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

PATENT REEL: 055944 FRAME: 0863

506614401

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.

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

Total Attachments: 5

source=201029 Green Labs Patent Assignment Agreement - Final for Execution#page1.tif source=201029 Green Labs Patent Assignment Agreement - Final for Execution#page2.tif source=201029 Green Labs Patent Assignment Agreement - Final for Execution#page3.tif source=201029 Green Labs Patent Assignment Agreement - Final for Execution#page4.tif source=201029 Green Labs Patent Assignment Agreement - Final for Execution#page5.tif

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. <u>Assignment</u>. 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. <u>Recordation and Further Actions</u>. 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. <u>Terms of the Asset Purchase Agreement.</u> 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. <u>Counterparts</u>. 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. <u>Successors and Assigns</u>. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. <u>Rights of Liquidators</u>. 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.

11031 TEXAME CONCERTS ENVITED (IN EXCEPTION)
y:
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
(1)mh((1)lpa/100)
y: WWW WWW Pretlove
Name!
Address for Notices: Kalo (BVI) Limited, L & M Business Centre, Fish Lock Road, Road
Town, Tortola, British Virgin Islands
O TO AND ACCEPTED:
HE GREEN LABS GROUP, INC.
/
y: Name: Steven L. Hecker
Title: President
Address for Notices: 4215 Lyceum AVE Los Angeles CA 90066
ritness:
ALIMON.
y:
Name:

SCHEDULE 1

PATENTS

ASSIGNED PATENTS AND PATENT APPLICATIONS

Country Hits						i i
Cancado	Patent Type	Country	Title:	Application No.	Registration/Publication No.	Case Rec
Connodos Presonada Na Vagocitaca Devises 201985 201985 201985 Chino Chino Hond-hald Vugocitac Devises 2017800733239 2017800733239 Exception Follows Hond-hald Vugocitac Devises 17784385.0 201797080733239 Indeed States of America Hond-hald Vugocitac Devises 20199778804 20199778804 Lutherd States of America Personal Vugocitac Devises 2019977890 201997789 2003144 Lutherd States of America Personal Vugocitac Devises 201997899 201997899 201997999 20199799 Lutherd States of America Personal Vugocitac Devises 201997899 201997899 201997899 201997899 201997899 201997899 201997899 201997899 201997899 201997899 201997899 201997899 201997899 201997899 201997899 201997899 201997899 201997999 201997999 201997999 201997999 201997999 201997999 201997999 201997999 2019979999 201997999 201997999 201997999 20199799999 2019979999 2019979999 201997	Utility	Austrolia	Mend-held Vaparizer Device	2017339204		1639008FF/AU
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European Union Personal Vaporiser (3.4 CAD models) 993482603-3002 903482603-3002	URRY	United States of America	Hend-hald Vaparizer Device	16/340,072	U\$-2026-0054072-A3	3639008PF/US
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United Kingdom Personal Vaporities (Golden Gon - 3d CAD model) 5003671 5003673 United States of America Personal Vaporities (Golden Gon - 3d CAD model) 29/,589,292 0822,895 Australia Personal Vaporities (Golden Gon - 3d CAD model) 201,817,32 201,817,32 Chandia Personal Vaporities (Golden Gon - 3d CAD model) 201,817,32 201,817,32 Chandia Personal Vaporities (Golden Gon - 3m drawing) 201,817,32 21,813,32 Chandia Personal Vaporities (Golden Gon - 3m drawing) 201,817,32 21,235,3 Inhibit Stagdom Personal Vaporities (Golden Gon - 3m drawing) 203,53,456,0001 203,53,456,0001 United Stagdom Personal Vaporities (Golden Gon - 3m drawing) 203,53,456,0001 203,53,456,0001 United States of America Personal Vaporities (Golden Gon - 3m drawing) 203,53,456,0001 203,53,5001 United States of America Personal Vaporities (Golden Gon - 3m drawing) 203,53,456,0001 203,53,5001 United States of America Personal Vaporities (Sm drawing) 203,53,5001 203,53,5001 United Stagdom Personal Vaporities (Sm drawing) 201,63,503,0031 203,	Dasign	ັນທອນຄະນະ ປູນນອນ	Fersona Vaporiser (Iadion Cur 3d CAD model)	003534569-0002	003534529-0002	1624894D/CTM
Utabled Stores of Americas Personal Vaporiser (Golden Gun - 3d CAD modes) 29/389292 28/2895 Austraska Personal Vaporiser (Golden Gun - 8ac drawing) 301637332 201637332 Chinada Personal Vaporiser (Golden Gun - 8ac drawing) 17/2404 17/2403 European Union Personal Vaporiser (Golden Gun - 8ac drawing) 2016-3-3659031X 21 2016-3-3659-0003 European Union Personal Vaporiser (Golden Gun - 8ac drawing) 2896-47 2896-47 Inhibit States of America Personal Vaporiser (Golden Gun - 8ac drawing) 2896-47 2896-47 University Personal Vaporiser (Golden Gun - 8ac drawing) 2896-47 2896-47 University Personal Vaporiser (Golden Gun - 8ac drawing) 2896-47 2896-47 University Personal Vaporiser (Golden Gun - 8ac drawing) 5033-79 2896-47 University Personal Vaporiser (Golden Gun - 8ac drawing) 5033-47 2896-47 University Personal Vaporiser (Golden Gun - 8ac drawing) 2896-47 2896-47 Canada Personal Vaporiser (Golden Gun - 8ac drawing) 2896-47 2896-47 Canada Personal Vaporiser (S	Design	United Kingdom	Personal Vaporiser (Cobien Cun - 3d CAD model)	5003673	5003673	3-624894D/G8
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Conordia Personal Vaporities (Golden Gan - line drawing) 172404 372404 Chitra Personal Vaporities (Golden Gan - line drawing) 2016 3 3635001X 71 2016 3 3655001X European Unities Personal Vaporities (Golden Gan - line drawing) 2016 3 3655001X 71 2016 3 3655001X Inhibital States of American Personal Vaporities (Golden Gan - line drawing) 2033 3 4569-0001 2033 3 4569-0001 United States of American Personal Vaporities (Golden Gan - line drawing) 2033 3 459-0001 2035 3 4569-0001 United States of American Personal Vaporities (Golden Gan - line drawing) 2016 3 6578 2036 3 63878 Canada Personal Vaporities (Golden Gan - line drawing) 2016 3 6578 2016 3 653 Canada Personal Vaporities (Golden Gan - line drawing) 2016 3 653 2016 3 653 Canada Personal Vaporities (Golden Gan - line drawing) 2016 3 653 2036 3 633 Canada Personal Vaporities (Rice drawing) 2016 3 653 2016 3 653 Canada Personal Vaporities (Rice drawing) 2016 3 633 403 4003 2018 3 630 3003 Barance (Vaporities (Rice drawing) 2018 8 8 60 2018 8 8 60 2018 8 8 60 2018 8 8 60 <	Design	Austraka	Parsond Yapansar (Colden Cun - ine drawing)	201617332	201417332	16012600/AU
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European Union Personal Vaporiser (Gobben Com - Sine drawing) 503334569-0001 003534569-0001 kodia Personal Vaporiser (Gobben Com - Sine drawing) 289647 428547 New Zerdiand Personal Vaporiser (Gobben Com - Sine drawing) 423534 422534 United Kingdom Personal Vaporiser (Gobben Com - Sine drawing) 5003670 5003670 United States of America Personal Vaporiser (Gobben Com - Sine drawing) 29/589289 28/589289 Concido Personal Vaporiser (Sobben Com - Sine drawing) 201616623 201616623 Concido Personal Vaporiser (Sob drawing) 171780 171780 Concido Personal Vaporiser (Sine drawing) 2016 3 0578193.9 21 2016 3 0578193.9 European Union Personal Vaporiser (Sine drawing) 203482603-0001 203482603-0001 kridia Personal Vaporiser (Sine drawing) 20364 3 0578193.9 203482603-0001 Value States of Kingdom Personal Vaporiser (Sine drawing) 208880 422364 422364 Value States of Famorica Personal Vaporiser (Sine drawing) 5003143 5003143 5003143	Design	China	Fersonal Vaporder (Codden Cun - die druwing)	2016 3 0655001X	ZL 2014 3 0655001.X	16012600/CH
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	Desigs.	United States of America	Personal Vapariser (time drawing)	29/585728	0822,272	15976430/105

