

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT8405996

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
JUUL LABS, INC.	01/26/2024
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	PAX LABS, INC.
<b>Street Address:</b>	660 ALABAMA STREET
<b>Internal Address:</b>	SECOND FLOOR
<b>City:</b>	SAN FRANCISCO
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94110
<b>PROPERTY NUMBERS Total: 9</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	11660403
Patent Number:	11369755
Application Number:	17199370
Patent Number:	11369756
Patent Number:	11369757
Patent Number:	11766527
Patent Number:	11759580
Application Number:	18124249
Application Number:	62398494
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(617)542-2241
<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>	
<b>Phone:</b>	6175426000
<b>Email:</b>	IPDOCKETINGBOS@MINTZ.COM
<b>Correspondent Name:</b>	MINTZ LEVIN
<b>Address Line 1:</b>	ONE FINANCIAL CENTER
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02111
<b>ATTORNEY DOCKET NUMBER:</b>	063087-526C04US

<b>NAME OF SUBMITTER:</b>	NICHOLAS P. MOUTON, ESQ.
<b>SIGNATURE:</b>	/npm/
<b>DATE SIGNED:</b>	01/26/2024
<b>Total Attachments: 12</b> source=JLI-PAX Shortform Assignment 2024-Jan-26 (for 526 recordation)_Redacted#page1.tif source=JLI-PAX Shortform Assignment 2024-Jan-26 (for 526 recordation)_Redacted#page2.tif source=JLI-PAX Shortform Assignment 2024-Jan-26 (for 526 recordation)_Redacted#page3.tif source=JLI-PAX Shortform Assignment 2024-Jan-26 (for 526 recordation)_Redacted#page4.tif source=JLI-PAX Shortform Assignment 2024-Jan-26 (for 526 recordation)_Redacted#page5.tif source=JLI-PAX Shortform Assignment 2024-Jan-26 (for 526 recordation)_Redacted#page6.tif source=JLI-PAX Shortform Assignment 2024-Jan-26 (for 526 recordation)_Redacted#page7.tif source=JLI-PAX Shortform Assignment 2024-Jan-26 (for 526 recordation)_Redacted#page8.tif source=JLI-PAX Shortform Assignment 2024-Jan-26 (for 526 recordation)_Redacted#page9.tif source=JLI-PAX Shortform Assignment 2024-Jan-26 (for 526 recordation)_Redacted#page10.tif source=JLI-PAX Shortform Assignment 2024-Jan-26 (for 526 recordation)_Redacted#page11.tif source=JLI-PAX Shortform Assignment 2024-Jan-26 (for 526 recordation)_Redacted#page12.tif	

## **PATENT ASSIGNMENT AGREEMENT**

**THIS PATENT ASSIGNMENT AGREEMENT** (this “Assignment”) is made and entered into as of January 26, 2024 (the “Effective Date”) by and between **JUUL Labs, Inc.**, a Delaware corporation having a place of business at **1000 F Street NW, Washington, DC 20004** (“ASSIGNOR”), and **PAX Labs, Inc.**, a Delaware corporation having a place of business at **660 Alabama Street, Second Floor, San Francisco, CA 94110** (“ASSIGNEE”).

**WHEREAS**, ASSIGNOR wishes to assign to ASSIGNEE, and ASSIGNEE wishes to acquire from ASSIGNOR, any and all right, title, and interest that ASSIGNOR owns in the patents and patent applications listed on SCHEDULE A (“the SCHEDULE A Patents”) and SCHEDULE B (“the SCHEDULE B Patents”) (the SCHEDULE A Patents and SCHEDULE B Patents, collectively “the Patents”),\* attached hereto, incorporated herein, and made a part thereof, subject to the terms of the **SECOND AMENDED AND RESTATED INTELLECTUAL PROPERTY LICENSE AND ASSIGNMENT AGREEMENT** between ASSIGNOR and ASSIGNEE executed concurrently on the Effective Date (the “IP License”);

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, ASSIGNOR does hereby assign, sell, transfer, and set over unto ASSIGNEE, subject to the terms of the IP License:

(1) ASSIGNOR’s entire right, title, and interest in the United States and in all countries of the world, in and to any and all of the SCHEDULE A Patents, including: (a) any subsequently filed patent applications, which claim priority to any of the SCHEDULE A Patents, including any renewals, revivals, reissues, reexaminations, extensions, continuations, continuations-in-part, and divisions thereof, and any substitute applications therefor; and (b) the right to sue for past infringement and to collect for all past, present, and future damages;

(2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in ASSIGNOR’s name as the ASSIGNEE, or its designee's election, on the SCHEDULE A Patents and said subsequently filed patent applications thereof, in the United States and in all countries of the world;

(3) the entire right, title, and interest in and to any letters patent which may issue on the SCHEDULE A Patents and said subsequently filed patent applications thereof in the United States and in all countries of the world, and any renewals, revivals, reissues, reexaminations, and extensions thereof, and any patents of confirmation, registration, and importation of the same;

(4) the entire right, title, and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in all countries of the world, in and to the SCHEDULE A Patents and said subsequently filed patent applications;

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\* ASSIGNOR hereby authorizes the attorneys of record or the attorney recording this Assignment to complete or correct any identifying information in SCHEDULE A and SCHEDULE B, which may be necessary or desirable, in order to comply with the rules of the USPTO or any other competent authority for recordation of this document.

