN GALLOWAY | 11/11/2019 |
| JASON L. WOOD | 11/11/2019 |
| MARK FRISBEE | 08/20/2020 |
| WILSON CHRISTOPHER LAMB | 07/21/2020 |
| RAYMOND CHARLES HENRY JR. | 02/01/2021 |
| NADI FINDIKLI | 01/26/2021 |
| RECEIVING PARTY DATA | |
| Name: | RAI STRATEGIC HOLDINGS, INC. |
| Street Address: | 401 NORTH MAIN STREET |
| City: | WINSTON-SALEM |
| State/Country: | NORTH CAROLINA |
| Postal Code: | 27101 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 16668929 |
| CORRESPONDENCE DATA | |
| Fax Number: | |
| <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: | 404-872-7000 |
| Email: | makayla.newman@wbd-us.com |
| Correspondent Name: | WOMBLE BOND DICKINSON (US) LLP |
| Address Line 1: | ATTN: IP DOCKETING |
| Address Line 2: | P.O. BOX 7037 |
| Address Line 4: | ATLANTA, GEORGIA 30357-0037 |
| ATTORNEY DOCKET NUMBER: | R60999 13840US.4 (2899.7) |
| NAME OF SUBMITTER: | MAKAYLA NEWMAN |
| SIGNATURE: | /Makayla Newman/ |

PATENT

| | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|
| DATE SIGNED: | 02/01/2021 |
| | This document serves as an Oath/Declaration (37 CFR 1.63). |
| Total Attachments: 10 source=R13840-Assignment#page1.tif source=R13840-Assignment#page2.tif source=R13840-Assignment#page3.tif source=R13840-Assignment#page4.tif source=R13840-Assignment#page5.tif source=R13840-Assignment#page6.tif source=R13840-Assignment#page7.tif source=R13840-Assignment#page8.tif source=R13840-Assignment#page9.tif source=R13840-Assignment#page10.tif | |

**COMBINED WORLDWIDE INVENTION ASSIGNMENT AND
U.S. DECLARATION (37 CFR 1.63)**

WHEREAS, the undersigned (hereinafter collectively referred to as "Assignor") has or may have invented certain inventions and improvements disclosed in the United States patent application entitled "**TEMPERATURE CONTROL IN AN AEROSOL DELIVERY DEVICE**" and designated as

- Application No. 16/668,929; filed October 30, 2019
- Application claims priority from Application No. 62/911,595, filed October 7, 2019, and Application No. 62/769,296, filed November 19, 2018, all applications listed above being hereinafter referred to as the "Application(s)";

WHEREAS, it is agreed that

RAI Strategic Holdings, Inc.
401 North Main Street
Winston-Salem, NC 27101

(hereinafter referred to as "Assignee"), is entitled to or is desirous of acquiring all right, title and interest related to the same;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, by these presents, does sell, assign, and transfer unto Assignee the full, exclusive and entire right, title and interest, worldwide: (i) in and to all inventions and improvements disclosed and described in the Application(s); (ii) in and to said Application(s) and any other United States national stage, provisional, non-provisional, divisional, continuation, continuation-in-part, or design patent applications based in whole or in part upon said inventions or improvements and/or claiming priority to said Application(s) (the "U.S. Applications"); (iii) in and to any Patent Cooperation Treaty applications based in whole or in part upon said inventions or improvements and/or claiming priority to said Application(s); (iv) in and to any and all applications for industrial property protection, including without limitation applications for patent, utility model, inventor's certificate, and design, filed or which are hereafter filed in countries outside the United States (the "Foreign Applications") and which

describe in whole or in part said inventions and improvements, said Foreign Applications to be filed and issued in the name of Assignee or its designee insofar as permitted by applicable law; (v) in and to all patents or similar protective rights in the United States or elsewhere which may be granted on the U.S. Applications and Foreign Applications and all reissues, reexaminations, and extensions thereof, any and all such patents or other protective rights to issue in the name of Assignee and for the sole use and behoof of Assignee and its successors and assigns; and (vi) in and to the right to claim any applicable foreign or domestic priority rights arising from or required for any of the aforementioned applications under the terms of any applicable conventions, treaties, statutes, or regulations.

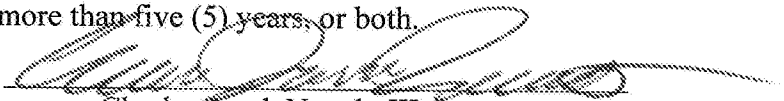
AND, for the same consideration, Assignor agrees to (i) communicate to Assignee, its successors, legal representatives, and assigns, any facts known to Assignor respecting said inventions and improvements or the history thereof and any and all documents, photographs, models, samples or other physical exhibits which may embody said inventions or improvements; (ii) sign or execute all lawful papers, applications, declarations, affidavits, assignments, and rightful oaths that may be requested by Assignee during prosecution or enforcement of any rights related to the inventions and improvements; (iii) testify in any proceedings relating to said inventions or improvements or rights granted therefor; and (iv) generally do everything possible to aid Assignee and its successors, legal representatives and assigns, to obtain and enforce proper protection for all said inventions and improvements in all countries throughout the world.

