

02-11-2004

FORM PTO - 1595

U.S. DEPARTMENT OF COMMERCE



and Trademark Office

102666682

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

1. Name of conveying party(ies):

Robert T. Mitten  
Scott A. Fath

2-9-04

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

Name: Philip Morris USA Inc.

Address: 120 Park Avenue

City: New York

State: New York

Zip: 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: January 16, 2004; January 12, 2004

4. Application number (s) or patent number (s): 29/196,581 filed on December 31, 2003

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

A. Patent Application No.(s) B. Patent No.(s)

Additional numbers attached? \_\_\_ Yes  No

2004 FEB -9 AM 9:02  
OPR/FINANCE

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  
 Previously submitted  
 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

February 5, 2004

Name of Person Signing Reg. No. 22,580

Signature

Date

Attorney Docket #: 4981\*479

Total number of pages including cover sheet, attachments and document: 5

OMB No. 0651-0011 (exp. 4/94)

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

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PATENT  
REEL: 014959 FRAME: 0557

## ASSIGNMENT

**THIS ASSIGNMENT**, by Robert T. Mitten and Scott A. Fath (hereinafter referred to as "the Assignors"), residing at 10221 Brookemoor Lane, Glen Allen, VA 23060 and 9608 Gaslight Place, Richmond, VA 23229, respectively, witnesseth:

WHEREAS the Assignors have made certain new and useful inventions in "**Cigarette Mini-Pack Shell and Slide**" set forth in application for Letters Patent of the United States of America, Application Serial No. 29/196,581, filed on December 31, 2003; and

WHEREAS, PHILIP MORRIS USA INC., 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 therefore and thereon; and

WHEREAS, PHILIP MORRIS PRODUCTS S.A., a corporation organized and existing under the laws of the Switzerland and having an office and place of business at Quai Jearnrenaud 3, CH-2000, Neuchatel, Switzerland, 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 therefore 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 USA INC., 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 USA INC. 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 S.A., 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 S.A. as the assignee thereof.

We further agree to execute upon request of the assignee PHILIP MORRIS USA INC. 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 S.A. 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 USA INC. in the United States and of assignee PHILIP MORRIS PRODUCTS S.A. 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, I have hereunto signed my name at the date hereinafter

indicated.

Robert T. Mitten  
Robert T. Mitten

1/16/04  
Date

STATE OF VIRGINIA

)  
) SS.:

CITY/COUNTY OF RICHMOND

On this 16 day of January, 2004, appeared before me in person the above-named individual, and acknowledged the above to be his/her signature and that he/she signed, sealed and delivered the above instrument as his voluntary act and deed, and for the uses and purposes therein set forth.

Lawrence B. Queham  
NOTARY PUBLIC

(Notarial Seal)

My Commission Expires: November 30, 2007

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

indicated.

Scott A. Fath  
Scott A. Fath

1/12/04  
Date

STATE OF VIRGINIA

)  
) SS.:

CITY/COUNTY OF RICHMOND

On this 12 day of January, 2004, appeared before me in person the above-named individual, and acknowledged the above to be his/her signature and that he/she signed, sealed and delivered the above instrument as his voluntary act and deed, and for the uses and purposes therein set forth.

Lawrence B. Queham  
NOTARY PUBLIC

(Notarial Seal)

My Commission Expires: November 30, 2007

RMB/alh/304595