

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7835408

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	NERUDIA LIMITED	11/23/2022
RECEIVING PARTY DATA		
Name:	IMPERIAL TOBACCO LIMITED	
Street Address:	121 WINTERSTOKE ROAD	
City:	BRISTOL	
State/Country:	UNITED KINGDOM	
Postal Code:	BS3 2LL	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16648483
CORRESPONDENCE DATA		
Fax Number:	(206)332-7198	
<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:	310-788-3267	
Email:	patentprocurement@perkinscoie.com	
Correspondent Name:	KENNETH H. OHRINER	
Address Line 1:	P.O. BOX 1247	
Address Line 4:	SEATTLE, WASHINGTON 98111-1247	
ATTORNEY DOCKET NUMBER:	111971.8601.US00	
NAME OF SUBMITTER:	AMY CANDELORO	
SIGNATURE:	/Amy Candeloro/	
DATE SIGNED:	03/08/2023	
Total Attachments: 8		
source=2023-03-08 Assignment to Imperial Tobacco [execution date 2022-11-23] 111971.8601.US00#page1.tif		
source=2023-03-08 Assignment to Imperial Tobacco [execution date 2022-11-23] 111971.8601.US00#page2.tif		
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source=2023-03-08 Assignment to Imperial Tobacco [execution date 2022-11-23] 111971.8601.US00#page6.tif		

EXECUTION VERSION

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY

DATED 23 NOVEMBER 2022

NERUDIA LIMITED

and

IMPERIAL TOBACCO LIMITED

ALLEN & OVERY

Allen & Overy LLP

0051667-0000444 UKO3: 2005406667.1

PATENT
REEL: 062924 FRAME: 0601

THIS DEED is dated 23 November 2022

BETWEEN:

- (1) **NERUDIA LIMITED**, (registered number 08815467) whose registered office is at Wellington House Physics Road, Speke, Liverpool, Merseyside, L24 9HP (**Assignor**); and
- (2) **IMPERIAL TOBACCO LIMITED**, (registered number 01860181) whose registered office is at 121 Winterstoke Road, Bristol, England, BS3 2LL (**Assignee**).

BACKGROUND

- (A) By an agreement dated 23 November 2022 between the Assignor and the Assignee (the **SBA**), the Assignor has agreed to sell and the Assignee has agreed to purchase the Business, (as defined in the **SBA**), including the Assigned Intellectual Property Rights (as defined below).
- (B) The Assignor is the owner of the Assigned Intellectual Property Rights.
- (C) In connection with the **SBA**, the Assignor has agreed to assign to the Assignee the Assigned Intellectual Property Rights on the terms set out in this deed.

IT IS AGREED:

1. In this deed:

Assigned Designs means the design rights set out in Schedule 4;

Assigned Domain Names means the domain names set out in Schedule 3;

Assigned Intellectual Property Rights means all Intellectual Property Rights owned by the Assignor, including in relation to the Assigned Trade Marks, Assigned Patents, Assigned Designs and the Assigned Domain Names;

Assigned Patents means the utility models, patents and patent applications listed in Schedule 2 and, in each case, any and all applications from which they are derived; and

Assigned Trade Marks means the registered trade marks and trade mark applications listed in Schedule 1;

Intellectual Property Rights means:

- (a) patents, utility models and rights in inventions;
- (b) trade marks, service marks, rights in logos, trade names, rights in each of get-up and trade dress, rights to sue for passing off (including trade mark-related goodwill), rights to sue for unfair competition, and domain names;
- (c) copyright, moral rights, database rights, know-how, rights in designs, and topography rights;
- (d) any other intellectual property rights; and
- (e) all rights or forms of protection, subsisting now or in the future, having equivalent or similar effect to the rights referred to in paragraphs (a) to (d) above,

in each case: (i) anywhere in the world; (ii) whether unregistered or registered (including, for any of them, all applications, rights to apply, rights to prosecute and obtain grant from applications, and Rights to Claim Priority) and (iii) including, in respect of any of them, all divisionals, continuations, continuations-in-part, reissues, extensions, re-examinations and renewals; and

Right to Claim Priority means, in respect of any Intellectual Property Rights, the rights to claim priority for such rights, including the right (where applicable) to file applications (including under the Paris Convention, European Patent Convention or Patents Act 1977) corresponding to or based on any of the applications for the Assigned Patents, Assigned Designs or Assigned Trade Marks, and to claim priority from those applications and/or their priority applications; and

SBA has the meaning set out in Recital (A).

