

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7719245

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	SLUIS CIGAR MACHINERY B.V.	12/05/2018
RECEIVING PARTY DATA		
Name:	JT INTERNATIONAL SA	
Street Address:	8 RUE KAZEM RADJAVI	
City:	GENEVA	
State/Country:	SWITZERLAND	
Postal Code:	1202	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	18085115
CORRESPONDENCE DATA		
Fax Number:	(908)654-7866	
<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:	(908) 654-5000	
Email:	assignment@lernerdavid.com	
Correspondent Name:	LERNER, DAVID, LITTENBERG, KRUMHOLZ & MENTLIK, LLP	
Address Line 1:	20 COMMERCE DR.	
Address Line 4:	CRANFORD, NEW JERSEY 07016	
ATTORNEY DOCKET NUMBER:	JTIPAT 3.3F-070 CON CON	
NAME OF SUBMITTER:	LIZ SEMON	
SIGNATURE:	/Liz Semon/	
DATE SIGNED:	12/30/2022	
Total Attachments: 9		
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Date: December 5th, 2010

Sluis Cigar Machinery B.V.

and

JT International S.A.

ASSIGNMENT OF INTELLECTUAL PROPERTY

DATE: December 5th, 2018

PARTIES

- (1) **Sluis Cigar Machinery B.V.**, a company registered before the Chamber of Commerce in the city of Zwolle, Netherlands with registered office is at 45, Constructieweg, 8253 BC Kampen, The Netherlands, and assigned Kvk registration number 05029386 (the "Assignor"); and
- (2) **JT International SA**, a private limited company with limited liability organized and existing under the laws of Switzerland, and registered office address at 8 Rue Kazem Radjevi, 1202 Geneva, Switzerland, and registered with the Commerce Registry of the Canton of Geneva under company number CHE-105.274.050 (the "Assignee").

(individually a "Party", and together the "Parties").

RECITALS

- (A) The Assignor has applied for, and is the owner of, certain Patent Applications (as defined below).
- (B) Pursuant to the Commercial Terms relating to the acquisition of the Patent Applications set forth in the agreement signed by the Parties on 5th October 2018 the Assignor has agreed to enter the Patent Applications into the national phase procedure before the Designated Offices (as defined below) pursuant to Article 39 of the Patent Cooperation Treaty.
- (C) The Assignor has agreed to assign the Patent Applications (as defined below), together with any and all inventions set forth in such Patent Applications, to the Assignee and all its rights, title and interest therein upon the terms and conditions set out in this Agreement.

1. Interpretation

The definitions in this clause apply in this Agreement.

Patent Applications means the applications for grant or issue of a patent listed in Schedule 1 (the "Patent Applications").

Business Day means any day except any Saturday, Sunday, any day that is a legal holiday in Switzerland or the Canton of Genève, or any day on which banking institutions in Switzerland or the Canton of Genève are authorized or required by law or other governmental action to close.

Designated Offices means the European Patent Office (EPO), United States Patent and Trademark office (USPTO), the National Intellectual Property Administration of the People's Republic of China (CNIPA), Japan Patent Office (JPO), Korean Intellectual Property Office (KIPO), Eurasian Patent Organisation (EAPO), and Canadian Intellectual Property Office.

2. Payment

- 2.1 The consideration to be paid by the Assignee to the Assignor for the assignment of rights detailed in clause 3.1 below has been agreed between the Parties in the Commercial Terms relating to the acquisition of the Patent Applications set forth in the agreement signed by the Parties on 5th October 2018.

2.2 All sums payable under this Agreement:

- (a) shall be exclusive of VAT (or any other indirect tax such as: GST, Sales & Use tax, etc.), which shall be added to the consideration if applicable and payable at the same time as the consideration is due to be paid. A valid VAT invoice shall be issued in respect of the transaction covered by the consideration. In the event that VAT is charged in error, a valid VAT credit note or amending invoice should be issued, and the VAT amount will be adjusted correspondingly. If VAT was not charged but subsequently it is found that it should have been charged or VAT is assessed by the relevant tax authority as being due on the consideration, the VAT due upon said consideration will be paid upon presentation of a valid VAT invoice;
- (b) shall be paid in Euros in cash by transferring an amount in aggregate to the following account:

Beneficiary: Sluis Cigar Machinery B.V.

IBAN: NL65DEUT0408308885

Swift Code: DEUTNL2N
- (c) shall be made within ten (10) Business Days of the date of signature by the last Party to sign this Agreement.

