PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT8283793

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY INTEREST ASSIGNMENT AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
SEVENTH AVENUE INVESTMENTS, LLC, AS THE PRIOR COLLATERAL AGENT	11/17/2023

RECEIVING PARTY DATA

Name:	ACQUIOM AGENCY SERVICES LLC, AS THE SUCCESSOR COLLATERAL AGENT
Street Address:	950 17TH STREET, SUITE 1400
City:	DENVER
State/Country:	COLORADO
Postal Code:	80202

PROPERTY NUMBERS Total: 12

Property Type	Number
Patent Number:	10863769
Patent Number:	9980522
Patent Number:	9974339
Application Number:	16362206
Application Number:	16758240
Application Number:	63189532
Application Number:	29794770
Intl Reg Number:	DM/711234
Intl Reg Number:	DM/711235
Intl Reg Number:	DM/758861
Intl Reg Number:	DM/762112
Intl Reg Number:	DM/776869

CORRESPONDENCE DATA

Fax Number: (212)836-6637

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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Address Line 4: NEW YORK, NEW YORK 10019-9710

ATTORNEY DOCKET NUMBER:	1102582.00035.05948
NAME OF SUBMITTER:	PAUL J. SOMELOFSKE
SIGNATURE:	/Paul J. Somelofske/
DATE SIGNED:	11/17/2023

Total Attachments: 9

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PATENT SECURITY INTEREST ASSIGNMENT AGREEMENT

THIS PATENT SECURITY INTEREST ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of this 17th day of November, 2023, by SEVENTH AVENUE INVESTMENTS, LLC, ("Seventh Avenue"), as the prior collateral agent under the Patent Security Agreement (as defined below) and the Pledge and Security Agreement (as defined below) (in such capacity, "Assignor"), in favor of ACQUIOM AGENCY SERVICES LLC, as the successor collateral agent (in such capacity, "Assignee").

WITNESSETH

WHEREAS, Slang Worldwide, Inc., a company incorporated under the Canada Business Corporations Act ("Slang"), National Concessions Group, Inc., a Colorado corporation ("Grantor"), the other subsidiaries of Slang from time to time party thereto (collectively with Slang and the Grantor, the "Loan Parties"), the lenders from time to time party thereto and the Assignor, as administrative agent and collateral agent, are parties to the Credit and Guaranty Agreement, dated as of November 15, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, Assignor is party to (i) the Pledge and Security Agreement, dated as of November 15, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), made by the Loan Parties party thereto in favor of Assignor and (ii) the Patent Security Agreement, dated as of November 15, 2021 (the "Patent Security Agreement"), made by the Grantor in favor of the Assignor, which was recorded with the United States Patent and Patent Office on November 22, 2021 on Reel 058183 / Frame 0551;

WHEREAS, pursuant to (i) the Patent Security Agreement and (ii) the Pledge and Security Agreement, the Grantor granted to Assignor a security interest in, and lien on, all of its right, title and interest in and to the Patent Collateral (as defined in the Patent Security Agreement) including, without limitation, the Patents and Patent applications described on <u>Annex A</u> annexed hereto and made a part hereof;

WHEREAS, in accordance with the Credit Agreement, the Assignor has resigned as administrative agent and collateral agent under the Credit Agreement, the Pledge and Security Agreement, the Patent Security Agreement and the other Loan Documents (as defined in the Credit Agreement);

WHEREAS, pursuant to that certain Successor Agent Agreement, dated as of November 17, 2023, among Assignor, Assignee, the lenders party thereto and the Loan Parties, Assignee has, among other things, assumed and succeeded to all of the rights, powers, discretions, privileges and duties of Seventh Avenue as collateral agent under the Credit Agreement and the other Loan Documents (including, without limitation, under the Pledge and Security Agreement and the Patent Security Agreement); and

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WHEREAS, Assignor and Assignee desire to enter into this Agreement to evidence the assignment by Assignor to Assignee of all of Assignor's right, title and interest under the Pledge and Security Agreement and the Patent Security Agreement, including, without limitation, Assignor's security interest in, and lien on, the Patent Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, parties hereto hereby agree as follows:

- 1. <u>Terms</u>. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Pledge and Security Agreement.
- 2. <u>Assignment</u>. Assignor does hereby transfer, assign, grant and convey to Assignee all of its right, title and interest in and to the Pledge and Security Agreement and the Patent Security Agreement, including, without limitation, its security interest in, and lien on, the Patent Collateral, and Assignee does hereby accept and assume all of such right, title, interest, security interests and liens.
- Assignee of a security interest in, and lien on, the Patent Collateral to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations (as defined in the Pledge and Security Agreement) and (ii) acknowledges and affirms that the rights and remedies of Assignee with respect to its security interest in, and lien on, the Patent Collateral are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.
- 4. <u>Governing Law</u>. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed in accordance with, the laws of the State of New York without regard to conflict of law principles that would result in the application of any law other than the laws of the State of New York.
- 5. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

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

ASSIGNOR:

SEVENTH AVENUE INVESTMENTS, LLC, as the prior collateral agent under the Patent Security Agreement and the Pledge and Security Agreement

By: Samuel Brill

Title: President and Chief Investment Officer

ASSIGNEE:

ACQUIOM AGENCY SERVICES LLC, as the successor collateral agent

Name: Jennifer Anderson
Title: Senior Director

REEL: 065612 FRAME: 0979

ACKNOWLEDGED AND AGREED:

