

## 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>
NATIONAL RESEARCH COUNCIL OF CANADA	12/22/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	22ND CENTURY LIMITED, LLC
<b>Street Address:</b>	8560 MAIN STREET, SUITE 4
<b>City:</b>	WILLIAMSVILLE
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	14221
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15242129
<b>Application Number:</b>	16877401
<b>Application Number:</b>	16054711
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<b>ATTORNEY DOCKET NUMBER:</b>	045952-0629
<b>NAME OF SUBMITTER:</b>	MICHELE M. SIMKIN
<b>SIGNATURE:</b>	/Michele M. Simkin/
<b>DATE SIGNED:</b>	03/19/2021
<b>Total Attachments: 4</b>	
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## **PATENT ASSIGNMENT**

WHEREAS, NATIONAL RESEARCH COUNCIL OF CANADA ("Seller"), an agency of the Government of Canada having a place of business at 1200 Montreal Road, Ottawa, Ontario K1A 0R6, Canada, is the sole and exclusive owner of the entire right, title and interest in and to the patents and patent applications listed on Schedule A attached hereto (the "Patent Property"); and

WHEREAS, 22ND CENTURY LIMITED, LLC ("Buyer"), a Delaware limited liability company, having a place of business at 9530 Main Street, Clarence, New York 14031, United States of America, is desirous of acquiring all right, title and interest in and to the Patent Property and any and all applications and patents claiming priority therefrom;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration to it in hand paid, the receipt and sufficiency of which is hereby acknowledged, Seller does hereby irrevocably assign, sell, transfer, convey and set over to Buyer, free and clear of all third party liabilities, liens, encumbrances, claims, security interests, licenses and any other restrictions or obligations, the full and exclusive right, title and interest in and to (i) the Patent Property, (ii) any and all inventions described in any Patent Property and all patent applications relating thereto which have been or shall be filed in the United States, its territorial possessions and/or any foreign countries, (iii) any and all applications claiming the benefit of the filing date or claiming priority, directly or indirectly, from any of foregoing, including without limitation any and all divisional applications, continuation applications, continuation-in-part applications, reissue applications, reexaminations, and corresponding international, regional, national and other foreign applications, (iv) any and all rights, including without limitation all priority rights, under any international conventions, unions, agreements, acts and treaties, including without limitation all future conventions, unions, agreements, acts and treaties, (v) any and all patents issuing or reissuing, directly or indirectly, from any of the foregoing, and (vi) any and all claims for damages or injunctive relief by reason of infringement of any of the foregoing, with the right to sue for past infringement and to collect damages for the same for its own use and benefit and for the use and benefit of its successors, assigns and other legal representatives (all of the foregoing hereafter referred to collectively as the "Subject Property").

AND Seller hereby confirms and acknowledges that Buyer shall have sole and absolute discretion with respect to filing, prosecution, maintaining and enforcement of the Subject Property.

AND Seller shall promptly transfer to Buyer all files related to the Subject Property.

AND Seller does hereby authorize and requests that patents issued from any of the foregoing patent applications be issued to Buyer, as the assignee of the entire right, title and interest thereto.

AND Seller does hereby agree to execute, upon request of Buyer and at Buyer's expense, any and all documents that Buyer deems necessary or convenient to vest or record title in and to any of the Subject Property in Buyer, and to provide such other material, information or assistance related to the Subject Property as Buyer may deem necessary or convenient.

IN WITNESS WHEREOF, Seller and Buyer have caused their duly authorized representative to execute this Patent Assignment as of the 22nd day of December, 2014.

Seller

NATIONAL RESEARCH COUNCIL OF CANADA

By: 

Name: John R. McDougall

Title: President

Witness:



Name: Suzanne Nicholas

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1200 Montreal Rd, Aptg M-58  
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Witness:



Name: Helene Collins

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Ottawa, ON, K1A 0R6

Buyer

22ND CENTURY LIMITED, LLC

By: Henry Signano  
Name: HENRY SIGIGNANO, III  
Title: MANAGER & PRESIDENT

STATE OF NEW YORK     )  
                                      ) SS:  
COUNTY OF ERIE         )

On this 22<sup>nd</sup> day of December, 2014, before me, the subscriber, personally appeared, Henry Signano III, to me known and known to me to be the person described in the foregoing instrument, who executed the same in my presence, and he acknowledged to me that he executed the same for the purposes therein mentioned.

Notarial Seal

CARLA M. CONTI  
Notary Public, State of New York  
Qualified in Erie County  
Reg. No. 01CO6087022  
My Commission Expires Feb. 10, 2015

[Signature]  
Notary Public

Doc #01-2824521.2

PATENT  
REEL: 055657 FRAME: 0891

**SCHEDULE A****Patent Applications**

Title	Application Number	Country	Status	Application Date
Nucleic Acid Encoding N-Methylputrescine Oxidase And Uses Thereof	60/901,654	US	Inactive	2/16/2007
	60/814,542	US	Inactive	6/19/2006
	PCT/IB2007/003550	P.C.T.	Inactive	6/19/2007
	2,656,430	Canada	Granted	6/19/2007
	2,853,387	Canada	Pending	6/19/2007
	200780030894.7	China	Pending	6/19/2007
	07825700.3	Europe	Inactive	6/19/2007
	12/305,483	US	Granted	6/19/2007
	13/774,933	US	Pending	2/22/2013
	13/774,902	US	Pending	2/22/2013
Nucleic Acid Sequences Encoding Transcription Factors Regulating Alkaloid Biosynthesis And Their Use In Modifying Plant Metabolism	60/924,675	US	Inactive	5/25/2007
	PCT/IB2008/003131	P.C.T.	Inactive	5/23/2008
	2688306	Canada	Pending	5/23/2008
	200880100279.3	China	Pending	5/23/2008
		Hong Kong		
	11113618.2	Kong	Pending	5/23/2008
	12/601,752	US	Granted	5/23/2008
	13/464,212	US	Granted	5/4/2012
	14/261,165	US	Pending	4/24/2014
	14/261,132	US	Pending	4/24/2014
	14/261,203	US	Pending	4/24/2014
	14/261,240	US	Pending	4/24/2014
	14/261,259	US	Pending	4/24/2014
	14/261,284	US	Pending	4/24/2014

**Issued Patents**

Title	Patent Number	Country	Status	Grant Date
Nucleic Acid Encoding N-Methylputrescine Oxidase And Uses Thereof	2656430	Canada	Granted	8/5/2014
	8410341	US	Granted	4/2/2013
Nucleic Acid Sequences Encoding Transcription Factors Regulating Alkaloid Biosynthesis And Their Use In Modifying Plant Metabolism	8822757	US	Granted	9/2/2014
	8624083	US	Granted	1/7/2014

**PATENT****RECORDED: 03/19/2021****REEL: 055657 FRAME: 0892**