

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6715926

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Execution Date
JUUL LABS, INC.	05/14/2021

**RECEIVING PARTY DATA**

<b>Name:</b>	MUFG UNION BANK, N.A.
<b>Street Address:</b>	350 CALIFORNIA ST
<b>Internal Address:</b>	20TH FLOOR
<b>City:</b>	SAN FRANCISCO
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94104

**PROPERTY NUMBERS Total: 63**

Property Type	Number
Patent Number:	8978663
Application Number:	16837850
Application Number:	16926439
Application Number:	16932548
Application Number:	16940977
Application Number:	17031806
Application Number:	17096599
Application Number:	16953081
Application Number:	17104860
Application Number:	17121591
Application Number:	17134075
Application Number:	17139317
Application Number:	17154982
Application Number:	17161590
Application Number:	17171976
Application Number:	17197955
Application Number:	17199377
Application Number:	17199370
Application Number:	17204148

PATENT

<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	29654825
<b>Application Number:</b>	29658361
<b>Application Number:</b>	29658362
<b>Application Number:</b>	29658367
<b>Application Number:</b>	29661010
<b>Application Number:</b>	29673721
<b>Application Number:</b>	29673916
<b>Application Number:</b>	29673942
<b>Application Number:</b>	29679779
<b>Application Number:</b>	29701517
<b>Application Number:</b>	29704706
<b>Application Number:</b>	29708184
<b>Application Number:</b>	29708185
<b>Application Number:</b>	29713288
<b>Application Number:</b>	29713289
<b>Application Number:</b>	29713290
<b>Application Number:</b>	29713291
<b>Application Number:</b>	29717643
<b>Application Number:</b>	29725934
<b>Application Number:</b>	29727216
<b>Application Number:</b>	29728463
<b>Application Number:</b>	29730160
<b>Application Number:</b>	29730164
<b>Application Number:</b>	29736734
<b>Application Number:</b>	29737360
<b>Application Number:</b>	29737975
<b>Application Number:</b>	17100332
<b>Application Number:</b>	29762393
<b>Application Number:</b>	29770481
<b>Application Number:</b>	29772389
<b>Application Number:</b>	29774165
<b>Application Number:</b>	63019198
<b>Application Number:</b>	63021470
<b>Application Number:</b>	63021609
<b>Application Number:</b>	63028419
<b>Application Number:</b>	63030791
<b>Application Number:</b>	63038712
<b>Application Number:</b>	63052837

Property Type	Number
Application Number:	63057696
Application Number:	63058336
Application Number:	63063001
Application Number:	63108874
Application Number:	63119486
Application Number:	63124646

**CORRESPONDENCE DATA**

**Fax Number:** (858)509-4010

*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.*

**Phone:** (858)509-4000

**Email:** docket\_ip@pillsburylaw.com, cynthia.stroesser@pillsburylaw.com, michelle.mehok@pillsburylaw.com

**Correspondent Name:** PILLSBURY WINTHROP SHAW PITTMAN LLP

**Address Line 1:** 12255 EL CAMINO REAL

**Address Line 2:** SUITE 300

**Address Line 4:** SAN DIEGO, CALIFORNIA 92130-4088

**ATTORNEY DOCKET NUMBER:** 048694-0000042 PSA

**NAME OF SUBMITTER:** MICHELLE L. MEHOK

**SIGNATURE:** /michelle mehok/

**DATE SIGNED:** 05/18/2021

**Total Attachments: 7**

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## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Agreement"), dated as of May 14, 2021, is made by JUUL LABS, INC., a Delaware corporation (the "Grantor"), in favor of MUFG UNION BANK, N.A., as administrative agent (together with its successors and assigns, in such capacity, the "Agent") for the ratable benefit of the Lenders party from time to time to the Credit Agreement (as defined below).

WHEREAS, the Grantor and the Agent are parties to the Credit Agreement, dated as of April 25, 2019 (as amended, modified, renewed, extended or amended, restated, or replaced from time to time, the "Credit Agreement") by and among the Grantor, the Lenders party thereto and the Agent.

WHEREAS, as a condition precedent to the Agent's obligations under the Credit Agreement, Grantor has executed and delivered to the Agent that certain Guarantee and Security Agreement, dated as of April 25, 2019 (as amended, modified, renewed, extended or amended, restated, or replaced from time to time, the "Security Agreement") by and among the Grantor, the Lenders party thereto and the Agent.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Patent Security Agreement for recording with the United States Patent and Trademark Office ("USPTO").

Accordingly, the parties hereto agree as follows:

### SECTION 1 Definitions; Interpretation.

(a) Terms Defined in the Credit Agreement. All capitalized terms used in this Agreement (including in the recitals hereof) and not otherwise defined herein shall have the respective meanings assigned to such terms in the Credit Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Patent Collateral" has the meaning set forth in Section 2.

