507512306 09/27/2022

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7559198

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date	
STEVEN HWANG	04/08/2022	

RECEIVING PARTY DATA

Name:	NEXT LEVEL VENTURES LLC	
Street Address:	3131 WESTERN AVE., SUITE 325	
City:	SEATTLE	
State/Country:	WASHINGTON	
Postal Code:	98121	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	17884378

CORRESPONDENCE DATA

Fax Number: (801)415-3500

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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Email: djp.ipmail@dentons.com

Correspondent Name: SARAH W. MATTHEWS, DENTONS
Address Line 1: 111 SOUTH MAIN STREET, SUITE 2400

Address Line 4: SALT LAKE CITY, UTAH 84111

ATTORNEY DOCKET NUMBER:	59379-3003USU1		
NAME OF SUBMITTER:	SARAH W. MATTHEWS		
SIGNATURE:	/Sarah w Matthews/		
DATE SIGNED:	09/27/2022		

Total Attachments: 2

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ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency, and adequacy of which are hereby acknowledged, each undersigned <u>ASSIGNOR</u> does hereby:

SELL, ASSIGN, AND TRANSFER to Next Level Ventures LLC, a Washington limited liability company having a place of business at 3131 Western Ave, Suite 325, Seattle, Washington, 98121, United States of America ("ASSIGNEE"), the ASSIGNOR's entire rights, titles, and interests for the United States and all other jurisdictions in and to (i) U.S. Patent Application No. 17/702,642, filed on March 23, 2022 and titled COMBINABLE AND ORIENTABLE ELECTRONIC VAPING DEVICES ("the '642 Application"); (ii) International Patent Application No. PCT/US2022/021561, filed on March 23, 2022 and titled COMBINABLE AND ORIENTABLE ELECTRONIC VAPING DEVICES ("the '561 PCT Application") (the '642 Application and the '561 PCT Application, collectively, "the Patent Applications"); (iii) any and all improvements disclosed in the Patent Applications ("the Improvements"); (iv) all divisional, continuing, substitute, renewal, reissue and all other applications for patent or the legal equivalent thereof which have been or may be filed in the United States and all other jurisdictions relating to any of the Improvements ("the Related Applications"); (v) all original, reissued, reexamined, and reviewed patents or their legal equivalents which have been or shall be issued in the United States and all other jurisdictions on the Improvements; and specifically including (vi) the right to file the Related Applications for patents or their legal equivalents under the provisions of any statute, convention or treaty and claim priority based on such applications (all of the foregoing, collectively, the "Intellectual Property Rights");

AUTHORIZE the ASSIGNEE to, in its own name, apply for and receive any and all patents or their legal equivalents in any jurisdiction relating to the Improvements;

AUTHORIZE AND REQUEST the issuing authority in any jurisdiction to issue any and all patents or their legal equivalents any of the Improvements to and in the name of the ASSIGNEE;

WARRANT AND COVENANT that no assignment, grant, security interest, license or other agreement or encumbrance affecting the Intellectual Property Rights, or ASSIGNEE's rights to the Intellectual Property Rights has been or will be made or entered into by the ASSIGNOR, and that ASSIGNOR possesses the full right to convey the same as herein expressed and to provide ASSIGNEE with all rights, titles, and interests in and to the Intellectual Property Rights;

COVENANT, when requested and at the expense of the ASSIGNEE, to carry out in good faith the intent and purpose of this assignment, to execute all divisional, continuing, substitute, renewal, reissue, and all other applications for patents or their legal equivalents relating to any and all of the Improvements; to execute all rightful oaths, declarations, powers of attorney,

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assignments, and other papers; to communicate to the ASSIGNEE all facts and provide to the ASSIGNEE all documents and things known and accessible to the ASSIGNOR relating to the Intellectual Property Rights, including, but not limited to, the Improvements, the Patent Applications, the Related Applications, and the histories thereof, and to testify as to the same in any interference, derivation, or review proceeding, litigation, or other proceeding relating to the Intellectual Property Rights, including, but not limited to, the Improvements, the Patent Applications, the Related Applications, and the histories thereof; and generally to do everything possible which the ASSIGNEE shall consider desirable for vesting title to all of the Intellectual Property Rights in the ASSIGNEE, and to secure, maintain, defend, and enforce valid and enforceable patent protection for the Improvements;

AGREE AND ACKNOWLEDGE that the SALE, ASSIGNMENT AND TRANSFER of the Intellectual Property Rights, as set forth herein, is and shall be IRREVOCABLE and BINDING upon the heirs, assigns, representatives, and successors of the ASSIGNOR and EXTEND to the successors, assigns, and nominees of the ASSIGNEE.

ASSIGNOR				
DocuSigned by A2097BF93BFE		Dated _	4/8/2022	
Name	Steven Hwang	_		
Address:	3131 Western Ave, Suite 325 Seattle, WA 98121			
ASSIGNEE,	NEXT LEVEL VENTURES LLC:			
DocuSigned b		Dated _	4/8/2022	
Name	Alex Kwon			
Title	Manager of Next Level Ventures LLC			
Address:	3131 Western Ave, Suite 325			
	Seattle, WA 98121			

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RECORDED: 09/27/2022