

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7784530

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Execution Date
VMR PRODUCTS LLC	02/03/2023

**RECEIVING PARTY DATA**

<b>Name:</b>	ALTER DOMUS (US) LLC
<b>Street Address:</b>	225 WEST WASHINGTON STREET
<b>City:</b>	CHICAGO
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606

**PROPERTY NUMBERS Total: 38**

Property Type	Number
Patent Number:	D692615
Patent Number:	D693054
Patent Number:	D736995
Patent Number:	D742063
Patent Number:	D749505
Patent Number:	D750320
Patent Number:	D752278
Patent Number:	D752280
Patent Number:	D763502
Patent Number:	D788697
Patent Number:	D790127
Patent Number:	9781953
Patent Number:	D800383
Patent Number:	D804090
Patent Number:	10039321
Patent Number:	D825835
Patent Number:	D825844
Patent Number:	10085481
Patent Number:	D833064
Patent Number:	D843650

PATENT

Property Type	Number
Patent Number:	D846492
Patent Number:	10653186
Patent Number:	10667561
Patent Number:	D888330
Patent Number:	10701976
Patent Number:	10736359
Patent Number:	10736360
Patent Number:	10779576
Patent Number:	10834970
Patent Number:	10874141
Patent Number:	10893704
Patent Number:	D914273
Patent Number:	10980273
Patent Number:	11051557
Patent Number:	11134722
Application Number:	17095567
Application Number:	17366357
Application Number:	17885693

**CORRESPONDENCE DATA**

**Fax Number:** (212)735-2000

*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.*

**Phone:** 2127352811

**Email:** mribando@skadden.com

**Correspondent Name:** SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

**Address Line 1:** ONE MANHATTAN WEST

**Address Line 2:** MONIQUE L. RIBANDO

**Address Line 4:** NEW YORK, NEW YORK 10001-8602

<b>ATTORNEY DOCKET NUMBER:</b>	226920/2
<b>NAME OF SUBMITTER:</b>	BRIANNA VAN KAN
<b>SIGNATURE:</b>	/s/ Brianna van Kan
<b>DATE SIGNED:</b>	02/07/2023

**Total Attachments: 7**

- source=JUUL - VMR Patent Security Agreement (Term Loan) - Executed 2.3.23#page1.tif
- source=JUUL - VMR Patent Security Agreement (Term Loan) - Executed 2.3.23#page2.tif
- source=JUUL - VMR Patent Security Agreement (Term Loan) - Executed 2.3.23#page3.tif
- source=JUUL - VMR Patent Security Agreement (Term Loan) - Executed 2.3.23#page4.tif
- source=JUUL - VMR Patent Security Agreement (Term Loan) - Executed 2.3.23#page5.tif
- source=JUUL - VMR Patent Security Agreement (Term Loan) - Executed 2.3.23#page6.tif



## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Agreement"), dated as of February 3, 2023, is made by VMR PRODUCTS LLC, a Florida limited liability company (the "Grantor"), in favor of ALTER DOMUS (US) LLC, as administrative agent (together with its successors and assigns, in such capacity, the "Agent") for the ratable benefit of the Lenders party from time to time to the Credit Agreement (as defined below).

WHEREAS, the Agent is a party to the Credit Agreement, dated as of September 30, 2022 (as amended, modified, renewed, extended or amended, restated, or replaced from time to time, the "Credit Agreement") by and among JUUL Labs, Inc. ("Borrower"), the Lenders party thereto and the Agent.

WHEREAS, Borrower is a member of an affiliated group of companies that includes Grantor, and as a condition precedent to the Agent's obligations under the Credit Agreement and pursuant to that certain Assumption Agreement, dated as of the date hereof (the "Assumption Agreement"), by Grantor in favor of the Agent, Grantor is a party to that certain Guarantee and Security Agreement dated as of September 30, 2022 (as amended, modified, renewed, extended or amended, restated, or replaced from time to time, the "Security Agreement") by and among Borrower, Grantor, certain other grantors from time to time party thereto and the Agent.