2. The Assignor hereby assigns to the Assignee all of its right, title and interest in the Assigned Intellectual Property Rights, including:
 - (a) all goodwill owned by that Assignor attaching to the Assigned Trade Marks and to that part of that Assignor's business that relates to the goods or services for which the Assigned Trade Marks are registered or used (but no other goodwill);
 - (b) the Right to Claim Priority;
 - (c) the right to any royalties, fees or other sums owed to the Assignor in respect of the use of the Assigned Intellectual Property Rights, including under any licence agreement entered into by the Assignor; and
 - (d) all rights and benefits relating to the Assigned Intellectual Property Rights, including to the extent held by that Assignor, the right to bring, make, oppose, defend and appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) and damages in respect of any infringement or any other cause of action (including, in respect of the Assigned Trade Marks, passing-off) arising from ownership of any of the Assigned Intellectual Property Rights in which that Assignor has right, title and interest, whether occurring before, on or after the date of this deed.
3. The Assignor agrees, at the request of the Assignee, to provide all reasonable assistance to the Assignee in connection with bringing or defending any proceedings in relation to the Assigned Intellectual Property Rights, until all Assigned Intellectual Property Rights are recorded at the applicable registries of intellectual property (or the applicable domain name registries in respect of the Assigned Domain Names) in the name of the Assignee.
4. The Assignor undertakes, at the request of the Assignee, to sign or procure the execution of any documents and to do all other things which are necessary to give effect to this deed as soon as reasonably practicable after the date of this deed, including: (i) to enable the Assignee to fulfil all relevant national registry requirements for the recordal of the assignment of the Assigned Intellectual Property Rights in all applicable registries; and (ii) to comply with the applicable registry formalities to effect the transfer of each Assigned Domain Name.
5. The Assignor hereby designates the Assignee as the Assignor's agent, and hereby grants to the Assignee a power of attorney with full power of substitution, which power of attorney shall be deemed coupled with an interest, for the purpose of executing the documents and/or taking the actions referred to in clause 4 and otherwise as may be required to give effect to this deed.
6. The Assignor shall transfer to the Assignee (or to a nominee appointed by the Assignee) all records, data and information (in any medium) which are in the Assignor's possession, power or control (or

those of its professional advisers and agents) and which relate to the Assigned Intellectual Property Rights as soon as reasonably possible after the date of this deed.

7. This deed may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same agreement, and any party (including any duly authorised representative of a party) may enter into this deed by executing a counterpart.
8. This deed and any dispute or claim (including any non-contractual obligations disputes or claims) arising out of or in connection with it shall be governed by English law.
9. The English courts have exclusive jurisdiction to settle any dispute, claim, difference or controversy arising out of, relating to or having any connection with this deed, including any dispute as to its existence, validity, interpretation, performance, breach or termination or the consequences of its nullity and any dispute relating to any non-contractual obligations arising out of or in connection with it, and the Assignor and Assignee submit to the exclusive jurisdiction of the English courts.

