

*WDS-30-00*

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  
 Other

Additional 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)

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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

*Richard M Beck*  
Signature

May 22, 2000  
Date

Attorney Docket #:4981\*79

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

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## 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.



IN TESTIMONY THEREOF, I have hereunto signed my name at the date hereinafter indicated.

\_\_\_\_\_  
David L. Roberts

\_\_\_\_\_  
Date

STATE OF )  
 ) : SS.:  
CITY/COUNTY OF )

On this      day of                      ,2000, 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.

(Notarial Seal)

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expire

IN TESTIMONY THEREOF, I have hereunto signed my name at the date hereinafter indicated.

  
\_\_\_\_\_  
Donald H. Evers

  
\_\_\_\_\_  
Date

STATE OF )  
 ) : SS.:  
CITY/COUNTY OF )

On this      day of                      ,2000, 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.

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