

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM752174

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Poda Holdings, Inc.		06/24/2022	Corporation:
RECEIVING PARTY DATA			
Name:	Altria Client Services LLC		
Street Address:	6601 West Broad Street		
City:	Richmond		
State/Country:	VIRGINIA		
Postal Code:	23230		
Entity Type:	Limited Liability Company: VIRGINIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90601141	BEYOND BURN	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	trademark.mpl@stinson.com		
Correspondent Name:	Joel D. Leviton, Stinson LLP		
Address Line 1:	50 South Sixth Street, Suite 2600		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	3001151.0339		
NAME OF SUBMITTER:	Joel D. Leviton		
SIGNATURE:	/Joel D. Leviton/		
DATE SIGNED:	08/30/2022		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “Assignment”), effective as of June 24, 2022 (the “Effective Date”), is entered into by Poda Holdings, Inc. (“Seller”) in favor of Altria Client Services LLC, a Virginia limited liability company (“Buyer”).

RECITALS

WHEREAS, Seller and Buyer are parties to an Asset Purchase Agreement, dated as of May 13, 2022 (the “Purchase Agreement”), pursuant to which, among other things, Seller has agreed to sell, transfer and assign to Buyer, the Purchased Assets (as defined in the Purchase Agreement) for good and valuable consideration described in the Purchase Agreement;

WHEREAS, Seller and Buyer have entered into that certain Bill of Sale, as of the Effective Date, selling, conveying, transferring and delivering the Purchased Assets, including certain Intellectual Property (as defined in the Purchase Agreement);

WHEREAS, the execution and delivery of this Assignment is required under the Purchase Agreement; and

WHEREAS, further to the Purchase Agreement and the Bill of Sale, this Assignment is being executed to evidence and effect the sale, transfer, assignment, conveyance and delivery of the Intellectual Property to Buyer.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Definitions. Capitalized terms used in this Assignment and not otherwise defined herein shall have the respective meanings given to them in the Purchase Agreement.

2. Sale of Purchased Assets. Seller by this Assignment, as of the Effective Date, hereby irrevocably and unconditionally, conveys, transfers and delivers to Buyer, and Buyer hereby acquires and accepts from Seller, all of Seller’s right, title, and interest, worldwide, in, to and under:

(a) the Patents listed in Schedule 3.15(a) of the Company Disclosure Letter to the Purchase Agreement (reproduced as Appendix A to this Assignment), including all applications and patents that claim, can claim or could have claimed priority or benefit directly or indirectly to any of the Patents and all applications and patents to which any of the Patents claim, can claim or could have claimed priority or benefit directly or indirectly, under the laws and treaties of the United States, other countries, regions, and international bodies, and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof, worldwide;

(b) the Marks listed in Schedule 3.15(a) of the Company Disclosure Letter of the Purchase Agreement (reproduced as Appendix B to this Agreement), including all issuances, extensions and renewals of such registrations thereof, all associated common law rights, and all goodwill symbolized and connected with the use thereof, worldwide;

(c) all rights to any of the foregoing including all rights provided in international treaties and convention rights; the right and power to assert, defend and recover title to any of the foregoing; all rights to sue and recover and retain damages, costs and attorneys’ fees for past, present and future infringement and any other rights relating to any of the foregoing; all rights to any documentation evidencing, concerning or related to any of the foregoing; and all administrative rights arising from the foregoing, including the right to prosecute applications and oppose, interfere with or challenge the applications of others, the rights

to obtain renewals, continuations, divisions and extensions of legal protection pertaining to any of the foregoing.

3. Terms of the Agreement. This Assignment is subject to all of the representations, warranties, covenants, exclusions, indemnities, conditions and limitations set forth in the Purchase Agreement, all of which are incorporated herein by reference. Nothing in this Assignment, express or implied, is intended to be or shall be construed to modify, expand or limit in any way the terms of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern. Neither this Assignment nor any term hereof may be changed, waived, discharged or terminated other than by an instrument in writing signed by Seller and Buyer.

4. Further Assurances. From and after the Closing Date, at the request of Buyer, Seller shall, execute and deliver or cause to be executed and delivered to Buyer such other agreements or instruments of transfer and assignment in addition to those required by this Assignment, and take such other actions as Buyer may reasonably request in order to effectuate the transactions contemplated by this Assignment.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal law of Canada applicable therein, without regard to its conflict of laws principles that would result in the application of any Law other than the Law of the Province of British Columbia and the federal law of Canada applicable therein.

6. Successors and Assigns. This Assignment shall be binding upon, inure to the benefit of and be enforceable by, Seller and Buyer and their respective permitted successors and assigns.

7. Headings. The headings of this Assignment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Assignment.

8. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A signed copy of this Assignment delivered by means of electronic transmission in portable document format (“pdf”) or a facsimile machine, shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[Signature Page Follows]

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

SELLER:

PODA HOLDINGS, INC.

DocuSigned by:
By: Ryan Selby
Name: Ryan Selby
Title: Chief Executive Officer and Director

BUYER:

ALTRIA CLIENT SERVICES LLC

By: _____
Name: Richard Jupe
Title: Vice President, Product Development

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

SELLER:

PODA HOLDINGS, INC.

By: _____


Name: Ryan Selby

Title: Chief Executive Officer and Director

BUYER:

ALTRIA CLIENT SERVICES LLC

DocuSigned by:

By:  _____
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Name: Richard Jupe

Title: Vice President, Product Development

Appendix B

Marks

TRADEMARK FAMILY	TRADEMARK	JURISDICTION	APPLICATION / REGISTRATION NO.	CLASSES	STATUS	APPLICANT NAME
T01	PODA	CA	1,782,855/ TMA1,043,251	34, 35	Registered	Poda Technologies Ltd.
T02	PODA and Design PŌDA	CA	1,828,371 / TMA1,076,767	9, 16, 25, 34	Registered	Poda Technologies Ltd.
T3	BEYOND BURN	CA	2,091,919	9, 25, 34, 35	Pending	Poda Technologies Ltd.
T3	BEYOND BURN	EU	18435971	34, 35	Registered	Poda Technologies Ltd.
T3	BEYOND BURN	UK	UK00003615598	9, 34, 35	Registered	Poda Technologies Ltd.
T3	BEYOND BURN	US	90/601,141	34, 35	Pending	Poda Technologies Ltd.
T04	PODA	CN	53632885	1, 5, 7, 9, 11, 34, 35	Registered	Zhejiang Benfa Technology Co., Ltd.
T05	PODAH	CN	58675295	9, 11, 35	Registered	Zhejiang Benfa Technology Co., Ltd.
T06	PODA	CN	43901597	1, 7, 11, 34, 44	Registered	Zhejiang Benfa Technology Co., Ltd.