

04-25-2002

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of

102067029

... and attached original documents or copy thereof

1. Name of conveying party(ies):

Lixin Xue
Kent B. Koller
Qiong Gao

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

Name: Philip Morris Incorporated

Internal Address: 120 Park Avenue

Street:

Address:

City: New York State: NY Zip: 10017

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

3. Nature of conveyance:

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

Execution Date: March 4, 2002; March 6, 2002; and March 19, 2002

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

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 account8. Deposit account number: 03-2775 (If any additional fee is required)
(Attach duplicate copy of this page if paying by deposit account)

04/24/2002 TDI A21 00000160 10123584

01 F0581

40.00

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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

Signature

April 16, 2002

Date

Attorney Docket #: 4981*378

Total number of pages including cover sheet, attachments and document: 6

Do not detach this portion

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Assignment Branch
U.S. Patents and Trademarks Office
Washington, D.C. 20231

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ASSIGNMENT

THIS ASSIGNMENT, by Lixin Xue, Kent B. Koller and Qiong Gao; (hereinafter referred to as "the Assignors"), residing at 14307 Huntgate Wood Road Midlothian, VA 23112; 8401 Kintail Drive, Chesterfield, VA 23838; and 150 South Middle Neck Road, Apt. 3R, Great Neck, NY 11021, respectively, witnesseth:

WHEREAS the Assignor has made certain new and useful inventions in a "**HIGH SURFACE AREA MICRO-POROUS FIBERS FROM POLYMER SOLUTIONS**" set forth in an application for Letters Patent of the United States of America, executed concurrently herewith.

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**

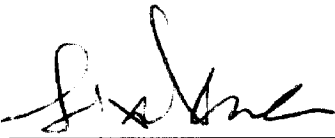
Further in view of the consideration hereinabove referred to I do hereby sell, assign, and transfer unto PHILIP MORRIS PRODUCTS INC., its successors, assigns and legal representatives, all right, title and interest in and to the inventions for all countries foreign to the United States, including the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

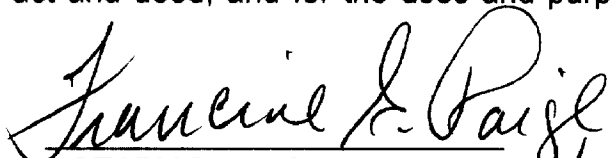

Lixin Xue

03/04/2002
Date

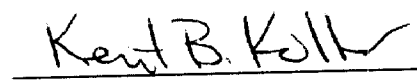
STATE OF Virginia)
CITY/COUNTY OF Richmond) SS.:

On this 4th day of March, 2002, 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 2/28/05

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

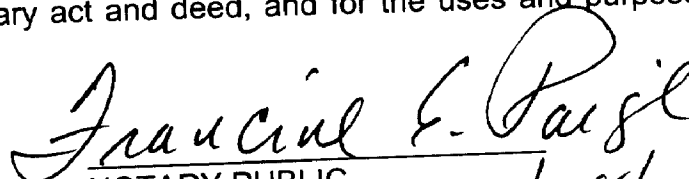

Kent B. Koller

3/6/2002
Date

STATE OF)
CITY/COUNTY OF) SS.:

On this 6th day of March, 2002, 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 2/28/05

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

Qiong Gao
Qiong Gao

3/19/02
Date

STATE OF NEW YORK)
): SS.:
~~CITY~~/COUNTY OF Nassau)

On this 1st day of March, 2002, 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)

Laurie E. Strand
NOTARY PUBLIC
My Commission Expire

LAURIE E. STRAND
NOTARY PUBLIC, STATE OF NEW YORK
NO. 5000488
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES 8/17/2002