(5) ASSIGNOR's entire right, title, and interest in the United States, in and to any and all of the SCHEDULE B Patents, including: (a) any subsequently filed patent applications, which claim priority to any of the SCHEDULE B Patents, including any renewals, revivals, reissues, reexaminations, extensions, continuations, continuations-in-part, and divisions thereof, and any substitute applications therefor; and (b) the right to sue for past infringement and to collect for all past, present, and future damages;

(6) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in ASSIGNOR's name as the ASSIGNEE, or its designee's election, on the SCHEDULE B Patents and said subsequently filed patent applications thereof, in the United States; and

(7) the entire right, title, and interest in and to any letters patent which may issue on the SCHEDULE B Patents and said subsequently filed patent applications thereof in the United States, and any renewals, revivals, reissues, reexaminations, and extensions thereof, and any patents of confirmation, registration, and importation of the same.

ASSIGNOR hereby authorizes and requests the competent authorities to grant and to issue any and all such letters patent in the United States and throughout the world to the ASSIGNEE of the entire right, title, and interest therein, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had this Assignment, sale, and transfer not been made.

ASSIGNOR agrees, at any time, upon the request of the ASSIGNEE, to execute and to deliver to the ASSIGNEE any additional applications for patents for the Patents and said subsequently filed patent applications thereof, or any part or parts thereof, and any applications for patents of confirmation, registration, and importation based on any letters patent issuing on the Patents and said subsequently filed patent applications thereof.

ASSIGNOR further agrees at any time, to execute and to deliver upon request of the ASSIGNEE such additional documents, if any, as are necessary or desirable to secure patent protection on the Patents and said subsequently filed patent applications thereof throughout all countries of the world, and otherwise to do the necessary to give full effect to and to perfect the rights of the ASSIGNEE under this Assignment, including the execution, delivery, and procurement of any and all further documents evidencing this Assignment, transfer, and sale as may be necessary or desirable.

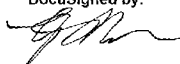
ASSIGNOR hereby covenants that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this Assignment.

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to the Patents and said subsequently filed patent applications thereof, said letters patent, and legal equivalents as may be known and accessible to ASSIGNOR, ASSIGNOR will testify as to the same in any interference, litigation, or proceeding related thereto, and ASSIGNOR will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments, or affidavits required to apply for, obtain, maintain, issue, and enforce the Patents and said subsequently filed patent applications thereof, said letters patent, and said legal equivalents which may be necessary or desirable to carry out the purposes thereof.

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**ASSIGNOR:**

Date: January 26, 2024

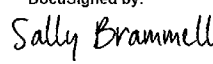
DocuSigned by:  


DF5B2ADACA514DB...  
**Tyler Mace**  
**Chief Legal Officer**  
**JUUL Labs, Inc.**

**AGREEMENT OF ASSIGNEE:**

ASSIGNEE hereby agrees to the terms above and accepts the transfer.

Date: January 26, 2024

DocuSigned by:  


7806BA66F1994E3...  
**Sally Brammell**  
**Vice President of Legal**  
**PAX Labs, Inc.**

[illegible]

**PATENT**  
**REEL: 066267 FRAME: 0092**





**PATENT**  
**REEL: 066267 FRAME: 0094**

**PATENT**  
**REEL: 066267 FRAME: 0095**

**PATENT**  
**REEL: 066267 FRAME: 0096**

**PATENT**  
**REEL: 066267 FRAME: 0097**

Mintz Ref.	Country	Type	Status	Application Title	Serial #	Filing Date	Patent #	Issue Date
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]		
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]		
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]		
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]		
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]		
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]		
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[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]		
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]		

**SCHEDULE B**

Miniz Ref	Country	Type	Status	Application Title	Serial #	Filing Date	Patent #	Issue Date
██████████	United States of America	Utility - ORG	Issued	LEAK-RESISTANT VAPORIZER DEVICE	15/396,584	12/31/2016	11660403	05/30/2023
██████████	United States of America	Utility - CON	Issued	LEAK-RESISTANT VAPORIZER DEVICE	17/199,377	03/11/2021	11369755	06/28/2022
██████████	United States of America	Utility - CON	Allowed	LEAK-RESISTANT VAPORIZER DEVICE	17/199,370	03/11/2021		
██████████	United States of America	Utility - CON	Issued	LEAK-RESISTANT VAPORIZER DEVICE	17/204,148	03/17/2021	11369756	06/28/2022
██████████	United States of America	Utility - CON	Issued	LEAK-RESISTANT VAPORIZER DEVICE	17/364,436	06/30/2021	11369757	06/28/2022
██████████	United States of America	Utility - CON	Issued	LEAK-RESISTANT VAPORIZER DEVICE	18/173,712	02/23/2023	11766527	09/26/2023
██████████	United States of America	Utility - CON	Issued	LEAK-RESISTANT VAPORIZER DEVICE	18/173,715	02/23/2023	11759580	09/19/2023
██████████	United States of America	Utility - CON	Published	LEAK-RESISTANT VAPORIZER DEVICE	18/124,249	03/21/2023		
██████████	United States of America	Prov - ORG	Expired	VAPORIZER APPARATUS USE WITH CANNABINOIDS	62/398,494	09/22/2016		

**PATENT****REEL: 066267 FRAME: 0099****RECORDED: 01/26/2024**