WHEREAS, under the terms of the Assumption Agreement and the Security Agreement, the Grantor has granted to the Agent, for the benefit of the Secured Parties, a security interest in, among other property, intellectual property of the Grantor, and has agreed to execute and deliver this Patent Security Agreement for recording with the United States Patent and Trademark Office ("USPTO").

Accordingly, the parties hereto agree as follows:

### SECTION 1 Definitions: Interpretation.

(a) Terms Defined in the Credit Agreement. All capitalized terms used in this Agreement (including in the recitals hereof) and not otherwise defined herein shall have the respective meanings assigned to such terms in the Credit Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Patent Collateral" has the meaning set forth in Section 2.

"Patent Security Agreement" has the meaning set forth in Section 5.

(c) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the respective meanings assigned to such terms in the UCC; provided, however, that to the extent that the UCC is used to define any term herein and such term is defined differently in different Articles of the UCC, the definition of such term contained in Article 9 shall govern.

(d) Interpretation. The rules of interpretation set forth in the Credit Agreement shall be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2            Security Interest.

(a)     Grant of Security Interest. As security for the complete payment and performance of the Secured Obligations (whether at the stated maturity, by acceleration or otherwise), the Grantor hereby grants to the Agent for the ratable benefit of the Secured Parties, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which the Grantor now has or hereafter owns, acquires or develops an interest and wherever located; provided, however, that the foregoing shall not include any Excluded Assets (as defined in the Guarantee and Security Agreement) (collectively, the "Patent Collateral"):

(i)     all issued and applied-for patents (including such United States issued and applied-for patents) that are set forth in Schedule A hereto; and

(ii)    all reissues, divisions, continuations, continuations-in-part, renewals and extensions thereof.

SECTION 3            Supplement to Loan Documents. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Loan Documents and in the event of any inconsistency between the terms and provisions of this Agreement and the Loan Documents, the terms and provisions of the Loan Documents shall control. The Grantor acknowledges that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Loan Documents (other than this Agreement) and all such rights and remedies are cumulative.

SECTION 4            Further Assurances. To the extent required under the Loan Documents, upon the request of the Agent, the Grantor shall promptly take such further action (other than making filings with the USPTO, which are addressed in the second sentence of this Section 4) and execute all such additional documents and instruments in connection with this Agreement as the Agent in its reasonable discretion may deem necessary or advisable to enable the Agent to exercise and enforce its rights and remedies hereunder with respect to the Patent Collateral, including any documents for filing with the USPTO. Grantor shall, at its own expense, file and record in the proper filing and recording places this Agreement with the USPTO.

SECTION 5            Agent's Duties. Notwithstanding any provision contained in this Agreement, the Agent shall have no duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to the Grantor or any other Person for any failure to do so or delay in doing so. Except for and the accounting for moneys actually received by the Agent hereunder, the Agent shall have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Patent Collateral.

SECTION 6            Termination. This Agreement and the security interest granted herein shall terminate in accordance with the terms of the Guarantee and Security Agreement or the Credit Agreement, as applicable.

SECTION 7            No Waiver. Any forbearance or failure or delay by the Agent in exercising any right, power or remedy hereunder shall not be deemed a waiver thereof and any single or partial exercise of any right, power or remedy shall not preclude the further exercise thereof. No waiver shall be effective unless it is in writing and signed by an officer of the Agent.

SECTION 8            Recordation. The Grantor hereby authorizes and requests that the Commissioner for Patents record this Agreement with the USPTO.

SECTION 9 Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Grantor, the Agent and their respective successors and assigns and shall bind any Person who becomes bound as a debtor to this Agreement.

SECTION 10 Governing Law. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

SECTION 11 Entire Agreement; Amendment. This Agreement and the other Loan Documents contain the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the written agreement of the parties as provided in Section 10.1 of the Credit Agreement.

SECTION 12 Severability. If any provision of this Agreement shall be determined to be illegal or unenforceable, all other provisions hereof nevertheless shall be effective.

