

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM520967

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JUUL LABS, INC.		04/25/2019	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	MUFG UNION BANK, N.A.
<b>Street Address:</b>	P.O. Box 30115
<b>City:</b>	Los Angeles
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90030
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4581188	BLEND X
Registration Number:	4581187	JAYBIRD
Registration Number:	4818664	JUUL
Registration Number:	4898257	JUUL
Registration Number:	5299392	
Registration Number:	5304697	
Registration Number:	4447127	KICK-ASS MINT
Registration Number:	4520349	POTRERO
Registration Number:	4436467	ROCKET
Registration Number:	5667074	JUULSALTS
Serial Number:	88289543	JUULPODS

## CORRESPONDENCE DATA

Fax Number: 4152687522

*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.*

Phone: 4152687000

Email: ksamia@mofo.com

Correspondent Name: Jennifer Lee Taylor

Address Line 1: 425 Market Street

Address Line 2: c/o Morrison &amp; Foerster LLP

TRADEMARK

<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105
<b>ATTORNEY DOCKET NUMBER:</b>	0064800000162
<b>NAME OF SUBMITTER:</b>	Jennifer Lee Taylor
<b>SIGNATURE:</b>	/JLT2/
<b>DATE SIGNED:</b>	04/25/2019
<b>Total Attachments: 6</b> source=2 - JUUL - Trademark Security Agreement#page1.tif source=2 - JUUL - Trademark Security Agreement#page2.tif source=2 - JUUL - Trademark Security Agreement#page3.tif source=2 - JUUL - Trademark Security Agreement#page4.tif source=2 - JUUL - Trademark Security Agreement#page5.tif source=2 - JUUL - Trademark Security Agreement#page6.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 25, 2019, is made by JUUL LABS, INC., a Delaware corporation (the "Grantor"), in favor of MUFG UNION BANK, N.A., as administrative agent (together with its successors and assigns, in such capacity, the "Agent") for the ratable benefit of the Lenders party from time to time to the Credit Agreement (as defined below).

WHEREAS, the Grantor and the Agent are parties to the Credit Agreement, dated as of April 25, 2019 (as amended, modified, renewed, extended or amended, restated, or replaced from time to time, the "Credit Agreement") by and among the Grantor, the Lenders party thereto and the Agent.

WHEREAS, as a condition precedent to the Agent's obligations under the Credit Agreement, Grantor has executed and delivered to the Agent that certain Guarantee and Security Agreement, dated as of April 25, 2019 (as amended, modified, renewed, extended or amended, restated, or replaced from time to time, the "Security Agreement") by and among the Grantor, the Lenders party thereto and the Agent.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Trademark Security Agreement for recording with the United States Patent and Trademark Office ("USPTO").

Accordingly, the parties hereto agree as follows:

### SECTION 1 Definitions; Interpretation.

(a) Terms Defined in the Credit Agreement. All capitalized terms used in this Agreement (including in the recitals hereof) and not otherwise defined herein shall have the respective meanings assigned to such terms in the Credit Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Trademark Collateral" has the meaning set forth in Section 2.

"Trademark Security Agreement" has the meaning set forth in Section 5.

(c) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the respective meanings assigned to such terms in the UCC; provided, however, that to the extent that the UCC is used to define any term herein and such term is defined differently in different Articles of the UCC, the definition of such term contained in Article 9 shall govern.

(d) Interpretation. The rules of interpretation set forth in the Credit Agreement shall be applicable to this Agreement and are incorporated herein by this reference.

### SECTION 2 Security Interest.

(a) Grant of Security Interest. As security for the complete payment and performance of the Secured Obligations (whether at the stated maturity, by acceleration or otherwise), the Grantor hereby grants to the Agent for the ratable benefit of the Secured Parties, a continuing security interest in all of the

Grantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which the Grantor now has or hereafter owns, acquires or develops an interest and wherever located; provided, however, that the foregoing shall not include any Excluded Assets (as defined in the Guarantee and Security Agreement) (collectively, the "Trademark Collateral"):

(i) all registered and applied-for trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers (including such federal United States registered and applied-for trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers) in each case that are set forth in Schedule A hereto;

(ii) all renewals and extensions thereof; and

(iii) the goodwill of the Grantor's business symbolized by the foregoing or connected therewith;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (v), the security interest created hereby shall not extend to, and the term "Trademark Collateral" shall not include, any intent-to-use trademark applications filed in the USPTO, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act.

