

06-01-2000

To the Honorable Commissioner of I



original documents or copy thereof

1. Name of conveying party(ies):

David L. Roberts
Donald H. Evers

101370934

receiving party (ies):

Name: PHILIP MORRIS INCORPORATED

Internal Address: 120 Park Avenue

City: New York

State: NY

Zip 10017

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

3. Nature of conveyance:

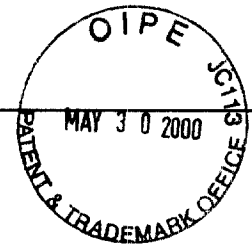
☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ OtherAdditional name(s) address(es) attached? Yes ☒ No

Execution Date: 05/10/00; 05/14/00

4. Application number (s) or patent number (s): Serial No. 09/504,922 filed February 16, 2000

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

A. Patent Application No.

Additional numbers attached? Yes ☒ No

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

Name: Richard M. Beck

Internal Address: CONNOLLY BOVE LODGE & HUTZ LLP

Street Address: P.O. BOX 2207

City: WILMINGTON State: DE Zip: 19899

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

8. Deposit account number: 03-2775 (If any additional fee is required)

(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.

RICHARD M. BECK

Name of Person Signing Reg. No. 22,580

Signature

May 22, 2000

Date

Attorney Docket #:4981*79

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

Do not detach this portion

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

**Assignment Branch
U.S. Patents and Trademarks Office
Office Public Records
Crystal Gateway 4, Room 33
Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0851-0011), Washington, D.C. 20503.

#92880v1<CB> -assignment cover.wpd

05/31/2000 KZEMDIE 00000030 09504922

02 FC:581

40.00 DP

**PATENT
REEL: 010817 FRAME: 0112**

ASSIGNMENT

THIS ASSIGNMENT, by David L. Roberts and Donald H. Evers; (hereinafter referred to as "the Assignor") , residing at 4035 Clover Road, Clover, VA 24534 and 420 Woodward Court, Lake Forrest, IL 60045, respectively, witnesseth:

WHEREAS the Assignor has made certain new and useful inventions in a "**FRONT OPENING CIGARETTE BOX**" set forth in an application for Letters Patent of the United States of America, Serial No. 09/504,922, filed February 16, 2000; 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 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) paid to me 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 applications, 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.

indicated.

5-10-2000
Date

PATENT
REEL: 010817 FRAME: 0116