NATIONAL CONCESSIONS GROUP INC., as Grantor

By: John Moynan

Name: John Moynan

Title: CEO

Signature Page to Patent Security Interest Assignment Agreement

Patent Registrations/Applications

ANNEX A

			US			US			Europe			Europe			US			Europe			US			US			US :	Country
			7688-110			7688-58		EU-2	7688-36-		EU-1	7688-36-			7688-36			7688-28-EU			7688-28			7688-7			7688-6	Reference#
	Group Inc.	Concessions	National	Group Inc.	Concessions	National	Group, Inc.	Concessions	National	Group Inc.	Concessions	National	Group, Inc.	Concessions	National	Group Inc.	Concessions	National	Owner									
			15/938,910			29/544,812			002694216			002694216			29/508,198			002694208			29/508,197			29/470,945			29/470,944	Serial#
			10,863,769			D776,869		0002	002694216-		0001	002694216-			D762,112		0001	002694208-			D758,861			D711,235			D711,234	Patent#
AND	SMOKING	ECE FOR	MOUTHPI			Vaporizer			Packaging			Packaging		package	Product			Packaging		PACKAGE	PRODUCT		Packaging	Product		Packaging	Product	Title
			ISSUED			ISSUED			ISSUED			ISSUED			ISSUED			ISSUED			ISSUED			ISSUED			ISSUED	Status
			3/28/2018			11/6/2015			5/4/2015			5/4/2015			11/4/2014			5/4/2015			11/4/2014			10/25/2013			10/25/2013	Filed Date
			12/15/2020			1/17/2017			5/4/2015			5/4/2015			7/26/2016			5/4/2015			6/14/2016			8/19/2014			8/19/2014	Issue Date

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		China		Callaua	Canada			UK			UK			Europe			Europe			China			Canada					US				Country
	PCN	7688-153-		PCA	7600 153	1	UK-1	7688-152-		UK	7688-152-		EU-1	7688-152-		EU	7688-152-		CN	7688-152-		CA	7688-152-					7688-122				Reference #
Group Inc.	Concessions	National	Group Inc.	Concessions	NIational	Group Inc.	Concessions	National	Group Inc.	Concessions	National		,	Group Inc.	Concessions	National				Owner												
	857	2019800042		3,071,372	2 071 570			005631322			005631322			005631322			005631322		48.1	2018305376			183440					16/362,206				Serial#
						ļ	-0002	9005631322		-0001	9005631322		0002	005631322-		0001	005631322-		37648.1	ZL2018305			183440									Patent#
	Vaporizer	Portable	1	Vaporizer	Dartabla		Vaporizer	Portable		Vaporizer	Portable	RS	VAPORIZE	DATA FOR	URCED	CROWDSO	DEVICES	NG	VAPORIZI	Title												
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		3/29/2019		3/29/2019	2/20/2010			9/6/2018			9/6/2018			9/6/2018			9/6/2018			9/25/2018			9/12/2018					3/22/2019				Filed Date
								9/6/2018			9/6/2018			9/6/2018			9/6/2018			8/27/2019			7/5/2019									Issue Date

Country	Reference #	Owner	Serial#	Patent #	Title	Status	Filed Date	Issue Date
Europe	7688-153-	National	19718012.8		Portable	PENDING	3/29/2019	
	PEP	Concessions			Vaporizer			
		Group Inc.			ı			
US	7688-153-	National	16/758,240		Portable	PUBLISHE	4/22/2020	
	PUS	Concessions			Vaporizer	D		
		Group Inc.						
Uruguay	7688-153-	National	PA/a/00001/		Portable	PENDING	3/29/2019	
	PUY	Concessions	00038169		Vaporizer			
		Group Inc.						
Canada	7688-155-	National	169619	169619	Portable	ISSUED	7/22/2016	9/27/2017
	CA	Concessions			Vaporizer			
		Group Inc.						
Europe	7688-157-	National	003315258-	003315258-	Removable	ISSUED	7/21/2016	7/21/2016
	EU-1	Concessions	0001	0001	Top for a			
		Group Inc.			Portable			
7	7/00 157	¥1.:-1	000015050	000015050	v aponzer	1001111	701/001/	7/01/001/
Europe	7688-157-	National Concessions	003315258-	003315258-	Removable Ton for a	ISSUED	7//21/2016	7/21/2016
	10-2	Crown Inc	4000	4000	Domable			
		Group Inc.			Portable Vaporizer			
US	7688-163-	National	63/189,532		VAPORIZE	PENDING	5/17/2021	
	PROV	Concessions			R DEVICE			
		Group Inc.			WITH			
					FERRULE			
					STORAGE			
					AND			
					COMPART			
					MENT			
					LIGHT			
					FIELD			

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Country	Reference #	Owner	Serial#	Patent#	Title	Status	Filed Date	Issue Date
US	7688-164	National	29/794,770		VAPORIZA	PENDING	6/15/2021	
		Concessions			TION			
		Group Inc.			DEVICE			
Japan	7688-154-	National	2014-	6041402	Portable	ISSUED	6/22/2012	11/18/2016
	PJP	Concessions	517213		Tobacco			
		Group Inc.			Vaporizer			
US	7688-67	National	15/395,335	9,980,522	SELF-	ISSUED	12/30/2016	5/29/2018
		Concessions			LOCKING			
		Group Inc.			CARTRID			
					GE			
US	7688-52	National	15/288,381	9,974,339	VAPORIZE	ISSUED	10/7/2016	5/22/2018
		Concessions			R DEVICE			
		Group Inc.			WITH			
					IMPROVE			
					D			
					THREADE			
					D			
					CONNECTI			
					ON			