**SECTION 3** Supplement to Loan Documents. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Loan Documents and in the event of any inconsistency between the terms and provisions of this Agreement and the Loan Documents, the terms and provisions of the Loan Documents shall control. The Grantor acknowledges that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Documents (other than this Agreement) and all such rights and remedies are cumulative.

**SECTION 4** Further Assurances. To the extent required under the Loan Documents, upon the request of the Agent, the Grantor shall promptly take such further action (other than making filings with the USPTO, which are addressed in the second sentence of this Section 4) and execute all such additional documents and instruments in connection with this Agreement as the Agent in its reasonable discretion may deem necessary or advisable to enable the Agent to exercise and enforce its rights and remedies hereunder with respect to the Trademark Collateral, including any documents for filing with the USPTO. Grantor shall, at its own expense, file and record in the proper filing and recording places this Agreement with the USPTO.

**SECTION 5** Agent's Duties. Notwithstanding any provision contained in this Agreement, the Agent shall have no duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to the Grantor or any other Person for any failure to do so or delay in doing so. Except for and the accounting for moneys actually received by the Agent hereunder, the Agent shall have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral.

**SECTION 6** Termination. This Agreement and the security interest granted herein shall terminate in accordance with the terms of the Guarantee and Security Agreement or the Credit Agreement, as applicable.

SECTION 7 No Waiver. Any forbearance or failure or delay by the Agent in exercising any right, power or remedy hereunder shall not be deemed a waiver thereof and any single or partial exercise of any right, power or remedy shall not preclude the further exercise thereof. No waiver shall be effective unless it is in writing and signed by an officer of the Agent.

SECTION 8 Recordation. The Grantor hereby authorizes and requests that the Commissioner for Trademarks record this Agreement with the USPTO.

SECTION 9 Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Grantor, the Agent and their respective successors and assigns and shall bind any Person who becomes bound as a debtor to this Agreement.

SECTION 10 Governing Law. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

SECTION 11 Entire Agreement; Amendment. This Agreement and the other Loan Documents contain the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the written agreement of the parties as provided in Section 10.1 of the Credit Agreement.

SECTION 12 Severability. If any provision of this Agreement shall be determined to be illegal or unenforceable, all other provisions hereof nevertheless shall be effective.

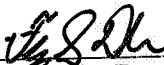
SECTION 13 Counterparts. The Grantor and the Agent may execute one or more counterparts to this Agreement, each of which shall be deemed an original, but taken together, shall be one and the same agreement. The delivery of an executed counterpart of a signature page of this Agreement by facsimile transmission or other electronic mail transmission or format (e.g., "pdf" or "tif") shall be effective as the delivery of an original executed counterpart of this Agreement.

*[Remainder of page intentionally left blank]*

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

**GRANTOR:**

**JUUL LABS, INC.**

By:   
Name: Tim Danaher  
Title: Chief Financial Officer

Signature Page to Trademark Security Agreement

sf-4006183

**TRADEMARK**  
**REEL: 006630 FRAME: 0625**

AGENT:

MUFG UNION BANK, N.A.

By:  \_\_\_\_\_

Name: Michael Stahl

Title: Director

**SCHEDULE A**

Registered U.S. Trademarks of the Grantor

Registration No.	Registration Date	Filing Date	Owner	Mark
4581188	5-Aug-14	12-Apr-13	JUUL Labs, Inc.	BLEND X
4581187	5-Aug-14	12-Apr-13	JUUL Labs, Inc.	JAYBIRD
4818664	22-Sep-15	3-Jan-14	JUUL Labs, Inc.	JUUL
4898257	9-Feb-16	6-Jul-15	JUUL Labs, Inc.	JUUL (Stylized)
5299392	3-Oct-17	29-Aug-16	JUUL Labs, Inc.	Juul Device Design
5304697	10-Oct-17	29-Aug-16	JUUL Labs, Inc.	JUULpod Design
4447127	10-Dec-13	12-Apr-13	JUUL Labs, Inc.	KICK-ASS MINT
4520349	29-Apr-14	12-Apr-13	JUUL Labs, Inc.	POTRERO
4436467	19-Nov-13	12-Apr-13	JUUL Labs, Inc.	ROCKET
5667074	29-Jan-19	16-Mar-17	JUUL Labs, Inc.	JUULSALTS

Pending U.S. Trademark Applications of the Grantor

Application No.	Filing Date	Owner	Mark
88289543	5-Feb-19	JUUL Labs, Inc.	JUULPODS