

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6661208

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
GHOST HERBAL CONCEPTS LIMITED	01/05/2021

RECEIVING PARTY DATA

Name:	THE GREEN LABS GROUP, INC.
Street Address:	16192 COASTAL HIGHWAY
Internal Address:	COUNTY OF SUSSEX
City:	LEWES
State/Country:	DELAWARE
Postal Code:	19958

PROPERTY NUMBERS Total: 21

Property Type	Number
Application Number:	16340072
Application Number:	29585730
Application Number:	29589292
Application Number:	29589289
Application Number:	29585728
Application Number:	63006511
Application Number:	63006517
Application Number:	63006520
Application Number:	63006505
Application Number:	62993211
Application Number:	62990769
Application Number:	62881259
Application Number:	62878210
Application Number:	62854474
Application Number:	62854079
Application Number:	62854090
Application Number:	62839501
Application Number:	62836850
Application Number:	62836020

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Property Type	Number
Application Number:	62833599
Application Number:	62833602

CORRESPONDENCE DATA

Fax Number:

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.

Email: nmothew@ashfieldslaw.com

Correspondent Name: ASHFIELDS LAW, PC

Address Line 1: 5090 E. PERRY PARKWAY

Address Line 4: GREENWOOD VILLAGE, COLORADO 80121

ATTORNEY DOCKET NUMBER:	GLG PATENTS
NAME OF SUBMITTER:	KRISTAL VELIZ
SIGNATURE:	/KRISTAL.VELIZ/
DATE SIGNED:	04/16/2021

Total Attachments: 5

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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (“Patent Assignment”), dated as of January 5, 2021, is made by Ghost Herbal Concepts Limited (in liquidation), a limited company organized under the laws of the British Virgin Islands, (“Seller”), located at OMC Chambers, Wickhams’ Cay I, Road Town, Tortola, British Virgin Islands, in favor of The Green Labs Group, Inc. (“Buyer”), a Delaware corporation, located at 16192 Coastal Highway, Lewes, County of Sussex, Delaware 19958, USA, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement by and among Buyer, Seller and certain other parties, dated as of January 5, 2021, (the “Asset Purchase Agreement”).

WHEREAS, each of Charlotte Caulfield and Paul Pretlove of Kalo (BVI) Limited (the “Liquidators”) were appointed as joint liquidators of the Seller on 9 June 2020 by a qualifying resolution of the members of the Seller, pursuant to section 159(2) of the BVI Insolvency Act, 2003; and

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has agreed to convey, transfer, and assign to Buyer, among other assets, certain intellectual property of Seller, pursuant to the terms set out in, and has agreed to execute and deliver, this Patent Assignment;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby, without giving any warranty as to title, irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following (the “Assigned Patents”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “Patents”);

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby, without giving any warranty as to title, authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of

corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment upon request by Buyer. For three months following the date hereof, upon Buyer's reasonable request, Seller shall (at Buyer's expense) take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as Buyer may reasonably require to effect, evidence, or perfect the assignment of the Assigned Patents to Buyer, or any assignee or successor thereto, provided that the terms of any such documents: (i) shall exclude the personal liability of the Liquidators; (ii) shall be no more onerous to Seller and the Liquidators than the terms of this Patent Assignment; and (iii) shall be subject to the Liquidator's prior approval.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Patents. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.

5. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Rights of Liquidators. The Liquidators act as agents for the Seller and neither they, nor their representatives shall incur any personal liability in any circumstances whatsoever by virtue of this Patent Assignment, nor in relation to any related matter or claim, nor in respect of any transfer, assignment or other documents made pursuant to this Patent Assignment. Each party agrees that any Liquidator shall be entitled to assert rights, exclusions of liabilities, benefits and privileges hereunder as a third-party beneficiary hereto with respect to those provisions of this Patent Agreement affording a right, exclusion of liability, benefit or privilege to such Liquidator.

7. Governing Law. This Patent Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Signature page follows]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Patent Assignment as of the date first above written.

GHOST HERBAL CONCEPTS LIMITED (IN LIQUIDATION)

By: 

Name: Charlotte Caulfield

Title: Liquidator (acting as agent and without personal liability)

Address for Notices: Kalo (BVI) Limited, L & M Business Centre, Fish Lock Road, Road Town, Tortola, British Virgin Islands

By: 

Name: Paul Pretlove

Title: Liquidator (acting as agent and without personal liability)

Address for Notices: Kalo (BVI) Limited, L & M Business Centre, Fish Lock Road, Road Town, Tortola, British Virgin Islands

AGREED TO AND ACCEPTED:

THE GREEN LABS GROUP, INC.