SECTION 13 Counterparts. The Grantor and the Agent may execute one or more counterparts to this Agreement, each of which shall be deemed an original, but taken together, shall be one and the same agreement. The delivery of an executed counterpart of a signature page of this Agreement by facsimile transmission or other electronic mail transmission or format (e.g., "pdf" or "tif") shall be effective as the delivery of an original executed counterpart of this Agreement. Each of the parties hereto agrees and acknowledges that (i) the transaction consisting of this Agreement may be conducted by electronic means, (ii) it is such party's intent that, if such party signs this Agreement using an electronic signature, it is signing, adopting and accepting this Agreement and that signing this Agreement using an electronic signature is the legal equivalent of having placed its handwritten signature on this Agreement on paper and (iii) it is being provided with an electronic or paper copy of this Agreement in a usable format.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

**GRANTOR:**

**VMR PRODUCTS LLC**

By: 

Name: Elaine Paik

Title: Assistant Treasurer

**AGENT:**

**ALTER DOMUS (US) LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

**GRANTOR:**

**VMR PRODUCTS LLC**

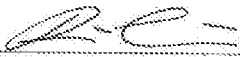
By: \_\_\_\_\_

Name: Elaine Paik

Title: Assistant Treasurer

**AGENT:**

**ALTER DOMUS (US) LLC**

By:  \_\_\_\_\_

Name: Pinju Chiu

Title: Associate Counsel



## SCHEDULE A

### Issued U.S. Patents of the Grantor

Patent No.	Issue Date	Owner
D692615	Oct 29, 2013	VMR Products LLC
D693054	Nov 5, 2013	VMR Products LLC
D736995	Aug 18, 2015	VMR Products LLC
D742063	Oct 27, 2015	VMR Products LLC
D749505	Feb 16, 2016	VMR Products LLC
D750320	Feb 23, 2016	VMR Products LLC
D752278	Mar 22, 2016	VMR Products LLC
D752280	Mar 22, 2016	VMR Products LLC
D763502	Aug 9, 2016	VMR Products LLC
D788697	Jun 6, 2017	VMR Products LLC
D790127	Jun 20, 2017	VMR Products LLC
9781953	Oct 10, 2017	VMR Products LLC
D800383	Oct 17, 2017	VMR Products LLC
D804090	Nov 28, 2017	VMR Products LLC
10039321	Aug 7, 2018	VMR Products LLC
D825835	Aug 14, 2018	VMR Products LLC
D825844	Aug 14, 2018	VMR Products LLC
10085481	Oct 2, 2018	VMR Products LLC
D833064	Nov 6, 2018	VMR Products LLC
D843650	Mar 19, 2019	VMR Products LLC
D846492	Apr 23, 2019	VMR Products LLC
10653186	May 19, 2020	VMR Products LLC
10667561	Jun 2, 2020	VMR Products LLC
D888330	Jun 23, 2020	VMR Products LLC
10701976	Jul 7, 2020	VMR Products LLC
10736359	Aug 11, 2020	VMR Products LLC
10736360	Aug 11, 2020	VMR Products LLC
10779576	Sep 22, 2020	VMR Products LLC
10834970	Nov 17, 2020	VMR Products LLC
10874141	Dec 29, 2020	VMR Products LLC
10893704	Jan 19, 2021	VMR Products LLC
D914273	Mar 23, 2021	VMR Products LLC
10980273	Apr 20, 2021	VMR Products LLC
11051557	Jul 6, 2021	VMR Products LLC
11134722	Oct 5, 2021	VMR Products LLC

### Pending U.S. Patent Applications of the Grantor

Application No.	Filing Date	Owner
17/095,567	Nov 11, 2020	VMR Products LLC
17/366,357	Jul 2, 2021	VMR Products LLC
17/885,693	Aug 11, 2022	VMR Products LLC

Schedule A-2

**RECORDED: 02/07/2023**

**PATENT**  
**REEL: 062618 FRAME: 0487**