507178262 03/15/2022

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7225108

SUBMISSION TYPE:		NEW ASSIGNMENT	NEW ASSIGNMENT		
NATURE OF CONVEY	ANCE:	ASSIGNMENT	ASSIGNMENT		
CONVEYING PARTY	DATA				
		Name	Execution Date		
FUTURE HOLDING B.	V.		03/15/2021		
RECEIVING PARTY D	ATA				
Name:	FUTUR	DLA HOLDING B.V.			
Street Address:	KEIZER	GRACHT 2411016 EA			
City:	AMSTE	RDAM			
State/Country:	NETHER	RLANDS	NDS		
	S Total: 2				
PROPERTY NUMBERS Total: 2 Property Type		Number			
		0886367			
		9723851			
CORRESPONDENCE Fax Number: <i>Correspondence will</i>	DATA be sent to	the e-mail address first; if that i			
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ASSIGNMENT OF PATENTS AGREEMENT

This ASSIGNMENT OF PATENTS AGREEMENT ("Assignment of Patents") is made and entered into as of March 15, 2021, by and between Future Holding B.V., a Netherlands corporation ("Assignor"), and Futurola Holding B.V., a Netherlands corporation ("Assignee").

WHEREAS, Assignor is the owner of the Patents as set forth in that certain Purchase and Sale Agreement, dated as of the date first set forth above ("**Purchase Agreement**");

WHEREAS, in connection with the execution of the Purchase Agreement, the Assignor has agreed to sell, assign, transfer, convey, and deliver to Assignee, among other things, all of its right, title, interest, benefit, and privilege in and to the Patents; and

WHEREAS, the Assignor desires to assign all of its right, title, and interest in and to the Patents to the Assignee and the Assignee desires to acquire the Patents.

NOW, THEREFORE, for good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **<u>Definitions</u>**. Capitalized terms used but not otherwise defined herein shall have the respective meanings attributed thereto in the Purchase Agreement.

2. <u>Assignment</u>. Assignor does hereby irrevocably sell, assign, and transfer to Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to the Patents in all countries throughout the world, all registrations and pending applications for the Patents, any renewals of the registrations for the Patents, and any associated models, as set forth on <u>Schedule 1</u> ("Assigned Patents") hereto, for the Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment of Patents had not been made, together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

3. <u>Recordation</u>. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office (the "Commissioner"), and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment of Patents upon request by Assignee. Assignor hereby authorizes and requests the Commissioner and the officials of the respective worldwide Patent Offices (including, but not limited to, WIPO and EPO) to issue to the Assignee, its successors, assigns and legal representatives, in accordance with this Assignment, any and all of the patent registrations resulting from applications to register the Assigned Patents, or otherwise derived therefrom to Assignee as assignee of the entire interest therein.

4. <u>Further Assurances</u>. Assignor authorizes and agrees that when requested, at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the

[3187-002/3487202]

EXECUTION VERSION

execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Patents to Assignee, or any of Assignee's assignee or successor thereto.

5. <u>Power of Attorney</u>. If Assignor fails, is unavailable, or, despite Assignee's reasonable efforts, cannot be located to execute such documents, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agents and attorneys-in-fact to act for and on Assignor's behalf solely to execute such documents or papers with the same legal force and effect as if executed by Assignor.

6. <u>Terms of the Purchase Agreement</u>. The parties hereto acknowledge and agree that this Assignment of Patents is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Patents. The representations, warranties, covenants, agreements, and indemnities contained in the 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

7. <u>Recitals</u>. The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

8. <u>Successors and Assigns</u>. This Assignment of Patents shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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

10. <u>Counterparts</u>. This Assignment of Patents 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. Electronic signatures to, and facsimile and PDF copies of this Patent Agreement, fully executed, shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment of Patents.

[Remainder of page is intentionally left blank; signature page follows]

[3187-002/3487202]

IN WITNESS HEREOF, the parties hereto have caused this Assignment of Patents to be executed as of the date first set forth above.

ASSIGNOR:

ASSIGNEE:

FUTURE HOLDING B.V., a Netherlands corporation

By: _____ Name: Title: FUTUROLA HOLDING B.V., a Netherlands corporation

By:

Name: Patrik Eriksson Title: Director

Signature Page to Assignment of Patents

IN WITNESS HEREOF, the parties hereto have caused this Assignment of Palents to be executed as of the date first set forth above.