"Patent Security Agreement" has the meaning set forth in Section 5.

(c) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the respective meanings assigned to such terms in the UCC; provided, however, that to the extent that the UCC is used to define any term herein and such term is defined differently in different Articles of the UCC, the definition of such term contained in Article 9 shall govern.

(d) Interpretation. The rules of interpretation set forth in the Credit Agreement shall be applicable to this Agreement and are incorporated herein by this reference.

### SECTION 2 Security Interest.

(a) Grant of Security Interest. As security for the complete payment and performance of the Secured Obligations (whether at the stated maturity, by acceleration or otherwise), the Grantor hereby grants to the Agent for the ratable benefit of the Secured Parties, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following property, in each case whether now or

hereafter existing or arising or in which the Grantor now has or hereafter owns, acquires or develops an interest and wherever located; provided, however, that the foregoing shall not include any Excluded Assets (as defined in the Guarantee and Security Agreement) (collectively, the “Patent Collateral”):

(i) all issued and applied-for patents (including such United States issued and applied-for patents) that are set forth in Schedule A hereto; and

(ii) all reissues, divisions, continuations, continuations-in-part, renewals and extensions thereof.

SECTION 3 Supplement to Loan Documents. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Loan Documents and in the event of any inconsistency between the terms and provisions of this Agreement and the Loan Documents, the terms and provisions of the Loan Documents shall control. The Grantor acknowledges that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Loan Documents (other than this Agreement) and all such rights and remedies are cumulative.

SECTION 4 Further Assurances. To the extent required under the Loan Documents, upon the request of the Agent, the Grantor shall promptly take such further action (other than making filings with the USPTO, which are addressed in the second sentence of this Section 4) and execute all such additional documents and instruments in connection with this Agreement as the Agent in its reasonable discretion may deem necessary or advisable to enable the Agent to exercise and enforce its rights and remedies hereunder with respect to the Patent Collateral, including any documents for filing with the USPTO. Grantor shall, at its own expense, file and record in the proper filing and recording places this Agreement with the USPTO.

SECTION 5 Agent’s Duties. Notwithstanding any provision contained in this Agreement, the Agent shall have no duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to the Grantor or any other Person for any failure to do so or delay in doing so. Except for and the accounting for moneys actually received by the Agent hereunder, the Agent shall have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Patent Collateral.

SECTION 6 Termination. This Agreement and the security interest granted herein shall terminate in accordance with the terms of the Guarantee and Security Agreement or the Credit Agreement, as applicable.

SECTION 7 No Waiver. Any forbearance or failure or delay by the Agent in exercising any right, power or remedy hereunder shall not be deemed a waiver thereof and any single or partial exercise of any right, power or remedy shall not preclude the further exercise thereof. No waiver shall be effective unless it is in writing and signed by an officer of the Agent.

SECTION 8 Recordation. The Grantor hereby authorizes and requests that the Commissioner for Patents record this Agreement with the USPTO.

SECTION 9 Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Grantor, the Agent and their respective successors and assigns and shall bind any Person who becomes bound as a debtor to this Agreement.

SECTION 10 Governing Law. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY,**

**AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

SECTION 11 Entire Agreement; Amendment. This Agreement and the other Loan Documents contain the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the written agreement of the parties as provided in Section 10.1 of the Credit Agreement.

SECTION 12 Severability. If any provision of this Agreement shall be determined to be illegal or unenforceable, all other provisions hereof nevertheless shall be effective.

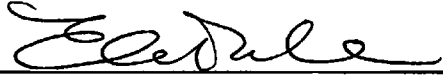
SECTION 13 Counterparts. The Grantor and the Agent may execute one or more counterparts to this Agreement, each of which shall be deemed an original, but taken together, shall be one and the same agreement. The delivery of an executed counterpart of a signature page of this Agreement by facsimile transmission or other electronic mail transmission or format (e.g., “pdf” or “tif”) shall be effective as the delivery of an original executed counterpart of this Agreement.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

**GRANTOR:**

**JUUL LABS, INC.**

By: 

Name: Elaine Paik

Title: Chief Financial Officer

**AGENT:**

**MUFG UNION BANK, N.A.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

**GRANTOR:**

**JUUL LABS, INC.**

By: \_\_\_\_\_

Name: Elaine Paik

Title: Chief Financial Officer

**AGENT:**

**MUFG UNION BANK, N.A.**

By: Paul M. Angland

Name: Paul Angland

Title: Director



## SCHEDULE A

### Issued U.S. Patents of the Grantor

<u>Patent No.</u>	<u>Issue Date</u>	<u>Owner</u>
8978663	Mar 17, 2015	JUUL Labs, Inc.

