

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7539262

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	BATMARK LIMITED	12/19/2019
RECEIVING PARTY DATA		
Name:	NICOVENTURES TRADING LIMITED	
Street Address:	GLOBE HOUSE, 1 WATER STREET	
City:	LONDON	
State/Country:	UNITED KINGDOM	
Postal Code:	WC2R 3LA	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16948116
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>		
Email:	OLSONA@PTSLAW.COM	
Correspondent Name:	PATTERSON THUENTE C/O ALEXANDRA OLSON	
Address Line 1:	4800 IDS CENTER, 80 SOUTH 8TH STREET	
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402	
ATTORNEY DOCKET NUMBER:	4839.58WOUS02	
NAME OF SUBMITTER:	ALEXANDRA OLSON	
SIGNATURE:	/Alexandra Olson/	
DATE SIGNED:	09/15/2022	
Total Attachments: 18		
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DATED: 19/12/19

BATMARK LIMITED

-and-

NICOVENTURES TRADING LIMITED

ASSIGNMENT OF SELECT INTELLECTUAL PROPERTY

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This agreement is dated 19/12/19

PARTIES

- (1) **BATMARK LIMITED** incorporated in the United Kingdom with company number 02967280 whose place of business is at Globe House, 4 Temple Place, London, WC2R 2PG (the "Assignor"); and
- (2) **NICOVENTURES TRADING LIMITED** incorporated in the United Kingdom with company number 06665343 whose place of business is at Globe House, 1 Water Street, London, WC2R 3LA, United Kingdom (the "Assignee").

(Each a Party and together the Parties.)

BACKGROUND

- (A) The Assignor is the owner of the Intellectual Property (as defined below).
- (B) The Assignor has agreed to assign the Intellectual Property to the Assignee on the terms set out in this agreement.

AGREED TERMS

1. Interpretation

- 1.1. The following definitions apply in this agreement:

Intellectual Property	means the Patents (as defined below), Know-How (as defined below) and Unregistered Rights (as defined below) (for the avoidance of doubt, this definition excludes trade marks (whether registered or unregistered));
Know-how	includes specifications, formulae, information, inventions, processes, techniques, quality control standards and methods of assessment and modifications, improvements, enhancements to any of the foregoing;
Patents	means those patent and utility models and patent applications and utility model applications listed at Schedule 1;
Products	means: a) non-combustible aerosol provision systems that release compounds from an aerosol-generating material without combusting the aerosol-generating material including without limitation vapour products (such as electronic cigarettes), tobacco heating products (which are suitable for use with an aerosol-generating material comprising tobacco), and hybrid systems (which generate aerosol using a combination of aerosol-generating materials); and b) devices, aerosol-generating materials, consumables and spare parts and

accessories for (a);

Unregistered Rights means unregistered rights in designs, copyright (including rights in computer software), topography rights, database rights, plant variety rights and all rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect in relation to the Products (as defined above) (for the avoidance of doubt, this definition excludes trade marks (whether registered or unregistered));

2. Assignment

In consideration of the sum of \$ [REDACTED], receipt of which the Assignor expressly acknowledges, the Assignor assigns to the Assignee, with full title guarantee, all its right, title and interest in and to the Intellectual Property, and in and to all and any inventions disclosed in the Intellectual Property, including without limitation:

- 2.1. the right of priority for the Patents;
- 2.2. in respect of any and each application in the Patents:
 - a. the right to claim priority from and to prosecute and obtain grant of a patent (if available); and
 - b. the right to file divisional applications, continuations or continuations in part based thereon (or equivalent, if any) and to prosecute and obtain grant of patent on each and any such divisional application, continuation or continuation in part (or equivalent, if any);
- 2.3. in respect of each and any invention disclosed in the Patents, the right to file an application, claim priority from such an application, and prosecute and obtain grant of a patent or similar protection in or in respect of any country or territory in the world;
- 2.4. the right to extend to or register in or in respect of any country or territory in the world each and any of the Patents, and each and any of the applications comprised in the Patents or 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 such applications;
- 2.5. the absolute entitlement to any patents granted pursuant to any of the applications comprised in the Patents or filed as aforesaid; and
- 2.6. 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 of the Intellectual Property, whether occurring before or

or after the date of this agreement.

3. Further Assurance

At its own expense, the Assignor shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute such documents and perform such acts as may be required for the purpose of giving full effect to this agreement, including:

- 3.1. registration of the Assignee as applicant for, or proprietor of, the Intellectual Property; and
- 3.2. assisting the Assignee in obtaining, defending and enforcing the Intellectual Property, and assisting with any other proceedings which may be brought by or against the Assignee against or by any third party relating to the rights assigned by this agreement.

4. Warranties

Each party warrants and represents to the other with respect to itself that it has the full right, power and authority to execute, deliver and perform this agreement and that the signatory to this Agreement is authorised to execute this agreement.

