# PATENT ASSIGNMENT COVER SHEET

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| SUBMISSION TYPE:      | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT     |

#### **CONVEYING PARTY DATA**

| Name                   | Execution Date |
|------------------------|----------------|
| FUMA INTERNATIONAL LLC | 08/11/2023     |

## **RECEIVING PARTY DATA**

| Name:           | NJOY, LLC        |
|-----------------|------------------|
| Street Address: | 9977 N. 90TH ST. |
| City:           | SCOTTSDALE       |
| State/Country:  | ARIZONA          |
| Postal Code:    | 85258            |

## **PROPERTY NUMBERS Total: 1**

| Property Type  | Number  |
|----------------|---------|
| Patent Number: | 8897628 |

### **CORRESPONDENCE DATA**

Fax Number:

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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Correspondent Name: HARNESS, DICKEY & PIERCE, P.L.C. Address Line 1: 12950 WORLDGATE DR, SUITE 750

Address Line 4: HERNDON, VIRGINIA 20170

| ATTORNEY DOCKET NUMBER: | 24000FM-000001-US-CPA |  |
|-------------------------|-----------------------|--|
| NAME OF SUBMITTER:      | GARY D. YACURA        |  |
| SIGNATURE:              | /Gary D. Yacura/      |  |
| DATE SIGNED:            | 08/17/2023            |  |

# **Total Attachments: 4**

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PATENT 508071346 REEL: 064618 FRAME: 0740

#### EXHIBIT A

# **Patent Assignment**

Fuma International LLC, a limited liability company having a principal place of business at 879 S Progress Drive, Medina, Ohio, United States ("<u>Assignor</u>") is the sole owner of the Patents and Patent Applications (each as defined below); and

NJOY, LLC, a limited liability company with an office at 9977 N 90th St, Scottsdale, Arizona, United States ("Assignee") desires to acquire all right, title and interest in the Patents, Patent Applications and the other patents and related rights described below.

The Assignor and Assignee are parties to that certain Patent Purchase Agreement dated of even date herewith (the "Purchase Agreement").

Whereas, under the terms of the Purchase Agreement, Assignor has agreed to execute and deliver this Patent Assignment, to convey, transfer, and assign to Assignee the Patents, Patent Applications, other patents and related rights described below, and for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

For good and valuable consideration, the receipt of which is hereby acknowledged, and to confirm the transactions effected by the Purchase Agreement, Assignor does hereby sell, assign, transfer and convey to Assignee and its successors and assigns all worldwide right, title and interest that may exist today and in the future to:

- (1) (a) U.S. Patent Nos. 8,897,628 (the "628 Patent"), (b) 9,532,604 (the "604 Patent"), (c) 10,334, 881 (the "881 Patent"), and (d) 11,497,864 (the "864 Patent") (collectively, the "Patents");
- (2) any and all applications that claim priority to the 628 Patent, 604 Patent, 881 Patent, or 864 Patent or to which such patents claim priority (collectively the "**Priority Applications**") and any patents issued thereon;
- any and all divisionals, continuations, continuations-in-part, reexaminations, foreign counterparts, parents or substitutions of any of the Patents or the Priority Applications and any patents granted thereon, and any reissue or extensions of any of the foregoing and any patents or patent applications whose priority is based upon or in common with any of the foregoing;
- (4) any inventions, invention disclosures, discoveries and other items described, disclosed or claimed in the items covered by (1), (2) or (3) above, and all other rights arising out of such inventions, invention disclosures, discoveries and other items, worldwide, whether any patent applications have been filed or any patents have issued on such inventions, invention disclosures, and/or discoveries and whether or not claims related to any of the foregoing have been rejected, withdrawn, cancelled, abandoned or the like;
- (5) any and all patents that issue from any of the items covered by (1), (2) or (3) and (4)

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above;

- (6) any and all claims, causes of action and enforcement rights of any kind, whether currently pending, filed or otherwise, and whether known or unknown, under or arising from any of the items covered by (1) through (5) above, including without limitation all causes of action and other enforcement rights for damages, injunctive relief, or any other remedies of any kind for past, current and future infringement, misappropriation of violation of rights and all rights to sue for any of the foregoing and including rights afforded under 35 U.S.C. § 154(d) and similar provisions under foreign law;
- (7) any and all rights to apply for, file, register, maintain, extend and renew in any or all countries of the world patents, certificates of invention, utility models, industrial design protection, design patent protection and other governmental grants or issuances of any kind related to any of the items covered by (1) through (6) above;
- (8) all rights to collect past and future royalties and other payments under, on account of, or related to any of the items covered by (1) through (7) above; and
- (9) all other rights and interests worldwide, arising out of, in connection with or in relation to the Patents, Patent Applications or any of the other items covered by (1) through (8) above.

Following the date hereof, upon Assignee's written request, and at Assignor's sole cost and expense, Assignor shall provide such cooperate and assistance to Assignee and its successors, assigns and legal representatives, execute and deliver any instruments, and do and perform any other acts and things as in each case may be reasonably necessary or desirable for effecting and evidencing the assignments contemplated hereby and to maintain, enforce and exploit the Patents, Patent Applications, other patents and other rights described in (1) through (9) above (collectively, the "Assigned Rights"), including without limitation the execution, acknowledgment and recordation of any instruments.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks and any other patent office to issue any and all patents, utility models or other governmental grants or issuances pertaining to any of the items assigned hereunder in the name of Assignee.

The assignments and rights pursuant hereto will inure to the benefit of Assignee and its successors, assigns and other legal representatives and is binding upon Assignor and its successors, assigns, heirs and legal representatives.

The Parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Rights. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern. Notwithstanding the foregoing, Assignor hereby represents that Assignor has full right and authority to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

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This Patent Assignment may be executed in two or more counterparts, all of which, taken together, are one and the same instrument. The Parties agree that either hand-signed (so-called "wet-ink") or electronic signatures shall each be deemed original signatures for purposes of this Agreement.

This Patent Assignment shall be governed by and construed in accordance with the internal laws of the State of Virginia without giving effect to any choice or conflict of law provision or rule (whether of the State of Virginia or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Virginia.

Assignor, by its duly authorized representative, has executed this assignment on the date set forth below.

| DATE: $\bigcirc 8/11$ , 20 $\bigcirc 2$  | Gregory D. Conkey  |
|--|--|
|  | By: Printed/Typed Name   |
|  | Title: President   |
|  | Muyay O. Comby   |
| STATE OF <u>Ghio</u> ) COUNTY OF Medina  | ss.  |
| acknowledged the signing of the foregoing  | n to me to be the person aforesaid, who duly instrument to be his or her voluntary act and deed,  did execute the same for the |
| WITNESS my hand and official seal. (Seal)  | Notary Public in and for the state of Chic   |
| MARK BORKOWSKI  * Notary Public, State of Ohio  My Comm. Expires January 14 2026 | My appointment expires on: a 14 base   |
| ・アステ等線で多数を必ずためた。   |  |

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| ACCEPTED:                    |        |                                       |
|------------------------------|--------|---------------------------------------|
| DATE: <u>August 11</u> , 202 | 3 NJOY | T, LLC                                |
|                              | Ву:    | Shannon M. Leistra Printed/Typed Name |
|                              | Title: | President and Chief Executive Officer |
|                              | Sha    | unon Listra<br>B20905F8473            |

**RECORDED: 08/17/2023** 

PATENT REEL: 064618 FRAME: 0744