# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	3

### **CONVEYING PARTY DATA**

Name	Execution Date
CORTLAND CAPITAL MARKET SERVICES LLC	09/30/2022

### **RECEIVING PARTY DATA**

Name:	JUUL LABS, INC.
Street Address:	1000 F ST. NW., 8TH FLOOR
City:	WASHINGTON
State/Country:	D.C.
Postal Code:	20004

#### **PROPERTY NUMBERS Total: 60**

Property Type	Number
Patent Number:	10986867
Patent Number:	D960431
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
Application Number:	29654825
Application Number:	29658361

PATENT REEL: 061588 FRAME: 0189

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Property Type	Number
Application Number:	29658362
Application Number:	29658367
Application Number:	29661010
Application Number:	29673721
Application Number:	29673916
Application Number:	29673942
Application Number:	29679779
Application Number:	29701517
Application Number:	29704706
Application Number:	29708184
Application Number:	29708185
Application Number:	29713288
Application Number:	29713289
Application Number:	29713290
Application Number:	29713291
Application Number:	29717643
Application Number:	29725934
Application Number:	29727216
Application Number:	29728463
Application Number:	29730160
Application Number:	29730164
Application Number:	29736734
Application Number:	29737360
Application Number:	29737975
Application Number:	29762393
Application Number:	29770481
Application Number:	29772389
Application Number:	29774165
Application Number:	63019198
Application Number:	63021470
Application Number:	63021609
Application Number:	63028419
Application Number:	63030791
Application Number:	63038712
Application Number:	63052837
Application Number:	63057696
Application Number:	63058336
Application Number:	63063001

Property Type	Number
Application Number:	63108874
Application Number:	63119486
Application Number:	63124646

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ATTORNEY DOCKET NUMBER:	048694-0000042
NAME OF SUBMITTER:	MICHELLE MEHOK
SIGNATURE:	/michelle mehok/
DATE SIGNED:	10/02/2022

#### **Total Attachments: 5**

source=JUUL - Release of Security Interest in Patent Collateral (2021)#page1.tif source=JUUL - Release of Security Interest in Patent Collateral (2021)#page2.tif source=JUUL - Release of Security Interest in Patent Collateral (2021)#page3.tif source=JUUL - Release of Security Interest in Patent Collateral (2021)#page4.tif source=JUUL - Release of Security Interest in Patent Collateral (2021)#page5.tif

#### RELEASE OF SECURITY INTEREST IN CERTAIN PATENT COLLATERAL

This Release of Security Interest in Certain Patent Collateral is made and effective as of September 30, 2022 by CORTLAND CAPITAL MARKET SERVICES LLC, in its capacity as administrative agent pursuant to the Credit Agreement (as defined hereinafter) (in such capacity, the "Agent") in favor of JUUL LABS, INC., a Delaware corporation, the Grantor party to the Patent Security Agreement (as defined hereinafter) (the "Grantor"). Capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Credit Agreement, the Security Agreement or the Patent Security Agreement, as applicable.

**WHEREAS**, reference is hereby made to that certain Credit Agreement, dated as of August 2, 2019 (as amended, modified, renewed, extended or amended, restated, or replaced from time to time, the "<u>Credit Agreement</u>") by and among the Grantor, the Lenders (as defined in the Credit Agreement) from time to time party thereto, and the Agent; and

WHEREAS, pursuant to (i) that certain Guarantee and Security Agreement dated as of August 2, 2019 (as amended, modified, renewed, extended or amended, restated, or replaced from time to time, the "Security Agreement"), by and among the Grantor and certain other grantors from time to time party thereto and the Agent; and (ii) that certain Patent Security Agreement dated as of May 14, 2021 (as amended, modified or amended and restated from time to time, the "Patent Security Agreement"), by the Grantor in favor of the Agent and recorded by the Patent Division of the United States Patent and Trademark Office on May 19, 2021, at Reel 057681, and Frame 0094, Grantor granted to the Agent for the ratable benefit of the Secured Parties a security interest in all of its right, title and interest in, to and under the Patent Collateral (as defined below).

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent (in its capacity as such on behalf of the Secured Parties) hereby agrees as follows:

- 1. <u>Patent Collateral</u>. As used herein, "<u>Patent Collateral</u>" means the following property, in each case whether existing as of the effective date of the Security Agreement or Patent Security Agreement or arising thereafter or in which the Grantor then had or thereafter owned, acquired or developed an interest and wherever located; <u>provided</u>, however, that the foregoing shall not include any Excluded Assets (as defined in the Security Agreement):
- a. all issued and applied-for patents (including such United States issued and applied-for patents) that are set forth in <u>Schedule A</u> hereto; and
- b. all reissues, divisions, continuations, continuations-in-part, renewals and extensions thereof.
- 2. <u>Release of Security Interest</u>. The Agent, without representation or warranty of any kind, hereby (i) (a) terminates, discharges, cancels and releases all of its continuing security interest in and lien on all of the Patent Collateral arising under the Security Agreement and the Patent Security Agreement, (b) re-transfers, re-conveys and re-assigns to Grantor, any and all right,

title and interest that the Agent or any Secured Party may have in or to the Patent Collateral, and (c) acknowledges and agrees that it and the Secured Parties have no further interests in such Patent Collateral and that Grantor is hereby released from the Patent Security Agreement, (ii) agrees that it shall, at the sole cost and expense of Grantor, execute all other documents and do all other acts reasonably requested by Grantor to effect the release of such rights to Grantor; and (iii) authorizes and requests that the United States Patent and Trademark Office note and record this Release of Security Interest in Certain Patent Collateral and any other filings necessary to evidence the release and termination of the Agent's rights under the Patent Collateral.

- 3. <u>Governing Law.</u> THIS RELEASE, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.
- 4. <u>Miscellaneous</u>. This Release of Security Interest in Certain Patent Collateral may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Release by facsimile or electronic transmission (including .pdf file) shall be effective as delivery of an original signature.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Release of Security Interest in Certain Patent Collateral as of the day and year first above written.

CORTLAND CAPITAL MARKET SERVICES

LLC, as Collateral Agent

Name:

Title:

Mattlew Trybula

Associate Counsel

[Signature Page to Release of Security Interest in Certain Patent Collateral]

### **APPENDIX A**

## PATENT COLLATERAL

# Issued U.S. Patents of the Grantor

Patent No.	<u>Issue Date</u>	<u>Owner</u>
10986867	Apr 27, 2021	JUUL Labs, Inc.
D960431	Aug 9, 2022	JUUL Labs, Inc.

# Pending U.S. Patent Applications of the Grantor

Application No.	Filing Date	<u>Owner</u>
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.

Appendix A to Release of Security Interest in Certain Patent Collateral

Application No.	Filing Date	<u>Owner</u>
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.

Appendix A to Release of Security Interest in Certain Patent Collateral

PATENT REEL: 061588 FRAME: 0196

**RECORDED: 10/02/2022**