

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM859401

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JUUL LABS, INC.		12/07/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JLI NATIONAL SETTLEMENT TRUST		
<b>Street Address:</b>	C/O SARAH R. LONDON, TRUSTEE, LIEFF CABRASER HEIMANN & BERNSTEIN, LLP		
<b>Internal Address:</b>	275 Battery Street, Suite 2900		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94111		
<b>Entity Type:</b>	Business Trust: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	98202917		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6178568201		
<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>	617-856-8200		
<b>Email:</b>	trademarks@brownrudnick.com		
<b>Correspondent Name:</b>	BROWN RUDNICK LLP		
<b>Address Line 1:</b>	ONE FINANCIAL CENTER		
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02111		
<b>ATTORNEY DOCKET NUMBER:</b>	35913.0001		
<b>NAME OF SUBMITTER:</b>	MATTHEW P. YORK		
<b>SIGNATURE:</b>	/MATTHEW P. YORK/		
<b>DATE SIGNED:</b>	12/07/2023		
<b>Total Attachments: 6</b>			
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 7, 2023, is made by JUUL LABS, INC., a Delaware corporation (the "Grantor"), in favor of JLI NATIONAL SETTLEMENT TRUST (the "Settlement Trust") for the ratable benefit of the Settlement Parties (as defined below).

WHEREAS, the Grantor and the Settlement Trust are parties to certain settlement agreements, dated as of December 6, 2022 (as amended, modified, renewed, extended or amended, restated, or replaced from time to time, the "Settlement Agreements") pursuant to which the Grantor has agreed to make, or cause to be made, the payments in the amounts and at the times described therein to or for the benefit of the persons described therein (including, without limitation, any such person and the Settlement Trust, the "Settlement Parties");

WHEREAS, as a condition precedent to the Settlement Agreements, the Grantor has executed and delivered to the Settlement Trust that certain Guarantee and Security Agreement dated as of December 7, 2022 (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 Settlement Trust;

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Settlement Trust, for the benefit of the Secured Parties, a security interest in, among other property, intellectual property of the Grantor;

WHEREAS, Grantor executed and delivered an original Trademark Security Agreement for recording with the United States Patent and Trademark Office ("USPTO") with respect to certain Trademark Collateral (as defined therein) as of even date with the Security Agreement; and

WHEREAS, Grantor has agreed to execute and deliver this Trademark Security Agreement for recording with the USPTO in order to memorialize and reflect Grantor's grant of a security interest under the Security Agreement in certain additional intellectual property of the Grantor.

Accordingly, the parties hereto agree as follows:

### SECTION 1 Definitions; Interpretation.

(a) Terms Defined in the Security 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 Security 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 Security 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 Settlement Trust 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 "Additional 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 Settlement Documents. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Settlement Documents and in the event of any inconsistency between the terms and provisions of this Agreement and the Settlement Documents, the terms and provisions of the Settlement Documents shall control. The Grantor acknowledges that the rights and remedies of the Settlement Trust with respect to the security interest in the Additional Trademark Collateral granted hereby are more fully set forth in the Settlement Documents (other than this Agreement) and all such rights and remedies are cumulative.

SECTION 4            Further Assurances. To the extent required under the Settlement Documents, upon the request of the Settlement Trust, 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 Settlement Trust in its reasonable discretion may deem necessary or advisable to enable the Settlement Trust to exercise and enforce its rights and remedies hereunder with respect to the Additional 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            Settlement Trust's Duties. Notwithstanding any provision contained in this Agreement, the Settlement Trust 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 Settlement Trust hereunder, the Settlement Trust shall have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Additional Trademark Collateral.

SECTION 6 Termination. This Agreement and the security interest granted herein shall terminate in accordance with the terms of the Security Agreement.

SECTION 7 No Waiver. Any forbearance or failure or delay by the Settlement Trust 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 Settlement Trust.

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 Settlement Trust 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 Settlement 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 Security 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 Settlement Trust 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.

*[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.**

DocuSigned by:  
  
By \_\_\_\_\_  
001A313103DF477...

Name: Vittal Kadapakkam

Title: Chief Financial Officer

**SETTLEMENT TRUST:**

**JLI NATIONAL SETTLEMENT TRUST**

\_\_\_\_\_  
By: Sarah R. London, as Trustee and not individually

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

**GRANTOR:**

**JUUL LABS, INC.**

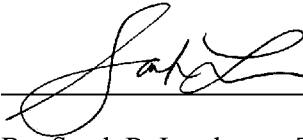
By: \_\_\_\_\_

Name: Vittal Kadapakkam

Title: Chief Financial Officer

**SETTLEMENT TRUST:**

**JLI NATIONAL SETTLEMENT TRUST**

  
\_\_\_\_\_

By: Sarah R. London, as Trustee and not individually

**SCHEDULE A**

Additional Pending Trademark Applications

Jurisdiction	Application No.	Filing Date	Applicant	Mark
U.S.	98202917	28-Sep-23	JUUL Labs, Inc.	Device Only