3. Assignment

3.1 The Assignor hereby assigns to Assignee, with full title guarantee:

- (a) all of the Assignor's right and title to and interest in any and all inventions set forth in the Patent Applications and the full and exclusive benefit of each of them anywhere in the world;
- (b) all the rights of the Assignor in and to the Patent Applications and in any application for letters patent filed in respect of any inventions set forth in such Patent Applications anywhere in the world;
- (c) the right to apply for and obtain patent or other similar forms of protection in respect of any and all inventions set forth in the Patent Applications anywhere in the world (including the right to make a fresh or new application in respect of any part or parts of the subject matter of the Patent Applications or any application or specification filed in connection with any such inventions or in respect of any additional matter disclosed to any Patent Office);
- (d) any applications for the grant or issue of a patent, issued or granted patent, or other similar forms of protection granted in respect of any inventions set forth in the Patent Applications; and
- (e) the right to recover and take all such proceedings as may be necessary for the recovery of damages or otherwise in respect of all infringements of any patent that grants or issues from the Patent Applications whether

such infringements take place before or after the date of this Assignment.

Promptly following the date of this Agreement, Assignor shall deliver to, or shall procure its' legal representatives to deliver to, the Assignee copies of all documents and materials relating to the Patent Applications that are reasonably required by the Assignee to transfer title of such Patent Applications from the Assignor to the Assignee and to otherwise prosecute the Patent Applications in Assignee's name

- 3.2 To the extent legally permissible, Assignor waives, and agrees to procure that its employees, officers, agents, sub-contractors and advisors waive, in favour of Assignee, any and all moral rights that Assignor or its employees, officers, agents, sub-contractors and advisors has or may have under the applicable laws of any country in the Patent Applications and any invention set forth therein, now or at any time in the future.

4. Undertakings and Warranties

The Assignor hereby warrants that as at the date of this Agreement that:

- 4.1 it is the sole legal and beneficial owner of the Patent Applications together with any and all inventions set forth therein and no licence, assignment or legal or equitable charge has been granted or made in respect of any of them;
- 4.2 it has the right to enter into this Agreement;
- 4.3 it is the registered proprietor of the Patent Applications and holds the Patent Applications free of all liens, charges, encumbrances and other rights of, or obligations owing to, any person;
- 4.4 No person has the right to call for the assignment or grant of a licence to it of any of the Patent Applications under any option or other agreement, nor is there any conditional or unconditional agreement whereby such right may arise;
- 4.5 To the best of its knowledge none of the rights under any of the Patent Applications is being challenged, violated or infringed by any person;
- 4.6 All application, registration and renewal fees in respect of each of the Patent Applications have been paid.
- 4.7 The Assignor does not own or control any rights that may restrict or prohibit the ability of the Assignee to fully exploit and use Patent Applications or any inventions set forth therein.

5. Further Assurance

- 5.1 The Assignor will at the expense of the Assignee execute, sign and do all such instruments, applications, documents, acts and things as may be required by the Assignee to enable the Assignee or its nominee to enjoy the full benefit of the rights hereby assigned and (if so requested by the Assignee) to apply for and obtain any letters patent under the European Patent Convention or other similar

forms of protection in respect of any inventions, or that results from the Patent Applications, in the Designated Countries and to vest the same when obtained in the Assignee or its nominee as the Assignee shall direct.

- 5.2 The Assignor shall notably procure that the Inventor and any necessary third party shall promptly execute such documents and perform such acts as may reasonably be required to give full effect to this Agreement.
- 5.3 The Assignor grants to the Assignee, to the extent necessary, and only that extent, all powers to act in its name and on its behalf to execute documents, use the Assignor's name and do all tasks necessary or desirable to ensure full performance of this Agreement.
- 5.4 The Assignor undertakes to ratify and confirm everything that the Assignee and any substitute attorney does or arranges or purports to do or arrange in good faith in exercise of any power granted under this Clause if required to do so.

6. Proceedings

The Assignor agrees and undertakes to provide the Assignee (at its request) all reasonable assistance with any proceedings which may be brought by or against the Assignee against or by any third party relating to the Patent Applications, and any other rights assigned under this Agreement provided always that the reasonable cost (including legal fees) of any and all such assistance shall be at Assignee's expense.

7. Law and jurisdiction

- 7.1 The Agreement shall be governed by and construed in accordance with the laws of Switzerland. The parties hereto shall do their best efforts to amicably settle any dispute or claim arising out of or in connection with this Agreement, or its subject matter, or formation. In case any dispute is not amicably settled, it shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by 3 (three) arbitrators appointed in accordance with said rules. The place of arbitration shall be Paris, France. The language of arbitration shall be English.
- 7.2 The Parties acknowledge that damages alone may not be adequate remedy for the breach of any of the provisions of this Agreement. Accordingly, and without prejudice to any other rights and remedies it may have, a non-breaching Party shall be entitled to apply for the granting of equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of any of the provisions of this Agreement to any applicable court or tribunal having jurisdiction to grant such relief.

