

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8139090

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:	ENGLAND	
Postal Code:	BS3 2LL	
PROPERTY NUMBERS Total: 3		
Property Type	Number	
Patent Number:	9932139	
Patent Number:	11224706	
Patent Number:	11406775	
CORRESPONDENCE DATA		
Fax Number:	(202)747-1901	
<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:	(858) 720-8900	
Email:	DMIPDocketing@sheppardmullin.com, STrader@sheppardmullin.com	
Correspondent Name:	SHEPPARD MULLIN RICHTER & HAMPTON LLP	
Address Line 1:	650 TOWN CENTER DRIVE	
Address Line 2:	4TH FLOOR	
Address Line 4:	COSTA MESA, CALIFORNIA 92626	
ATTORNEY DOCKET NUMBER:	59JX-265054	
NAME OF SUBMITTER:	SUSAN TRADER	
SIGNATURE:	/Susan Trader/	
DATE SIGNED:	08/29/2023	
Total Attachments: 8		
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EXECUTION VERSION

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY

DATED 23 NOVEMBER 2022

NERUDIA LIMITED

and

IMPERIAL TOBACCO LIMITED

ALLEN & OVERY

Allen & Overy LLP

0051867-0000444 UKO3: 2005406957.1

PATENT
REEL: 064736 FRAME: 0150

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	15/354177	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

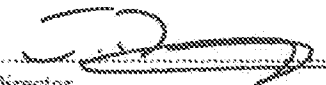
Patent Ref	Title	Jurisdiction Name	Application Number	Application Date	Granted Right Number	Grant Date
P00001-1	A DISPENSER	Hong Kong	17113096.7	15/12/2014	HK1242287	07/02/2020
P00030 HK	SYSTEM, APPARATUS AND METHOD	Hong Kong	18100860.7	26/02/2016	1241232	08/04/2022
P00100-2 GB	AEROSOL DELIVERY SYSTEM	United Kingdom	1802836.5	22/02/2018	2561953	03/03/2021
P00100-3 GB	AEROSOL DELIVERY SYSTEM	United Kingdom	1802837.3	22/02/2018	2561954	03/02/2021
P00100-4 GB	AEROSOL DELIVERY SYSTEM	United Kingdom	1802840.7	22/02/2018	2561955	17/02/2021
P00100-5 GB	AEROSOL DELIVERY SYSTEM	United Kingdom	1802842.3	22/02/2018	2561956	12/08/2020
P00100-6 GB	AEROSOL DELIVERY SYSTEM	United Kingdom	1802843.1	22/02/2018	2561957	17/02/2021
P00100-7 GB	AEROSOL DELIVERY SYSTEM	United Kingdom	1802844.9	22/02/2018	2561958	10/02/2021
P00100-8 GB	AEROSOL DELIVERY SYSTEM	United Kingdom	1802845.6	22/02/2018	2561959	03/03/2021
P00013 EP	INHALER APPARATUS	European Patent	16758250.1	25/08/2016	3341060	13/04/2022
P00013 US	INHALER APPARATUS	United States of America	15/755241	25/08/2016	11406775	09/08/2022
P00035 RU	REFILL DISPENSER FOR REFILLING A CARTRIDGE OF AN E-CIGARETTE	Russian Federation	2018121815	25/10/2016	2721206	18/05/2020
P00030 EP	AEROSOL DELIVERY SYSTEM	European Patent	17706860.8	15/02/2017	3419705	12/02/2020
P00030 US	SYSTEM AND APPARATUS FOR AEROSOL DELIVERY AND METHODS OF MANUFACTURING	United States of America	16/080160	15/02/2017	-	-
P00030 KR	SYSTEM, APPARATUS AND METHOD	South Korea	10-2018-7027767	15/02/2017	-	-
P00550 EP	AEROSOL DELIVERY SYSTEM	European Patent	19164426.9	21/03/2019	-	-
P00558 EP	AEROSOL-GENERATION APPARATUS AND AEROSOL DELIVERY SYSTEM	European Patent	19164453.3	21/03/2019	-	-
P00814 EP	AEROSOL DELIVERY DEVICE	European Patent	19176375.4	24/05/2019	-	-
P00827 EP	SMOKING SUBSTITUTE SYSTEM	European Patent	19020188.9	22/03/2019	-	-
P00745 EP	Smoking substitute system	European Patent	19020140.0	22/03/2019	-	-
P00841 EP	SMOKING SUBSTITUTE SYSTEM	European Patent	19020191.3	22/03/2019	-	-
P00743 EP	SMOKING SUBSTITUTE SYSTEM	European Patent	19020149.1	22/03/2019	-	-
P00661 EP	CLEANING CAPSULE FOR A SMOKING SUBSTITUTE DEVICE	European Patent	19020163.2	22/03/2019	-	-
P00817 EP	SMOKING SUBSTITUTE SYSTEM	European Patent	19020195.4	22/03/2019	-	-

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

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) 
)
) Director
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) Director

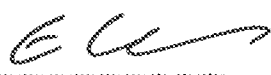
in the presence of

Witness's Signature

Name:

Occupation:

Address:


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

[Signature page to Nerudia - ITL IP Assignment Deed]

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son, son,

[Signature]

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EDWARD KELLY

LEGAL ASSISTANT

AURORA BUILDING

COUNTERSLIP, BRISTOL BS1 6BX, UK

PATENT