

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6844496

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	CAMBRIDGE CONSULTANTS LIMITED	07/15/2016
RECEIVING PARTY DATA		
Name:	FONTEM HOLDINGS 1 B.V.	
Street Address:	12TH FLOOR, BARBARA STROZZILAAN 101	
City:	AMSTERDAM	
State/Country:	NETHERLANDS	
Postal Code:	1083 HN	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Application Number:	16319193
	PCT Number:	EP2017068439
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:	6124861900	
Email:	Dykema-Patents@dykema.com	
Correspondent Name:	REED R. HEIMBECHER	
Address Line 1:	90 SOUTH SEVENTH STREET	
Address Line 2:	4000 WELLS FARGO CENTER	
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402	
ATTORNEY DOCKET NUMBER:	065887-001092	
NAME OF SUBMITTER:	CARYN KUNS	
SIGNATURE:	/Caryn Kuns/	
DATE SIGNED:	08/02/2021	
Total Attachments: 8		
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PATENT

REEL: 057059 FRAME: 0002

THIS DEED is dated 22nd November 2016

PARTIES

- (1) Cambridge Consultants Limited incorporated and registered in England and Wales with company number 01036298 whose registered office is at Unit 29 Science Park, Milton Road, Cambridge, Cambridgeshire, CB4 0DW, UK (Assignor);
- (2) Fontem Holdings 1 B.V. incorporated and registered in the Netherlands with company number 58467521 whose registered office is at 12th floor, Barbara Strozzeaan 101, 1063 HN Amsterdam, The Netherlands (Assignee); and
- (3) Fontem Ventures B.V. incorporated and registered in the Netherlands with company number 56714955 whose registered office is at 12th floor, Barbara Strozzeaan 101, 1063 HN Amsterdam, The Netherlands (Fontem Ventures).

BACKGROUND

- (A) The Assignor is the proprietor of certain intellectual property rights identified below that were generated in the course of performing the Services Agreements (as defined below).
- (B) By the Services Agreements, the Assignor has agreed to assign such intellectual property rights to Fontem Ventures.
- (C) Fontem Ventures wishes the said intellectual property rights to be assigned by the Assignor to its designee affiliate, the Assignee, and the Assignor agrees to such assignment, on the terms set out in this agreement.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Assigned Rights means the inventions and patent applications, particulars of which are set out in Schedule 1.

Effective Date means 15 July 2016.

Services Agreement means the services agreement entered into on 27 June 2014 and the Statement of Work thereunder dated 18 February 2016 (ref. P2319-SOW-006 v1.0), in each case between the Assignor and Fontem Ventures B.V.

- 1.2** Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.

- 1.3 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.4 References to clauses and Schedules are to the clauses and Schedules of this agreement.
- 1.5 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.6 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, phrase or term preceding those terms.
- 1.7 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

2. ASSIGNMENT

- 2.1 In consideration of the sum of £1 (receipt and sufficiency of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee, absolutely with full title guarantee, with effect from the Effective Date, all its right, title and interest in and to the Assigned Rights, including:
 - (a) In respect of any and each patent application comprised in the Assigned Rights:
 - (i) the right to claim priority from and to prosecute and obtain grant of patent; and
 - (ii) the right to file divisional applications, continuations or continuations-in-part based thereon and to prosecute and obtain grant of patent on each and any such divisional application, continuation or continuation-in-part;
 - (b) in respect of each and any invention disclosed in the Assigned Rights, the right to file an application, claim priority from such application, and prosecute and obtain grant of patent or similar protection in or in respect of any country or territory in the world;
 - (c) the right to extend to or register in or in respect of any country or territory in the world each and any of the Assigned Rights, and each and any of the applications filed as aforesaid, and to extend to or register in, or in respect of, any country or territory in the world any patent or like protection granted on any of the applications comprised in the Assigned Rights or filed as aforesaid.
 - (d) the absolute entitlement to any patents granted pursuant to any of the applications comprised in the Assigned Rights or filed as aforesaid, and to any reissues, re-examinations or extensions of any such patent; and
 - (e) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any patents granted on any of the

applications comprised in the Assigned Rights or filed as aforesaid, whether occurring before on or after the date of this agreement.

- 2.3 For the avoidance of doubt, Fontem Ventures hereby acknowledges its consent to the above assignment to the Assignee.

