FORM PTO-1595 (Rev. 6/93)

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Docket No. <u>021238-342</u>
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PM 1938E BDSM 021238-342 Attorney Docket Nos.

ASSIGNMENT

(JOINT)

THIS ASSIGNMENT, by 1) Shozo Minagawa, 2) Charles T. Higgins, 3) Takahide Takeda, and 4) Seiichi Kawakami (hereinafter referred to as "the Assignors"), residing at 1) Shibaura 3-5-25 #122, Minato-Ku, Tokyo 107-023, Japan; 2) 30 Glenbrooke Circle West, Richomond, Virginia 23229, U.S.A.; 3) 2325-13 Shizuki, Tsuna-cho Tsuna-gun, hYogo 656-2131, Japan; and 4) 3-12-1 Monobe, Sumoto City, Hyogo, 656-0051, Japan, respectively, witnesseth:

WHEREAS, the Assignors have made certain new and useful inventions in BATTERY set forth in an application for Letters Patent of the United States of America, [] having an oath or declaration executed on even date herewith;

[X] bearing Serial No. <u>29/120,165</u>, and filed on <u>March 16, 2000</u>; 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 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.

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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 abovementioned, 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 THERE	OF, we have hereunto signed our names on the dates hereinafter
indicated:	
Date 6/7/2000 Name (of Assignor My Mum 10 2 2 2
STATE OF VIRGINIA) : ss	Shozo Minagawa
CITY OF RICHMOND)	•
above-named individual, and acknowle	June, 2000, appeared before me in person the edged the above to be his signature and that he signed, sealed and pluntary act and deed, and for the uses and purposes therein set forth.
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My Commission Expires:	Kaname Kimur L
Proceemines AFTAIRS BERTAU	NOTARY PUBLIC KANAME KIMURA Witness
(Notarial Seal)	
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A STEPALING THEYE, JAPAN	Page 2 of 3

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Da	ate 5/23/00	Name of Assignor	
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Ċ	y Commission Expires: ぬはんしゅう otarial Seal)	Dereas D. Jums NOTARY PUBLIC	a .
Da	ate <u>6/16/00</u>	Name of Assignor 大口 発力 TAKAHIDE 不体的A	
CI	iove-named individual, and	day of	
	y Commission Expires:	Shunich: Kuriyama by Notary Public Witness	16/1
(N	otarial Seal)	VVINESS	
		Name of Assignor	
<u>ري</u> ab	On this 6 over-named individual, and elivered the above instrumen	day of, 2000, appeared before me in person the acknowledged the above to be his signature and that he signed, sealed and t as his voluntary act and deed, and for the uses and purposes therein set forth.	
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RECORDED: 06/27/2000