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ASSIGNOR:

ASSIGNEE:

FUTURE HOLDING B.V., a Netherlands corporation

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FUTUROLA HOLDING B.V., a Netherlands corporation

By:_____ Name: Title:

Signature Page to Assignment of Patents

EXECUTION VERSION

<u>Schedule 1</u> Assigned Patents

Patent	Country	Application Date	Application No	Registration Date	Registration No	Next Renewal Date	Classes	Client Company	Ahcor Reference
Holders for cigarette paper (enkelvoudig)	EU	April 14, 2003	000012471-0001	August 5, 2003	000012471-0001	April 14, 2023	27.99	Future Holding B.V.	102676 EU model Holders
Holders for cigarette paper (meervoudig)	EU	September 14, 2009	001611112-0001-0002	September 14, 2009	001611112-0001-0002	September 14, 2024	27.99	Future Holding B.V.	102677 EU model (mv) Holders
vloeidispenser & grinder (meervoudig)	EU	September 13, 2017	004350650-0001-0002	September 26, 2017	004350650-0001-0002	September 13, 2022	27.99 Dispensers. Smokers' accessories	Future Holding B.V.	103887 EU mod vloeidispenser & grinder
Joint Roller	Spain	June 22, 2001	151674	August 26, 2002	151674	August 26, 2022		Future Holding B.V.	102686 ES model Joint Roller
Herb grinder	Spain	October 23, 2001	152575	December 9, 2002	0152575	December 9, 2022	07-04	Future Holding B.V.	102681 ES model Herb Grinder
Vloeidispenser	Canada	March 12, 2018	180113	December 31, 2018	180113	December 31, 2023		Future Holding B.V.	104160 CA mod VLOEIDISPENSER
Grinder	Canada	March 12, 2018	180114	July 2, 2020	180114	July 2, 2030		Future Holding B.V.	104160 CA mod GRINDER
Grinder	China	March 13, 2018	2018300924047	June 12, 2018	2018300924047	March 12, 2021		Future Holding B.V.	104159 CN mod GRINDER
Vloeidispenser	China	March 13, 2018	2018300924051	March 12, 2019	2018300924051	March 13, 2021		Future Holding B.V.	104159 CN mod VLOEIDISPENSER
Joint Roller	United Kingdom	June 12, 2001	2102478	June 12, 2001	2102478	June 12, 2021	27-99 01 Roller for use with tobacco and tobacco substances	Future Holding B.V.	102685 UK model Joint roller
Herb grinder	United Kingdom	October 9, 2001	2105502	October 9, 2001	2105502	October 9, 2021	07 At Issue 07-04 10	Future Holding B.V.	102680 UK model Herb grinder
CHONG ROLLER	USA	March 18, 2015	29520844	February 14, 2017	D779116	Valid for 15 years - not renewable		Future Holding B.V.	102814 US model CHONG ROLLER
Joint Roller	Sweden	June 20, 2001	69365	June 20, 2001	69365	June 20, 2021		Future Holding B.V.	102684 SE model Joint Roller
Joint Roller	International	May 7, 1996	DM/036386	May 7, 1996	DM/036386	May 7, 2021	27-99 Roule-joints	Future Holding B.V.	102689 IR model Joint roller
Joint roller	International	June 6, 2001	DM/056580	June 6, 2001	DM/056580	June 6, 2021	27-99 Joint roller / rouleau de joint	Future Holding B.V.	102688 IR model Joint Roller
Cigarette roller (maar is de herb grinder- foute omschrijving in	International	October 4, 2001	DM/057737	October 4, 2001	DM/057737	October 4, 2021	27-99 Cigarette roller / Rouleuse de cigarette	Future Holding B.V.	102683 IR model Cigarette roller
Herb Grinder	International	July 24, 2002	DM/061865	July 24, 2002	DM/061865	July 24, 2022	27-99 Herb Grinder	Future Holding B.V.	102682 IR model Herb Grinder
HERB GRINDER	International	March 13, 2018	WIPO70367	March 13, 2018	DM/100436	March 13, 2023	27-99 Herb grinder for smoker	Future Holding B.V.	104161 IR mod GRINDER
VLOEIDISPENSER FOR CIGARETTE PAPER	International	March 13, 2018	WIPO70367	March 13, 2018	DM/100436	March 13, 2023	27-99 Dispenser for cigarette paper	Future Holding B.V.	104161 IR mod VLOEIDISPENSER

Vloeidispenser	Vloeidispenser	Patent	Patents
/loeidispenser The Netherlands	EU	Country	
Registered	Registered	Status	
ed September 8, 2009	ed September 2, 2010	Application Date	
2003452	EP2292532	Application No	
March 9, 2011	January 9, 2013	Registration Date	
2003452	EP2292532	Registration No	
September 6, 2021	August 31, 2021	Next Renewal Date	
Future Holding B.V.	Future Holding B.V.	Client Company	
Future Holding B.V. 102734 NL octrooi Vloeidispenser 2	ng B.V. 102732 EU octrooi Vloeidispenser	File ID	