### Pending U.S. Patent Applications of the Grantor

<u>Application No.</u>	<u>Filing Date</u>	<u>Owner</u>
16/837,850	Apr 1, 2020	JUUL Labs, Inc.
16/926,439	Jul 10, 2020	JUUL Labs, Inc.
16/932,548	Jul 17, 2020	JUUL Labs, Inc.
16/940,977	Jul 28, 2020	JUUL Labs, Inc.
17/031,806	Sep 24, 2020	JUUL Labs, Inc.
17/096,599	Nov 12, 2020	JUUL Labs, Inc.
16/953,081	Nov 19, 2020	JUUL Labs, Inc.
17/104,860	Nov 25, 2020	JUUL Labs, Inc.
17/121,591	Dec 14, 2020	JUUL Labs, Inc.
17/134,075	Dec 24, 2020	JUUL Labs, Inc.
17/139,317	Dec 31, 2020	JUUL Labs, Inc.
17/154,982	Jan 21, 2021	JUUL Labs, Inc.
17/161,590	Jan 28, 2021	JUUL Labs, Inc.
17/171,976	Feb 9, 2021	JUUL Labs, Inc.
17/197,955	Mar 10, 2021	JUUL Labs, Inc.
17/199,377	Mar 11, 2021	JUUL Labs, Inc.
17/199,370	Mar 11, 2021	JUUL Labs, Inc.
17/204,148	Mar 17, 2021	JUUL Labs, Inc.
29/654,825	Jun 27, 2018	JUUL Labs, Inc.
29/658,361	Jul 30, 2018	JUUL Labs, Inc.
29/658,362	Jul 30, 2018	JUUL Labs, Inc.
29/658,367	Jul 30, 2018	JUUL Labs, Inc.
29/661,010	Aug 23, 2018	JUUL Labs, Inc.
29/673,721	Dec 17, 2018	JUUL Labs, Inc.
29/673,916	Dec 18, 2018	JUUL Labs, Inc.
29/673,942	Dec 18, 2018	JUUL Labs, Inc.
29/679,779	Feb 8, 2019	JUUL Labs, Inc.
29/701,517	Aug 12, 2019	JUUL Labs, Inc.
29/704,706	Sep 6, 2019	JUUL Labs, Inc.
29/708,184	Oct 3, 2019	JUUL Labs, Inc.
29/708,185	Oct 3, 2019	JUUL Labs, Inc.
29/713,288	Nov 14, 2019	JUUL Labs, Inc.

29/713,289	Nov 14, 2019	JUUL Labs, Inc.
29/713,290	Nov 14, 2019	JUUL Labs, Inc.
29/713,291	Nov 14, 2019	JUUL Labs, Inc.
29/717,643	Dec 18, 2019	JUUL Labs, Inc.
29/725,934	Feb 27, 2020	JUUL Labs, Inc.
29/727,216	Mar 9, 2020	JUUL Labs, Inc.
29/728,463	Mar 18, 2020	JUUL Labs, Inc.
29/730,160	Apr 1, 2020	JUUL Labs, Inc.
29/730,164	Apr 1, 2020	JUUL Labs, Inc.
29/736,734	Jun 2, 2020	JUUL Labs, Inc.
29/737,360	Jun 8, 2020	JUUL Labs, Inc.
29/737,975	Jun 12, 2020	JUUL Labs, Inc.
17/100,332	Nov 20, 2020	JUUL Labs, Inc.
29/762,393	Dec 16, 2020	JUUL Labs, Inc.
29/770,481	Feb 12, 2021	JUUL Labs, Inc.
29/772,389	Mar 1, 2021	JUUL Labs, Inc.
29/774,165	Mar 15, 2021	JUUL Labs, Inc.
63/019,198	May 1, 2020	JUUL Labs, Inc.
63/021,470	May 7, 2020	JUUL Labs, Inc.
63/021,609	May 7, 2020	JUUL Labs, Inc.
63/028,419	May 21, 2020	JUUL Labs, Inc.
63/030,791	May 27, 2020	JUUL Labs, Inc.
63/038,712	Jun 12, 2020	JUUL Labs, Inc.
63/052,837	Jul 16, 2020	JUUL Labs, Inc.
63/057,696	Jul 28, 2020	JUUL Labs, Inc.
63/058,336	July 29, 2020	JUUL Labs, Inc.
63/063,001	Aug 7, 2020	JUUL Labs, Inc.
63/108,874	Nov 3, 2020	JUUL Labs, Inc.
63/119,486	Nov 30, 2020	JUUL Labs, Inc.
63/124,646	Dec 11, 2020	JUUL Labs, Inc.