SCHEDULE 2

ASSIGNED PATENTS

Patent Ref	Title	Jurisdiction Name	Application Number	Application Date	Granted Right Number	Grant Date
P00100 GB	AEROSOL DELIVERY SYSTEM	United Kingdom	1706593.9	25/04/2017	2561867	07/04/2021
P00023 GB	DEVICE AND SYSTEM	United Kingdom	1614518.7	25/08/2016	2553136	16/09/2020
P00028 GB	A DISPENSER FOR DISPENSING A LIQUID FOR A SUBSTITUTE SMOKING DEVICE	United Kingdom	1520271.6	17/11/2015	2544493	17/06/2020
P00035-2 GB	CONTAINER	United Kingdom	1619395.5	16/11/2016	2544654	21/11/2018
P00047-2 GB	DISPENSE TIP AND DISPENSER APPARATUS	United Kingdom	1619830.1	23/11/2016	2556898	15/12/2021
P00001-1 GB	A DISPENSER	United Kingdom	1521722.7	15/12/2014	2545234	12/12/2018
P00001-1 EP	A DISPENSER	European Patent	15808641.3	14/12/2015	-	-
P00001 EP	A DISPENSER	European Patent	15808642.1	14/12/2015	3233653	04/08/2021
P00001 RU	A DISPENSER	Russian Federation	2017123080	14/12/2015	2737876	04/12/2020
P00001-1 RU	A DISPENSER	Russian Federation	2017123286	14/12/2015	2719613	21/04/2020
P00053 GB	CONTAINER ASSEMBLY, CONTAINER AND CLOSURE	United Kingdom	1700949.9	19/01/2017	2560690	16/09/2020
P00001 GB	A DISPENSER	United Kingdom	1422317.6	15/12/2014	2535687	05/06/2019
P00030 GB	AEROSOL DELIVERY SYSTEM	United Kingdom	1603418.3	26/02/2016	2547699	22/09/2021
P00001-1 US	DISPENSER	United States of America	14/969308	15/12/2015	9932139	03/04/2018
P00035 US	DISPENSER	United States of America	15/254177	17/11/2016	11224706	18/01/2022
P00001-1 JP	A DISPENSER	Japan	2017-533505	14/12/2015	6713999	08/06/2020
P00052 GB	Valve assembly and dispenser	United Kingdom	1701693.2	01/02/2017	2560693	20/11/2019
P00035-2 HK	CONTAINER	Hong Kong	17111982.8	16/11/2016	HK1237605	15/11/2019

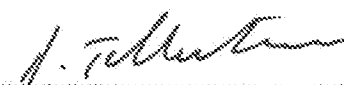
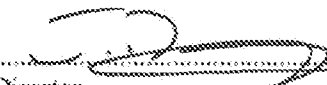
Patent Ref	Title	Jurisdiction Name	Application Number	Application Date	Granted Right Number	Grant Date
P00523 US	SMOKING SUBSTITUTE DEVICE HAVING A LIQUID IMPERMEABLE FILTER BETWEEN THE MOUTHPIECE AND THE LIQUID TANK	United States of America	17/086944	02/11/2020	-	-
P00679 US	CONSUMABLE FOR SMOKING SUBSTITUTE DEVICE	United States of America	17/087130	01/05/2019	-	-
P00623 US	AEROSOL DELIVERY DEVICE	United States of America	17/211422	24/03/2021	-	-
P00546 US	A CONSUMABLE FOR A SMOKING SUBSTITUTE DEVICE	United States of America	16/951033	17/05/2019	-	-
P00164 US	A METHOD FOR MANUFACTURING RECONSTITUTED PLANT MATERIAL CONSUMABLE FOR A SMOKING SUBSTITUTE DEVICE	United States of America	17/126404	18/12/2020	-	-
P00752 US	REFILL DEVICE FOR AEROSOL DELIVERY DEVICE	United States of America	17/201444	15/03/2021	-	-
P00950 US	AEROSOL DELIVERY DEVICE	United States of America	17/533736	23/11/2021	-	-
P01051 US	SMOKING SUBSTITUTE DEVICE	United States of America	17/533526	23/11/2021	-	-
P00977 US	A SMOKING SUBSTITUTE DEVICE	United States of America	17/389754	17/01/2020	-	-
P00866 US	SMOKING SUBSTITUTE DEVICE	United States of America	17/406769	19/08/2021	-	-
P00952 US	SMOKING SUBSTITUTE CONSUMABLE	United States of America	17/407858	29/08/2021	-	-
P00551 US	AEROSOL DELIVERY SYSTEM	United States of America	17/478574	17/09/2021	-	-
P00557 US	AEROSOL DELIVERY SYSTEM	United States of America	17/479840	20/09/2021	-	-
P00555 US	AEROSOL DELIVERY SYSTEM	United States of America	17/476088	15/09/2021	-	-
P00031 US	DEVICE AND UNIT	United States of America	16/648483	21/09/2018	-	-
P00140 US	A SUBSTITUTE SMOKING CONSUMABLE	United States of America	16/946282	15/06/2020	-	-

This deed has been executed as a deed and is delivered on the date which appears first on page 1.

EXECUTED as a deed by NERUDIA
LIMITED

acting by DAVID TILLEKERATNE

and JOHN DOWNING

)
)
)
) 
)
) Director
)
)
) 
)
) Director


in the presence of

Witness's Signature

Name:

Occupation:

Address:


.....
EDWARD KELLY
.....
LEGAL ASSISTANT
.....
AURORA BUILDING
.....
CANTERLIP, BRISTOL BS1 6BX, UK
.....