Patent Type	Country	Title	Application No.	Registration Publication No.	Case Ref.
Utšky: Provisionai	France States	SYSTEM FOR MANAGEMO THE MEDICHALL USE OF A HANDHED VAFORTER	63/006,511		5757.9300
Utäty: Provisionai	United States	System for manachas the medicinal use of a handheid vaporter	63/006,517		7757.9103
Utširy: Provisionai	United States	ANDORDER DEACE LOS COCINO ANNOS	63/006,520		7757.9201
Uršity: Provisionai	United States	HAMD HEID VAPORTER DEVICE	63/006,505		7757.9204
Utšky: Provisionai	ಟಣಕ್ಕೆ ತಿರ್ಮಕ್ಕ	SYSTEM FOR THE USE OF FOLYNOMIAL DRIVEN VAPOR DIOSAGE CALCULATIONS	62/993,211		7757.107
Lhäfy: Fravidanai	United States	SYSTEM FOR THE CAPTURING AND QUANTERCATION OF VAPOR CONTENT	62/990,769		7757.106
Utility: Provisional	ಟಣಕಾರ ಶಿಕ್ಷಾಕ್ತಾ	CENTRALIZED DATA MANAGEMENT SYSTEM FOR VAPORIZER DEVICES	62/881,259		7757.182
Lhätys Fravisional	United States	SYSTEM FOR COLLECTING DATA ON HANDHELD YAPORIZER USAGE	62/878,210		7757.101
Utilby: Provisional	Usited States	VAPORIZER DEVICE PACILIDANG ROTATANG CRUCIBLE	62/854,474		7757,303
Uläry: Fravisionai	United States	VAPORIZER DEVICE FOR MONTORING AND CONTROLLING DOSAGE	62/854,079		7757.202
Unitry: Provisional	United States	VAPORIZER DEVICE EXCLUDING TEMPERATURE CONTROL SYSTEM	62/854,090		7757,203
Urširy: Pravislandi	United States	System For Managing The Medicinal Use Of A Handheld Vaporizer	62/839,503		7757.183
Utility: Provisional	United States	VAPORIZER DEVICE FOR COQUESG VAPOR	62/836,850		7757.203
Unitry: Provisional	United States	VAPORIZER DEVICE FOR MIXING CONCENTRATES	62/836,020		7757.300
Uräty: Provisional	United States	SYSTEM FOR MANAGING THE MEDICINAL USE OF A HANDHELD VAPORIZER	62/833,599		7757.100
Utility: Provisional	United States	HAND-HEID YAFORIIG DEVYE	62/833,662		7757.234

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