

03-20-2001

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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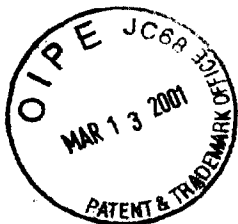
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Attorney's Docket No. 021238-402 (PM 1948)

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

1. Name of conveying party(ies):

- (1) ARUN SINHA
- (2) WENDY MARIN
- (3) BRENDAN ANDERSON
- (4) JAN JONES
- (5) ROBERT PANDORF
- (6) JAMES COLLINS
- (7) CHARLES T. HIGGINS
- (8) WILLIAM JAMES CROWE
- (9) TAKAHIDE TAKEDA



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

Name: PHILIP MORRIS INCORPORATED

Address: 120 PARK AVENUE

NEW YORK, NY 10017

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

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name

Other: \_\_\_\_\_

Execution Date: November 17, June 30, June 23,  
June 29, August 17, August 17, June 15,  
July 20, and August 25, 2000

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)

29/120,630

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

Wendi L. Weinstein, Registration No. 34,456  
Name of Person Signing

Wendi L. Weinstein  
Signature

March 13, 2001  
Date

Total number of pages including cover sheet, attachments, and document: 11

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

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

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## ASSIGNMENT (JOINT)

THIS ASSIGNMENT, by 1) Arun Sinha, 2) Wendy Marin, 3) Brendan Anderson, 4) Jan Jones, 5) Robert Pandorf, 6) James Collins, 7) Charles T. Higgins, 8) William James Crowe, and 9) Takahide Takeda, (hereinafter referred to as "the Assignors"), residing at 1) 143 Emery Drive East, Stamford, Connecticut 06902; 2) 56 Woodlawn Avenue, New Rochelle, New York 10804; 3) 200 East 89th Street, Apt. 17A, New York, New York 10128; 4) 14328 Regatta Pte. Road, Midlothian, Virginia 23112; 5) 231 Pascack Avenue, Emerson, New Jersey 07630; 6) 449 West 44th Street, Apt. 2E, New York, New York 10036; 7) 30 Glenbrooke Circle West, Richmond, Virginia 23229; 8) 11120 Chalkley Road, Chester, Virginia 23831; and 9) 2325-13 Shizuki, Tsuna-cho Tsuna-gun, Hyogo 656-2131, Japan, respectively, witnesseth:

WHEREAS, the Assignors have made certain new and useful inventions in LIGHTER set forth in an application for Letters Patent of the United States of America,  
☐ having an oath or declaration executed on even date herewith;  
☒ bearing Serial No. 29/120,630, and filed on March 23, 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 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.

**ASSIGNMENT OF  
FOREIGN PATENT RIGHTS**

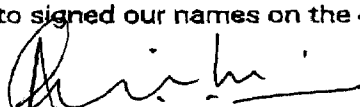
Further in view of the consideration hereinabove referred to, we do hereby sell, assign, and transfer unto PHILIP MORRIS PRODUCTS INC., its successors, assigns and legal representatives, all right, title and interest in and to the inventions for all countries foreign to the United States, including the 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;

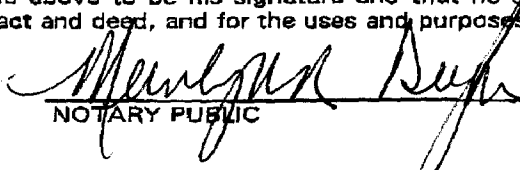
AND for the same consideration, the Assignors hereby covenant and agree to and with the assignees, their successors, legal representatives, and assigns, that the Assignors will, whenever counsel of the assignees, or counsel of their successors, legal representatives, and assigns, shall advise that any 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:

Date 11/17/00 Name of Assignor   
CONNECTICUT Arun SINHA  
STATE OF VIRGINIA )  
: ss  
CITY OF RICHMOND )

On this 17 day of November, 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.

My Commission Expires:

  
NOTARY PUBLIC

(Notarial Seal)

**MERRILYNN DUDECZKA**  
NOTARY PUBLIC  
MY COMMISSION EXPIRES 9/30/2003

Date \_\_\_\_\_ Name of Assignor \_\_\_\_\_  
Wendy MARIN

STATE OF VIRGINIA )  
: ss  
CITY OF RICHMOND )

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.

My Commission Expires: \_\_\_\_\_  
NOTARY PUBLIC

(Notarial Seal)

Date \_\_\_\_\_ Name of Assignor \_\_\_\_\_  
Brendan ANDERSON

STATE OF VIRGINIA )  
: ss  
CITY OF RICHMOND )

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.

My Commission Expires: \_\_\_\_\_  
NOTARY PUBLIC

(Notarial Seal)

Date \_\_\_\_\_ Name of Assignor \_\_\_\_\_  
Jan JONES

STATE OF VIRGINIA )  
: ss  
CITY OF RICHMOND )

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.

My Commission Expires: \_\_\_\_\_  
NOTARY PUBLIC

(Notarial Seal)

Date \_\_\_\_\_ Name of Assignor \_\_\_\_\_

Robert PANDORF

STATE OF VIRGINIA )

: ss

CITY OF RICHMOND )

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.