Assignor covenants with Assignee, its successors, legal representatives, and assigns, that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned. Assignor further agrees that Assignee, its successors, legal representatives, and assigns, may insert into this Assignment any further text necessary or desirable to define the Applications to which the Assignment pertains for purposes of recordation, and also agrees that the Assignment is effective at least as early as November 19, 2018, the earliest priority date of the Application(s).

U.S. DECLARATION: Assignor intends for this Assignment to serve as a U.S. declaration under 37 CFR 1.63(e)(1). Accordingly, with respect to the U.S. Applications identified herein, each undersigned inventor hereby declares that: (1) the above-identified application was made or authorized to be made by me; (2) I believe that I am the original inventor or an original joint inventor of a claimed invention in the application; and (3) I hereby

acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

November 11, 2019
Date


Charles Jacob Novak, III

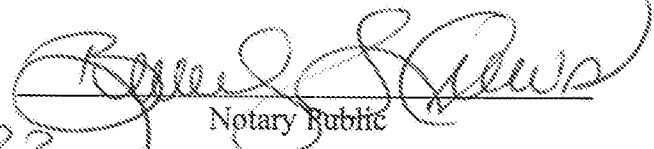
State of North Carolina

County of Forsyth

I, Beverly S Crews, a Notary Public for said County and State, do hereby certify that Charles Jacob Novak, III, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 11 day of November, 2019.

(Official Seal)


Notary Public

My commission expires 1/28/2023

Beverly S. Crews
Notary Public
Forsyth County
North Carolina
My Commission Expires January 28, 2023

11/11/2019

Date

Sean A. Daugherty
Sean A. Daugherty

State of North Carolina

County of Forsyth

I, Beverly S. Crews a Notary Public for said County and State, do hereby certify that Sean A. Daugherty personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 11 day of November, 2019.

(Official Seal)

Beverly S. Crews
Notary Public

My commission expires 1/28/2023

Beverly S. Crews
Notary Public
Forsyth County
North Carolina
My Commission Expires January 28, 2023

11-11-19
Date

Michael Ryan Galloway
Michael Ryan Galloway

State of North Carolina

County of Forsyth

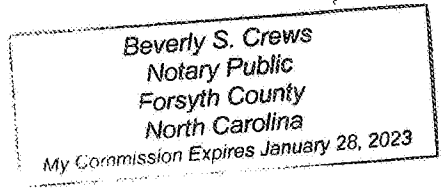
I, Beverly S. Crews, a Notary Public for said County and State, do hereby certify that Michael Ryan Galloway, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 11 day of November, 2019.

(Official Seal)

Beverly S. Crews
Notary Public

My commission expires 1/28/2023



11/11/2019
Date

Jason L. Wood
Jason L. Wood

State of North Carolina

County of Forsyth

I, Beverly S. Crews a Notary Public for said County and State, do hereby certify that Jason L. Wood, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 11 day of November 2019.

(Official Seal)

Beverly S. Crews
Notary Public

My commission expires 1/28/2023

Beverly S. Crews
Notary Public
Forsyth County
North Carolina
My Commission Expires January 28, 2023

08/20/2020
Date


Mark Frisbee

WITNESSES:


(Signature of Witness)

Christy Frisbee
(Typed Name of Witness)

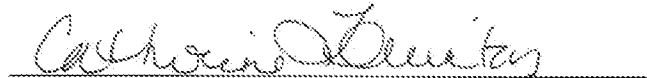

(Signature of Witness)

Misty Deyo
(Typed Name of Witness)

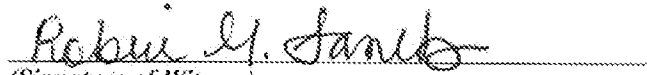
7/21/2020
Date


Wilson Christopher Lamb

WITNESSES:


(Signature of Witness)

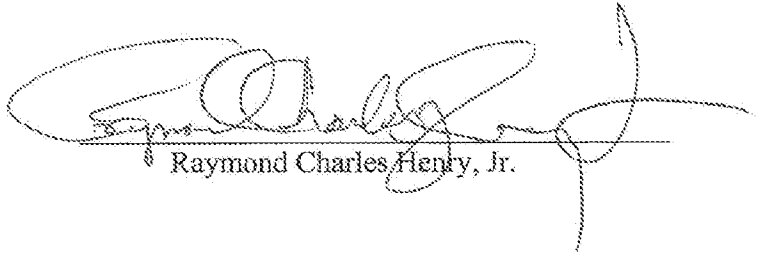
Catherine L. Quintas
(Typed Name of Witness)


(Signature of Witness)

Robin M. Lamb
(Typed Name of Witness)

FEB 1, 2021

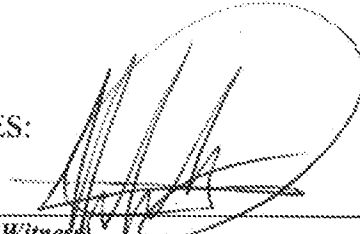
Date



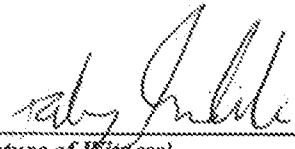
Raymond Charles Henry, Jr.

1/26/2021
Date

Nadi Findikli
Nadi Findikli

WITNESSES:

(Signature of Witness)

CARMEN N. ROQUES
(Typed Name of Witness)


(Signature of Witness)

Talya I. Findikli
(Typed Name of Witness)

WHD (US) 47838820v1