8. Miscellaneous

- 8.1 **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.

- 8.2 **Entire Agreement.** 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 based on any statement in this Agreement.
- 8.3 **Variation.** No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 8.4 **Severance.** 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.

This Agreement has been executed as an assignment agreement by the Parties, through their respective duly authorized representatives, and is delivered and takes effect on the date stated at the beginning of it.

[Signature page follows]

For: The Assignor:

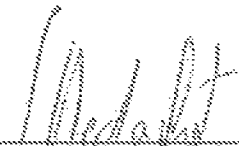
Signature: 

Name: Mr. J.A.J. Slabbe

Title: Managing Director

Date:

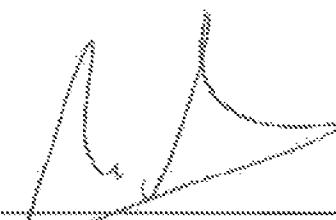
For: The Assignee:

Signature: 

Name: Mr. Stephane Hedarchet

Title: VP Intellectual Property

Date:

Signature: 

Name: Nassar Akel

Title: Legal Director Business Development

Date:

SCHEDULE 1 – The Patent Applications

A. Patent Family #1 (349)

A.1 Netherlands:

NL 2016548 filed 4th April 2016 and published as NL 2016548 B1 on 10th October 2017

A.2 International (PCT):

PCT/NL2017/050200 filed on 4th April 2017 and published as WO 2017/176,113 A1 on 12th October 2017 and which application has entered the National Phase in:

- a. Canada (CA): CA 3020070
- b. China (CN): _____
- c. Eurasia (EA): EA 201602086
- d. Europe (EP): EP 17710152.6
- e. Japan (JP): JP 2018-552281
- f. South Korea (KR): KR 10-2018-7030008
- g. USA (US): US 16/091,416

B. Patent Family #2 (350)

B.1 Netherlands:

NL 2016548 filed 4th April 2016 and published as NL 2016548 B1 on 10th October 2017

B.2 International (PCT):

PCT/NL2017/050205 filed on 3rd April 2017 and published as WO 2017/176,111 A1 on 12th October 2017 and which application has entered the National Phase in:

- a. Canada (CA): CA 3020068
- b. China (CN): _____
- c. Eurasia (EA): EA 201602087
- d. Europe (EP): EP 17710150.0
- e. Japan (JP): JP 2018-552302
- f. South Korea (KR): KR 10-2018-7030017
- g. USA (US): US 16/091,398

Schedule 2 -- List of Documents

Please provide the following documents and information relating to the Patent Applications listed in Schedule 1.

No.	Topic	Description
1.	Patent Applications	In connection with each Patent Application listed in Schedule 1 (as applicable): (i) the description, claims and drawings of each Patent Application; (ii) all communications between Assignor and its legal counsel in connection with the Patent Applications; (iii) all communications between Assignor and/or legal counsel and any national or regional patent office; and (iv) evidence of the filing, response to any action, payment of maintenance fees or other relevant act that is reasonable or necessary to prosecute the Patent Applications before the relevant national or regional patent office.
2.	Disclosed Inventions	All documents referring or relating to inventions or potential inventions comprised in the Patent Applications that have been disclosed to Assignor, as well as any investigations or evaluations of such inventions or potential inventions.
3.	Prior Art Searches	All patent and/or non-patent literature searches performed relating to the Technology, together with any documented conclusions of those searches.
4.	Freedom to Operate	All known prior art relating to any freedom-to-operate evaluation relating to any article incorporating any inventions or potential inventions comprised in the Patent Applications including any relevant public disclosures (e.g., articles submitted by inventors to trade journals, copies of poster presentations, materials presented to potential partners, etc.).
5.	Legal Opinions	Any legal opinions that Assignor (or Assignor investors, or others involved with Assignor) have obtained: a) relating to the scope of the patent claims that may issue for any of the Patent Applications; and/or b) relating to the invalidity or non-infringement of any third-party patents relating to inventions or potential inventions comprised in the Patent Applications.
6.	Invention Assignments	All invention assignment agreements between the Assignor and any inventor that has contributed to, or has otherwise been involved in, the development of any inventions or potential inventions comprised in the Patent Applications, including both confirmatory assignments and employment agreements.

CONFIDENTIAL

- Page 6 of 6 -

Patent Assignment

PATENT

RECORDED: 12/30/2022

REEL: 062253 FRAME: 0548