By: 

Name: Steven L. Hecker

Title: President

Address for Notices: 4215 Lyceum Ave
Los Angeles CA 90066

Witness:

By: _____

Name:

Title:

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

PATENTS

Patent Type	Country	Title	Application No.	Registration/Publication No.	Case Ref.
Utility	Australia	Hand-held Vaporizer Device	2017339204		1639008P/AU
Utility	Canada	Hand-held Vaporizer Device	3039635		1639008P/CA
Utility	China	Hand-held Vaporizer Device	2017800751239		1639008P/CN
Utility	European Patent Office	Hand-held Vaporizer Device	17784383A		1639008P/EP
Utility	India	Hand-held Vaporizer Device	201917018044		1639008P/IN
Utility	New Zealand	Hand-held Vaporizer Device	753077		1639008P/NZ
Utility	United States of America	Hand-held Vaporizer Device	16/340872	US-2020-0054072-A1	1639008P/US
Design	European Union	Personnel Vaporizer {3A CAD model}	003482603-0002	003482603-0002	1618516D/CTM
Design	United Kingdom	Personnel Vaporizer {3A CAD model}	5003144	5003144	1618516D/CB
Design	United States of America	Personnel Vaporizer {3A CAD model}	29/585730	0827,921	1618516D/US
Design	European Union	Personnel Vaporizer {Golden Gun - 3d CAD model}	003534569-0002	003534569-0002	1624894D/CTM
Design	United Kingdom	Personnel Vaporizer {Golden Gun - 3d CAD model}	5003671	5003671	1624894D/CB
Design	United States of America	Personnel Vaporizer {Golden Gun - 3d CAD model}	29/589292	0822,895	1624894D/US
Design	Australia	Personnel Vaporizer {Golden Gun - 3d CAD model}	201617332	201617332	1601266D/AU
Design	Canada	Personnel Vaporizer {Golden Gun - 3d CAD model}	172404	172404	1601266D/CA
Design	China	Personnel Vaporizer {Golden Gun - 3d CAD model}	2016 3 0655001.X	ZL 2016 3 0655001.X	1601266D/CN
Design	European Union	Personnel Vaporizer {Golden Gun - 3d CAD model}	003534569-0001	003534569-0001	1601266D/CTM
Design	India	Personnel Vaporizer {Golden Gun - 3d CAD model}	289647		1601266D/IN
Design	New Zealand	Personnel Vaporizer {Golden Gun - 3d CAD model}	422534	422534	1601266D/NZ
Design	United Kingdom	Personnel Vaporizer {Golden Gun - 3d CAD model}	5003670	5003670	1601266D/CB
Design	United States of America	Personnel Vaporizer {Golden Gun - 3d CAD model}	29/589289	0826,585	1601266D/US
Design	Australia	Personnel Vaporizer {3d CAD model}	201616623	201616623	1597643D/AU
Design	Canada	Personnel Vaporizer {3d CAD model}	171780	171780	1597643D/CA
Design	China	Personnel Vaporizer {3d CAD model}	2016 3 0578193.9	ZL 2016 3 0578193.9	1597643D/CN
Design	European Union	Personnel Vaporizer {3d CAD model}	003482603-0001	003482603-0001	1597643D/CTM
Design	India	Personnel Vaporizer {3d CAD model}	288880		1597643D/IN
Design	New Zealand	Personnel Vaporizer {3d CAD model}	422364	422364	1597643D/NZ
Design	United Kingdom	Personnel Vaporizer {3d CAD model}	5003143	5003143	1597643D/CB
Design	United States of America	Personnel Vaporizer {3d CAD model}	29/585728	0822,272	1597643D/US

PATENT APPLICATIONS

Patent Type	Country	Title	Application No.	Registration/Publication No.	Case Ref.
Utility: Provisional	United States	SYSTEM FOR MANAGING THE MEDICINAL USE OF A HANDHELD VAPORIZER	63/006,511		7757,9100
Utility: Provisional	United States	SYSTEM FOR MANAGING THE MEDICINAL USE OF A HANDHELD VAPORIZER	63/006,517		7757,9103
Utility: Provisional	United States	VAPORIZER DEVICE FOR COOLING VAPOR	63/006,520		7757,9201
Utility: Provisional	United States	HAND-HELD VAPORIZER DEVICE	63/006,505		7757,9204
Utility: Provisional	United States	SYSTEM FOR THE USE OF POLYMER-DRIVEN VAPOR DOSAGE CALCULATIONS	62/993,211		7757,107
Utility: Provisional	United States	SYSTEM FOR THE CAPTURING AND QUANTIFICATION OF VAPOR CONTENT	62/990,769		7757,106
Utility: Provisional	United States	CENTRALIZED DATA MANAGEMENT SYSTEM FOR VAPORIZER DEVICES	62/881,259		7757,102
Utility: Provisional	United States	SYSTEM FOR COLLECTING DATA ON HANDHELD VAPORIZER USAGE	62/878,210		7757,101
Utility: Provisional	United States	VAPORIZER DEVICE INCLUDING ROTATING CRUCIBLE	62/854,674		7757,301
Utility: Provisional	United States	VAPORIZER DEVICE FOR MONITORING AND CONTROLLING DOSAGE	62/854,079		7757,202
Utility: Provisional	United States	VAPORIZER DEVICE INCLUDING TEMPERATURE CONTROL SYSTEM	62/854,090		7757,203
Utility: Provisional	United States	System For Monitoring The Medicinal Use Of A Handheld Vaporizer	62/839,501		7757,303
Utility: Provisional	United States	VAPORIZER DEVICE FOR COOLING VAPOR	62/836,850		7757,301
Utility: Provisional	United States	VAPORIZER DEVICE FOR MIXING CONCENTRATES	62/836,020		7757,300
Utility: Provisional	United States	SYSTEM FOR MANAGING THE MEDICINAL USE OF A HANDHELD VAPORIZER	62/833,599		7757,100
Utility: Provisional	United States	HAND-HELD VAPORIZER DEVICE	62/833,602		7757,204

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