

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM823539

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|-----------------------------------|-------------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Juul Labs, Inc. | | 07/06/2023 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | ALTER DOMUS (US) LLC | | |
| Street Address: | 225 West Washington Street | | |
| Internal Address: | 9th Floor | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 17 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4818664 | JUUL | |
| Registration Number: | 4898257 | JUUL | |
| Registration Number: | 4976064 | MAKE THE SWITCH TODAY | |
| Registration Number: | 5299392 | | |
| Registration Number: | 5304697 | | |
| Registration Number: | 5667074 | JUULSALTS | |
| Registration Number: | 5770541 | JUUL LABS | |
| Registration Number: | 5776153 | JUUL LABS | |
| Registration Number: | 5918490 | JUULPODS | |
| Registration Number: | 6064902 | JUUL | |
| Registration Number: | 6211614 | JUUL | |
| Registration Number: | 6259092 | RACS | |
| Registration Number: | 6335971 | JUULPOD | |
| Registration Number: | 6504904 | JUUL C1 | |
| Registration Number: | 6548206 | JUUL PASS | |
| Registration Number: | 6583859 | JUUL | |
| Registration Number: | 6957441 | JUUL | |

CH \$440.00 4818664

CORRESPONDENCE DATA**Fax Number:** 2127352000*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:** 2127352811**Email:** mribando@skadden.com**Correspondent Name:** Skadden, Arps, Slate, Meagher & Flom LLP**Address Line 1:** One Manhattan West**Address Line 2:** Monique L. Ribando**Address Line 4:** New York, NEW YORK 10001-8602

| | |
|--------------------------------|--------------------|
| ATTORNEY DOCKET NUMBER: | 144084/11 |
| NAME OF SUBMITTER: | Brianna van Kan |
| SIGNATURE: | /s/Brianna van Kan |
| DATE SIGNED: | 07/11/2023 |

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 6, 2023, is made by the undersigned (the "Grantor"), in favor of ALTER DOMUS (US) LLC, 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 Agent is a party to the Credit Agreement, dated as of July 6, 2023 (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, the Grantor has executed and delivered to the Agent that certain Guarantee and Security Agreement, dated as of July 6, 2023 (as amended, modified, renewed, extended or amended, restated, or replaced from time to time, the "Security Agreement"), by and among the Grantor, certain other grantors from time to time 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, 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 their respective meanings assigned to such terms in the Credit Agreement.

(b) 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.

(c) 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 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 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. Each of the parties hereto agrees and acknowledges that (i) the transaction consisting of this Agreement may be conducted by electronic means, (ii) it is such party's intent that, if such party signs this Agreement using an electronic signature, it is signing, adopting and accepting this Agreement and that signing this Agreement using an electronic signature is the legal equivalent of having placed its handwritten signature on this Agreement on paper and (iii) it is being provided with an electronic or paper copy of this Agreement in a usable format.

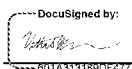
SECTION 14 Intercreditor. **NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE PRIORITY OF THE LIENS, SECURITY INTERESTS AND RIGHTS GRANTED PURSUANT TO THIS AGREEMENT SHALL BE SUBJECT TO THE TERMS, PROVISIONS AND CONDITIONS OF (AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ADMINISTRATIVE AGENT HEREUNDER SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF), ANY APPLICABLE INTERCREDITOR AGREEMENT OR THE EXISTING JLI ADMINISTRATIVE AGENT SUBORDINATION AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THIS AGREEMENT (OTHER THAN SECTION 2 OF THIS AGREEMENT AND THE DEFINED TERMS USED HEREIN) WITH AN INTERCREDITOR AGREEMENT OR THE EXISTING JLI ADMINISTRATIVE AGENT SUBORDINATION AGREEMENT, THE INTERCREDITOR AGREEMENT OR THE EXISTING JLI ADMINISTRATIVE AGENT SUBORDINATION AGREEMENT, AS APPLICABLE, SHALL CONTROL AND NO RIGHT, POWER, OR REMEDY GRANTED TO THE ADMINISTRATIVE AGENT HEREUNDER SHALL BE EXERCISED BY THE ADMINISTRATIVE AGENT AND NO DIRECTION SHALL BE GIVEN BY THE ADMINISTRATIVE AGENT, IN CONTRAVENTION OF SUCH INTERCREDITOR AGREEMENT OR THE EXISTING JLI ADMINISTRATIVE AGENT SUBORDINATION AGREEMENT.**

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

GRANTOR:

JUUL LABS, INC.

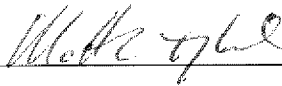
By:  _____
DocuSigned by:
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Name: Vittal Kadapakkam

Title: Chief Financial Officer

AGENT:

ALTER DOMUS (US) LLC

By: 

Name: Matthew Trybula
Associate Counsel

Title: _____

SCHEDULE A

Registered U.S. Trademarks of the Grantor

| Jurisdiction | Registration No. | Registration Date | Filing Date | Owner | Mark |
|--------------|------------------|-------------------|-------------|-----------------|-----------------------------------|
| U.S. | 4818664 | 22-Sep-15 | 3-Jan-14 | JUUL Labs, Inc. | JUUL |
| U.S. | 4898257 | 9-Feb-16 | 6-Jul-15 | JUUL Labs, Inc. | JUUL (Stylized) |
| U.S. | 4976064 | 14-Jun-16 | 20-Feb-15 | JUUL Labs, Inc. | MAKE THE SWITCH TODAY |
| U.S. | 5299392 | 3-Oct-17 | 29-Aug-16 | JUUL Labs, Inc. | Juul Device Design |
| U.S. | 5304697 | 10-Oct-17 | 29-Aug-16 | JUUL Labs, Inc. | JUULpod Design |
| U.S. | 5667074 | 29-Jan-19 | 16-Mar-17 | JUUL Labs, Inc. | JUULSALTS |
| U.S. | 5770541 | 4-Jun-19 | 24-Oct-17 | JUUL Labs, Inc. | JUUL LABS (Stylized & Design) |
| U.S. | 5776153 | 11-Jun-19 | 18-May-17 | JUUL Labs, Inc. | JUUL LABS |
| U.S. | 5918490 | 26-Nov-19 | 5-Feb-19 | JUUL Labs, Inc. | JUULPODS |
| U.S. | 6064902 | 26-May-20 | 25-Jun-18 | JUUL Labs, Inc. | JUUL (Stylized) in Hexagon Design |
| U.S. | 6211614 | 1-Dec-20 | 25-Jul-18 | JUUL Labs, Inc. | JUUL (Stylized) |
| U.S. | 6259092 | 2-Feb-21 | 6-Aug-19 | JUUL Labs, Inc. | RACS Design |
| U.S. | 6335971 | 27-Apr-21 | 25-Sep-19 | JUUL Labs, Inc. | JUULPOD |
| U.S. | 6504904 | 5-Oct-21 | 19-Jul-19 | JUUL Labs, Inc. | JUUL C1 |
| U.S. | 6548206 | 2-Nov-21 | 30-Jul-19 | JUUL Labs, Inc. | JUUL PASS |
| U.S. | 6583859 | 7-Dec-21 | 25-Jul-18 | JUUL Labs, Inc. | JUUL |
| U.S. | 6957441 | 17-Jan-23 | 22-Mar-22 | JUUL Labs, Inc. | JUUL |

Pending Trademark Applications

None.

Schedule A-1