

06-24-1999

RECC



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Attorney's Docket No. 021238-259

WPD 6-8-99

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

1. Name of conveying party(ies):

Barry Scott Smith, Michael J. Mullins, Roy E. Van Derlinden, and Donald L. Irvin

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name

Other: _____

Execution Date: 4/12/99, 4/9/99, 5/14/99, and 5/25/99

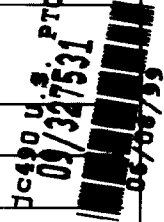
2. Name and address of receiving party(ies):

Name: Philip Morris Incorporated

Address: 120 Park Avenue

New York, New York 10017

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



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

09/327,531

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

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Peter K. Skiff

Address: BURNS, DOANE, SWECKER & MATHIS, L.L.P.

P.O. Box 1404

Alexandria, Virginia 22313-1404

6. Total number of applications and patents involved: 1

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

Enclosed

Authorized to be charged to deposit account, if necessary

8. Deposit account number:

02-4800

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 my attached copy is a true copy of the original document.

Harold R. Brown III - Reg. No. 36,341
Name of Person Signing

Harold R. Brown III
Signature

6-8-99
Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

06/21/1999 PALLER 00000035 09327531

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(10/97)

PATENT
REEL: 010036 FRAME: 0961

ASSIGNMENT (SOLE)

THIS ASSIGNMENT, by Barry Scott Smith, Michael J. Mullins, Roy E. Van Derlinden and Donald L. Irvin (hereinafter referred to as "the Assignor"), residing at 9639 Sandy Ridge Road, Hopewell, Virginia 23860; 11701 Buckhorn Road, Chesterfield, Virginia 23832; 11110 Bennie Duncan Road, Frederick, Maryland 21701; and 1214 James Rifle Court, Leesburg, Virginia 20176, witnesseth:

WHEREAS, the Assignor has made certain new and useful inventions in HIGH SPEED FLAW DETECTING SYSTEM FOR REFLECTIVE MATERIAL set forth in an application for Letters Patent of the United States, [X] having an oath or declaration executed on even date herewith; [X] bearing Serial No. _____ and filed on _____; and

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 and to 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 me paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

ASSIGNMENT OF UNITED STATES PATENT RIGHTS

I 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 I 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, I 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 I 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.

I 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 Assignor hereby covenants and agrees to and with the assignees, their successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor is the sole and lawful owner 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 Assignor has 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 Assignor hereby covenants and agrees to and with the assignees, their successors, legal representatives, and assigns, that the Assignor 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, I have hereunto signed my name on the date hereinafter indicated:

Date 4/12/99 Name of Assignor Barry Scott Smith
Barry Scott Smith

STATE OF VIRGINIA)
County Hanover : ss
~~CITY OF RICHMOND~~)

On this 12th day of April, 1999, 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.

My Commission Expires: 6/30/2001 Sandee L. Almond
NOTARY PUBLIC

(Notarial Seal)

April 12, 1999
Date

Date 4/9/99 Name of Assignor Michael J. Mullins
Michael J. Mullins

STATE OF VIRGINIA)
County Stafford : ss
~~CITY OF RICHMOND~~)

On this 9th day of April, 1999, 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.

My Commission Expires: 6/30/2001 Sandra L. Allmond
NOTARY PUBLIC

(Notarial Seal)

April 9, 1999
Date

Date 14 May, 99 Name of Assignor Roy E. Van Derlinden
Roy E. Van Derlinden

STATE OF MARYLAND
: ss
CITY/COUNTY of Washington

On this 14 day of May, 1999, 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.

My Commission Expires: 6/2/01 Kurt S. King
NOTARY PUBLIC

(Notarial Seal)

May 14, 1999
Date

Date May 25 1999 Name of Assignor Donald L. Irvin
Donald L. Irvin

Maryland
STATE OF ~~VIRGINIA~~)
: SS
CITY/COUNTY of Washington

On this 25 day of May, 1999, 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.

My Commission Expires: 6/2/01 Carol A. Jung
NOTARY PUBLIC

(Notarial Seal)

May 25 1999
Date