3. FURTHER ASSURANCE

- 3.1 At the reasonable cost and expense of the Assignee, the Assignor shall promptly perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, information, data or other materials, required by law or which the Assignee reasonably requests to vest in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this agreement, including registration of the Assignee as applicant for, or proprietor of, the patent applications comprised in the Assigned Rights or filed in accordance with this agreement and any patent issuing thereon. The foregoing shall include, without limitation, the execution and delivery of inventor declarations substantially in the form set out in Schedule 2 or such other form as the Assignee may reasonably request in connection with filings in different jurisdictions, which the Assignor shall, upon the Assignee's request, procure from each of the applicable inventors of the Assigned Rights who are (or were at the relevant time) employees, consultants, contractors or sub-contractors of the Assignor.

4. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

5. ENTIRE AGREEMENT

- 5.1 This agreement constitutes the entire agreement between the parties and [REDACTED] supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

- 5.2 In the event of any inconsistency between the terms of this agreement and those of the Services Agreement, Fontem Ventures and the Assignor agree that the terms of this agreement shall prevail. [REDACTED]

6. SEVERANCE

- 6.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

7. COUNTERPARTS

- 7.1 This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 7.2 A signature delivered by fax or e-mail (in PDF, JPEG or other agreed format) shall be deemed to have the same effect as if the original signature had been delivered.

8. ASSIGNMENT

Assignee may assign the Assigned Rights to any third party in its sole discretion, provided that any such assignment shall not prejudice Assignor's rights under the licence described in clause 2.2 above.

9. THIRD PARTY RIGHTS

No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

10. GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

11. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the Effective Date.

EXECUTION COPY

Schedule 1 : Assigned Rights

1. The patent application number EP16180789.8 entitled "Electronic smoking device" filed 22 July 2016, and any and all inventions disclosed therein

Schedule 2 : Form of Inventor Declaration

Title of Invention:	
As the below named inventor, I hereby declare that:	
This declaration is directed to:	<input type="checkbox"/> The attached application, or <input type="checkbox"/> United States application or PCT International application number filed on _____.
<p>The above-identified application was made or authorized to be made by me.</p> <p>I believe that I am the original inventor or an original joint inventor of a claimed invention in the application.</p> <p>I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims.</p> <p>I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56.</p> <p>WHEREAS, Fontem Holdings 1 B.V. (hereinafter referred to as "ASSIGNEE") having a place of business at: Barbara Strozilaan 101, 12th Floor, 1083HN, Amsterdam, the Netherlands, desires to acquire the entire right, title and interest in and to said invention and in and to any Letters Patent that may be granted therefore in the United States and its territorial possessions and in any and all foreign countries;</p> <p>NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I, by these presents, do sell, assign and transfer unto said ASSIGNEE, the full and exclusive right to the said invention in the United States and its territorial possessions and in all foreign countries (including the right to claim priority under the terms of the International Convention and other relevant International Treaties and Arrangements from the aforesaid application) and the entire right, title and interest in and to any and all Letters Patent which may be granted therefor in the United States and its territorial possessions and in any and all foreign countries and in and to any and all divisions, reissues, continuations, substitutions and renewals thereof.</p> <p>I hereby authorize and request the Patent Office Officials in the United States and its territorial possessions and any and all foreign countries to issue any and all of said Letters Patent, when granted, to said ASSIGNEE as the assignee of my entire right, title and interest in and to the same, for the sole use and behalf of said ASSIGNEE, its (his) successors and assigns, to the full end of the term for which said Letters Patent may be granted, as fully and entirely as the same would have been held by me had this Assignment and sale not been made.</p> <p>Further, at the reasonable cost and expense of ASSIGNEE I agree that I will communicate to said ASSIGNEE or its (his) representatives any facts known to me respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, substitute, renewal and reissue applications, execute all necessary assignment papers to cause any and all of said Letters Patent to be issued to said ASSIGNEE, make all rightful oaths, and, generally do everything possible to aid said ASSIGNEE, its (his) successors and assigns, to obtain and enforce</p>	

EXECUTION COPY

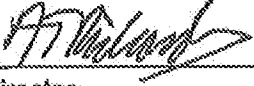
proper protection for said invention in the United States and its territorial possessions and in any and all foreign countries.

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.

LEGAL NAME OF INVENTOR:

Signature: _____ Date: _____

Executed as a deed by Cambridge
Consultants Limited acting by


a director,

ALAN TREVOR RICHARDSON
CEO

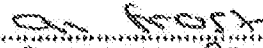
in the presence of:

Signature of witness:

Name:

Address:


Occupation:


AILEEN FROST
MYRTLE DRIVE
RISWICK
CAMBRIDGE CB250AHJ
Control Officer

Executed as a deed by Fontem
Holdings 1 B.V. acting by

Marc Michelsen
a director and


Christian Frank
a director


C. Frank

Executed as a deed by Fontem
Ventures B.V. acting by

Marc Michelsen
a director and

Christian Frank
a director


C. Frank