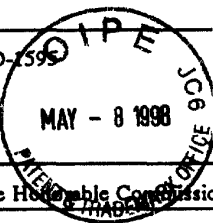


MRP 5-8-98

FORM PTO-1595



06-12-1998



100736835

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

R SHEET

PM 1782B
Attorney Docket No.

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

see attachment

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name

Other: _____

Execution Date: _____

2. Name and address of receiving party(ies):

Name: Charles E.B. Glenn

Address: PHILIP MORRIS INCORPORATED
120 Park Avenue, New York, New York 10017
and
PHILIP MORRIS PRODUCTS INC.
3601 Commerce Road, Richmond, Virginia 23234

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) 08/951,255

B. Patent No.(s) _____

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Charles E.B. Glenn
Address: Philip Morris Management Corp.
Patent Department
Post Office Box 26583
Richmond, Virginia 23261-6583

6. Total number of applications and patents involved: _____

7. Total fee (37 CFR 3.41): \$ 40.00

☐ Enclosed

☒ Authorized to be charged to deposit account, if necessary

8. Deposit account number:

16-1530

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Charles E.B. Glenn

Charles E.B. Glenn

Signature

May 5, 1998
Date

05/13/1998 SCANNED 000006161530 06951255
01 FC:581 40.00 CH

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PATENT

REEL: 9229 FRAME: 0837

USSN 08/951,255

Fleischhauer, et al

PM 1782B

Recordation Form Cover Sheet

Nature of conveyance: Assignment

Name of Inventors

Execution Dates

Fleischhauer, Grier S.

February 11, 1998

Higgins, Charles T.

February 11, 1998

Losee, D. Bruce

February 11, 1998

Nelson, Jr., J. Robert

April 27, 1998

Ripley, Robert L.

February 11, 1998

Sano, Masato

January 28, 1998

Sharpe, David E.

February 13, 1998

Watkins, Michael L.

February 24, 1998

ASSIGNMENT

THIS ASSIGNMENT, by the following persons :

(1) Grier S. Fleischhauer, residing at 1004 Lady Jean Court,
Midlothian, Virginia 23113;

(2) Charles T. Higgins, residing at 30 Glenbrooke Circle,
Richmond, Virginia 23229;

(3) D. Bruce Losee, residing at 3912 Park Avenue, Richmond,
Virginia 23221;

(4) J. Robert Nelson, Jr., residing at 75 Kellers Farm Road,
Easton, Connecticut 06612;

(5) Robert L. Ripley, residing at 2427 Manakintown Ferry Road,
Midlothian, Virginia 23113;

(6) Masato Sano, residing at 2-10-16 Kamimonobe, Sumoto City,
Hyogo, Japan;

(7) David E. Sharpe, residing at 6500 Glebe Point Road,
Chesterfield, Virginia 23832; and

(8) Michael L. Watkins, residing at 3318 Grove Avenue, Chester,
Virginia 23831; (hereinafter referred to as "the Assignors"),
witnesseth:

WHEREAS, the Assignors have made certain new and useful
inventions in "POWER CONTROLLER AND METHOD OF OPERATING AN
ELECTRICAL SMOKING SYSTEM" 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 October 16, 1997 as
United States patent application Serial No. 08/951,255;

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;

AND for the same consideration, the Assignors hereby covenant and agree to and with the assignees, their successors, legal representatives, and assigns, that the Assignors will, whenever counsel of the assignees, or counsel of their successors, legal representatives, and assigns, shall advise that any proceeding in connection with the inventions or any and all applications for Letters Patent, or any proceeding in connection with Letters Patent for the inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation, or continuation-in-part of any application for Letters Patent, or any reissue or extension of any Letters Patent to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts

necessary or required to be done for the procurement, maintenance, enforcement, and defense of Letters Patent for the inventions, without charge to the assignees, their successors, legal representatives, and assigns, but at the cost and expense of the assignees, their successors, legal representatives, and assigns.

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

Grier S. Fleischhauer
Grier S. Fleischhauer

2/11/98
Date

STATE OF VIRGINIA)

: ss.:

CITY OF RICHMOND)

On this 11th day of February, 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.

Jesse J. Sims
NOTARY PUBLIC
My Commission Expires: 2/28/99

(Notarial Seal)

Charles T. Higgins
Charles T. Higgins

2/11/98
Date

STATE OF VIRGINIA)

: ss.:

CITY OF RICHMOND)

On this 11th day of February, 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.

Jeresa J. Sims

NOTARY PUBLIC

My Commission Expires: 2/28/99

(Notarial Seal)

D. Bruce Losee
D. Bruce Losee

2/11/98
Date

STATE OF VIRGINIA)

: ss.:

CITY OF RICHMOND)

On this 11th day of February, 1998, appeared before me in person the above-named individual, and acknowledged the above to be her signature and that she signed, sealed and delivered the above instrument as her voluntary act and deed, and for the uses and purposes therein set forth.

Jeresa J. Sims

NOTARY PUBLIC

My Commission Expires: 2/28/99

(Notarial Seal)

J. Robert Nelson
J. Robert Nelson, Jr.

4/27/98
Date

STATE OF VIRGINIA)

: ss.:

CITY OF RICHMOND)

On this 27th day of April, 1998, appeared before me in person the above-named individual, and acknowledged the above to be her signature and that she signed, sealed and delivered the above instrument as her voluntary act and deed, and for the uses and purposes therein set forth.

Aue V. Jansund
NOTARY PUBLIC
My Commission Expires:

(Notarial Seal)

My Commission Expires August 30, 1998

Robert L. Ripley
Robert L. Ripley

2-11-98
Date

STATE OF VIRGINIA)

: ss.:

CITY OF RICHMOND)

On this 11th day of February, 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.

Jane J. Davis
NOTARY PUBLIC
My Commission Expires: 2/28/99

(Notarial Seal)

佐野正人 Masato Sano
Masato Sano

Jan. 28, 1998
Date

HYOGO, JAPAN)
: ss.:
CITY OF SUMOTO)

On this 28 day of JAN., 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.

平野茂樹 SHIGEKI HIRANO
NOTARY PUBLIC (OR WITNESS)

(Notarial Seal)

My Commission Expires:

GENERAL MANAGER of Battery Products Div.

David E. Sharpe
David E. Sharpe

2/13/1998
Date

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

On this 13th day of February, 1998, appeared before me in person the above-named individual, and acknowledged the above to be her signature and that she signed, sealed and delivered the above instrument as her voluntary act and deed, and for the uses and purposes therein set forth.

Shirley J. Sims
NOTARY PUBLIC

(Notarial Seal)

My Commission Expires: 2/28/99

Michael L. Watkins
Michael L. Watkins

2/24/98
Date

STATE OF VIRGINIA)

: ss.:

CITY OF RICHMOND)

On this 24th day of February, 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.

Francine L. Paige

NOTARY PUBLIC

(Notarial Seal)

My Commission Expires: 2/28/2001