My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC

(Notarial Seal)

Date \_\_\_\_\_ Name of Assignor \_\_\_\_\_

James COLLINS

STATE OF VIRGINIA )

: ss

CITY OF RICHMOND )

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.

My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC

(Notarial Seal)

Date \_\_\_\_\_ Name of Assignor \_\_\_\_\_

Charles T. HIGGINS

STATE OF VIRGINIA )

: ss

CITY OF RICHMOND )

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.

My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC

(Notarial Seal)

Date \_\_\_\_\_ Name of Assignor \_\_\_\_\_

William James CROWE

STATE OF VIRGINIA )

: ss

CITY OF RICHMOND )

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.

My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC

(Notarial Seal)

Date \_\_\_\_\_ Name of Assignor \_\_\_\_\_

Takahide TAKEDA

STATE OF VIRGINIA )

: ss

CITY OF RICHMOND )

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.

My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC

(Notarial Seal)

## ASSIGNMENT (JOINT)

THIS ASSIGNMENT, by 1) Arun Sinha, 2) Wendy Marin, 3) Brendan Anderson, 4) Jan Jones, 5) Robert Pandorf, 6) James Collins, 7) Charles T. Higgins, 8) William James Crowe, and 9) Takahide Takeda, (hereinafter referred to as "the Assignors"), residing at 1) 143 Emery Drive East, Stamford, Connecticut 06902; 2) 56 Woodlawn Avenue, New Rochelle, New York 10804; 3) 200 East 89th Street, Apt. 17A, New York, New York 10128; 4) 14328 Regatta Pte. Road, Midlothian, Virginia 23112; 5) 231 Pascack Avenue, Emerson, New Jersey 07630; 6) 449 West 44th Street, Apt. 2E, New York, New York 10036; 7) 30 Glenbrooke Circle West, Richmond, Virginia 23229; 8) 11120 Chalkley Road, Chester, Virginia 23831; and 9) 2325-13 Shizuki, Tsuna-cho Tsuna-gun, Hyogo 656-2131, Japan, respectively, witnesseth:

WHEREAS, the Assignors have made certain new and useful inventions in LIGHTER 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. 29/120,630, and filed on March 23, 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 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.

## 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:

Date \_\_\_\_\_ Name of Assignor Arun SINHA

STATE OF VIRGINIA )  
CITY OF RICHMOND ) : ss

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.

**My Commission Expires:**

NOTARY PUBLIC

(Notarial Seal)



Date 6/30/00 Name of Assignor Wendy Marin  
Wendy MARIN

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

On this 30th day of June, 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.

My Commission Expires: 6/30/01

Sandra L. Allmond  
NOTARY PUBLIC

(Notarial Seal)

Date 6/23/00 Name of Assignor Brendan Anderson  
Brendan ANDERSON

STATE OF VIRGINIA )  
County New York : ss  
~~CITY OF RICHMOND~~  
nty of New York

On this 23rd day of June, 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.

My Commission Expires:

Kathleen M. Mulligan  
NOTARY PUBLIC

(Notarial Seal) KATHLEEN M. MULLIGAN  
Notary Public, State of New York  
Qualified in Suffolk County  
Certificate Filed in New York County  
Reg. #4883282 Expires Jan. 20, 2001

Date 6/29/00 Name of Assignor Jan A Jones  
Jan JONES

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

On this 29th day of June, 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.

My Commission Expires: 6/30/01

Sandra L. Allmond  
NOTARY PUBLIC

(Notarial Seal)

Date 8/17/00 Name of Assignor Robert PANDOLF  
STATE OF NEW JERSEY  
CITY OF BORON: ss  
CITY OF RICHMOND )

On this 17<sup>th</sup> day of AUGUST, 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.

My Commission Expires:

(Notarial Seal)

Robert L. Tuchman  
NOTARY PUBLIC  
ROBERT L. TUCHMAN  
AN ATTORNEY AT LAW OF THE  
STATE OF NEW JERSEY

Date 8-17-00 Name of Assignor James COLLINS  
STATE OF NEW JERSEY  
CITY OF BORON: ss  
CITY OF RICHMOND )

On this 17<sup>th</sup> day of AUGUST, 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.

My Commission Expires:

(Notarial Seal)

Robert L. Tuchman  
NOTARY PUBLIC  
ROBERT L. TUCHMAN  
AN ATTORNEY AT LAW OF THE  
STATE OF NEW JERSEY

Date 6/15/00 Name of Assignor Charles T. Higgins  
STATE OF VIRGINIA )  
CITY OF RICHMOND ) : ss

On this 15 day of JUNE, 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.

My Commission Expires:

(Notarial Seal)

Terese J. Sims  
NOTARY PUBLIC

Date 7-20-00 Name of Assignor William James Crowe  
William James CROWE

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

On this 20<sup>th</sup> day of July, 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.

My Commission Expires: 6/30/01 Sandra L. Allmond  
NOTARY PUBLIC

(Notarial Seal)

Date 8/25/00 Name of Assignor TAKAHIDE TAKEDA  
Takahide TAKEDA

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

On this 25<sup>th</sup> day of August, 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.

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

(Notarial Seal)