



## **ASSIGNMENT**

THIS ASSIGNMENT, by (1) Robert S. Blackwell; and (2) Roger L. Honaker (hereinafter referred to as "the Assignors"), residing at (1) 7120 Rural Point Road, Mechanicsville, Virginia 23116; and (2) 1386 Page Road, Midlothian, Virginia 23113; respectively, witnesseth:

WHEREAS, the Assignors have made certain new and useful inventions in "TOBACCO TREATMENT CYLINDER AND METHOD" set forth in an application for Letters Patent of the United States of America, the same having been filed in the United States Patent and Trademark Office on August 29, 1997, as United States patent application Serial No. 08/921,265;

WHEREAS, PHILIP MORRIS INCORPORATED, a corporation duly organized under and pursuant to the laws of the State of Virginia and having an office and place of business at 120 Park Avenue, New York, New York 10017, is desirous of acquiring the entire right, title, and interest in and to the inventions for the United States and the application for Letters Patent of the United States, and in any United States Letters Patent or Patents, to be obtained therefor and thereon; and

WHEREAS, PHILIP MORRIS PRODUCTS INC., a corporation organized and existing under the laws of the State of Virginia and having an office and place of business at 3601 Commerce Road, Richmond, Virginia 23234, is desirous of acquiring the entire right, title, and interest in and to the inventions for countries foreign to the United States, and in and to any foreign patent applications, and in and to any foreign Letters Patent or Patents to be obtained therefor and thereon; and

NOW, THEREFORE, be it known that for and in consideration of the sum of One Dollar (\$1.00) to each of us paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged;

### **ASSIGNMENT OF UNITED STATES PATENT RIGHTS**

We do hereby sell, assign and transfer unto PHILIP MORRIS INCORPORATED, its successors, assigns and legal representatives, all right, title and interest in and to the inventions for the United States, and in and to the United

States patent application, including any continuations and divisions thereof, and any substitute applications therefor and any United States patents which may issue thereon and any reissues and extensions of the same; and we hereby authorize and request the Commissioner of Patents to grant and issue any and all patents on the inventions in the United States to PHILIP MORRIS INCORPORATED as the assignee thereof.

#### ASSIGNMENT OF FOREIGN PATENT RIGHTS

Further in view of the consideration hereinabove referred to we do hereby sell, assign, and transfer unto PHILIP MORRIS PRODUCTS INC., its successors, assigns and legal representatives, all right, title and interest in and to the inventions for all countries foreign to the United States, including the right to claim priority under the International Convention based on the United States patent application, and in and to any foreign patent application, including renewals, revivals, continuations and divisions thereof, and any substitute applications therefor, and any foreign patents which may issue thereon, and any reissues and extensions of the same; and we hereby authorize and request competent authorities to grant and issue any and all patents on the inventions in any foreign country to PHILIP MORRIS PRODUCTS INC. as the assignee thereof.

We further agree to execute upon request of the assignee PHILIP MORRIS INCORPORATED such additional documents, if any, as are necessary and proper to secure patent protection on the inventions in the United States, and to execute upon request of assignee PHILIP MORRIS PRODUCTS INC. such additional documents, if any, as are necessary and proper to secure patent protection on the inventions in countries foreign to the United States, and to otherwise give full effect to and perfect the rights of the assignee PHILIP MORRIS INCORPORATED in the United States and of assignee PHILIP MORRIS PRODUCTS INC. in countries foreign to the United States;

AND for the same consideration, the Assignors hereby covenant and agree to and with the assignees, their successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignors are the sole and lawful owners of the entire right, title, and interest in and to the inventions and any and all applications for Letters Patent above-mentioned, and that the same are unencumbered, and that the Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth;

IN TESTIMONY THEREOF, we have hereunto signed our names on  
the dates hereinafter indicated:

PATENT  
REEL: 9165 FRAME: 0074

Roger L. Honaker  
Roger L. Honaker

5/5/98  
Date

STATE OF VIRGINIA           )  
                                  : ss.:  
CITY OF RICHMOND           )

On this 5<sup>th</sup> day of May, 1998, appeared before me in person the above-named individual, and acknowledged the above to be his signature and that he signed, sealed and delivered the above instrument as his voluntary act and deed, and for the uses and purposes therein set forth.

Annette M. Baird  
NOTARY PUBLIC  
My Commission Expires:

(Notarial Seal)

**MY COMMISSION EXPIRES  
AUGUST 31, 2000**