5. Entire Agreement

- 5.1. This agreement constitutes the entire agreement between the parties and 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. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

6. Variation

No variation of this agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

7. Severance

- 7.1. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

- 7.2. If any provision or part-provision of this agreement is deemed deleted under Clause 7.1 the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

8. Counterparts

- 8.1. This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 8.2. Transmission of an executed counterpart of this agreement by email shall take effect as delivery of an executed counterpart of this agreement.
- 8.3. No counterpart shall be effective until each Party has executed and delivered at least one counterpart.

9. Third Party Rights

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

10. Governing Law

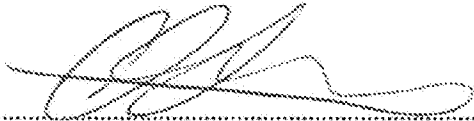
This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

11. Jurisdiction

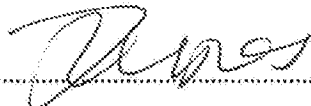
Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This agreement has been entered into on the date stated at the beginning of it.

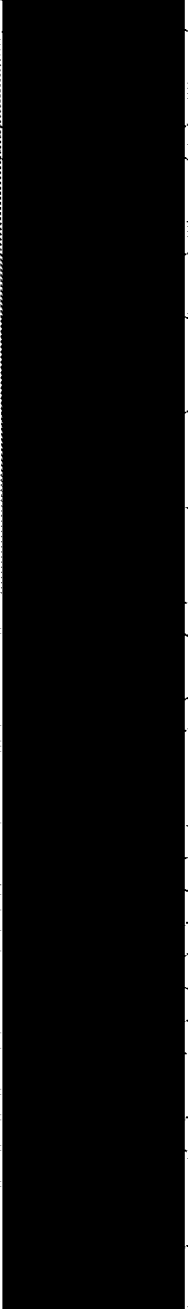

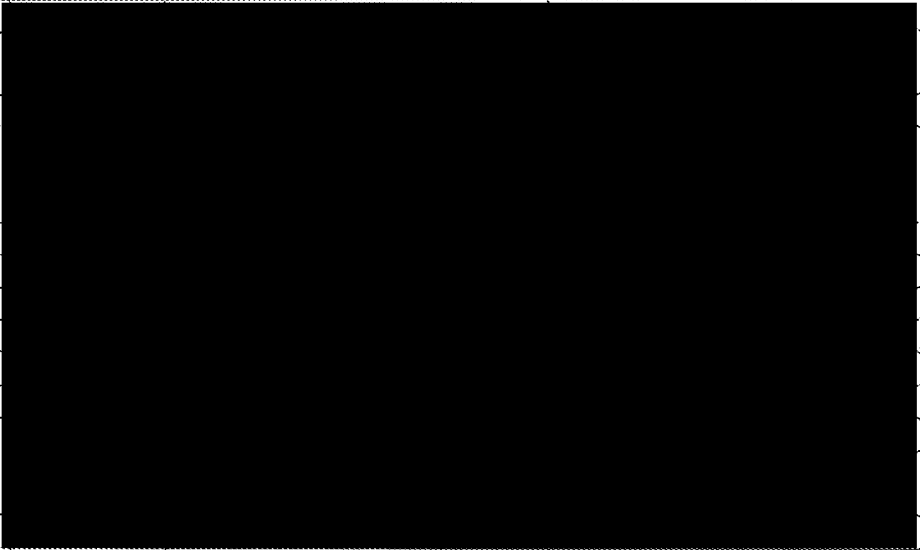
Signed for and on behalf of
BATMARK LIMITED by an authorised
signatory in accordance with the laws
of the United Kingdom

Signature: 
.....
Name: OLIVER MARTIN
.....
Title: ASSISTANT SECRETARY
.....
Date: 19/12/2019
.....

Signed for and on behalf of
NICOVENTURES TRADING LIMITED
by an authorised signatory in
accordance with the laws of the
United Kingdom

Signature: 
.....
Name: JESSICA HYNES
.....
Title: COMPANY SECRETARY
.....
Date: 19/12/2019
.....

Schedule 1

Family reference	Country	Application No.	Publication No.
			
	United States of America	13/125343	8,833,364
	United States of America	14/306,831	
	United States of America	14/296,803	
			
	United States of America	15/470,078	
	United States of	15/470,089	

Family reference	Country	Application No.	Publication No.
	America		
	United States of America	15/470,095	

Family reference	Country	Application No.	Publication No.
	United States of America	13/583,365	9,554,595
	United States of America	15/399,121	
	United States of America	13/583,381	9,555,199

Family reference	Country	Application No.	Publication No.
	United States of America	15/398,981	
	United States of America	16/594,480	
	United States of America	13/984,512	8,752,545
	United States of America	14/268,909	10/010,695
	United States of America	15/997,113	

Family reference	Country	Application No.	Publication No.
	United States of America	14/235,210	9,623,205
	United States of America	15/454,156	

Family reference	Country	Application No.	Publication No.
	United States of America	15/115,559	10,188,144

Family reference	Country	Application No.	Publication No.

Family reference	Country	Application No.	Publication No.
	United States of America	15/115,605	
	United States of America	15/115,583	10,314,337

Family reference	Country	Application No.	Publication No.
	United States of America	15/503,456	10,278,427
	United States of America	16/377,331	

Family reference	Country	Application No.	Publication No.