

08-09-2004



8.5 04

Form PTO-1595

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2)

102809024

HEET

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Edmond J. Cadieux, Jr. (06/16/2004), Steven M. Campbell (06/07/2004), James D. Evans (06/07/2004), Steven R. Rinehart (06/04/2004), G. R. Scott (06/28/2004), Barry S. Smith (06/16/2004),

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

3. Nature of Conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other
Execution Date: see Box 1, conveying parties

2. Name and address of receiving party(ies)

Name: Philip Morris USA Inc.

Internal Address: _____

Street Address: _____

6601 West Broad Street

City: RichmondState: VA Zip: 23230Additional name(s) & address(es) attached: ☐ Yes ☒ No

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

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

A. Patent Application No.(s):

10/785552

B. Patent No.(s):

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Richard M. Beck
CONNOLLY BOVE LODGE & HUTZ LLP

Internal Address: _____

Street Address:
1007 North Orange Street
P.O. Box 2207City: Wilmington State: DE Zip: 198996. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41) \$ 40.00
☐ Enclosed
☒ Authorized to be charged to deposit account
☐ Authorized to be charged to credit card
 (Form 2038 enclosed)

8. Deposit account number:

03-2775

(Attach duplicate copy of this page if paying by deposit account)

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.

Richard M. Beck - 22,580

Name of Person Signing

Signature

August 2, 2004

Date

Total number of pages including cover sheet, attachments, and documents: 10

I hereby certify that this correspondence is being deposited with the U.S. Postal Service with sufficient postage as First Class Mail, in an envelope addressed to: MS Assignment Recordation Services, Director of the U.S. Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450, on the date shown below.

Dated: 8/2/04

Signature:

(Amy L. Hamm)

08/06/2004 ECDOPER 00000117 032775 10785552

01 FC:8021

40.00 DA

PATENT
REEL: 015647 FRAME: 0705

**RECORDATION FORM COVER SHEET
(continued)****Additional Conveying Party(ies) (1. Continued):**

Steven F. Spiers (06/08/2004), Linwood H. Carneal, Jr. (07/22/2004), Hubert C. Goodman, Jr. (07/22/2004), and Joshua L. Roby (07/22/2004)

Additional Assignees (2. Continued):

Assignee Name: _____

Internal Address: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Assignee Name: _____

Internal Address: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Assignee Name: _____

Internal Address: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Additional Applications and/or Patents (4. Continued):

Additional Patent Application Numbers
4A. Continued:

Additional Patent Numbers
4B. Continued:

Additional numbers attached?

☐

Yes

☐

No

ASSIGNMENT

THIS ASSIGNMENT, by Edmond J. Cadieux, Jr.; Steve Campbell; James D. Evans; Steven R. Rinehart; G. Robert Scott; Barry S. Smith; Steven F. Spiers; Linwood H. Carneal, Jr.; Hubert Coleman Goodman, Jr.; and Joshua L. Roby (hereinafter referred to as the Assignors), residing at 9473 Indianfield Drive, Midlothian, VA 23116; 8341 Reeds Grove Lane, Mechanicsville, VA 23116; 13708 Mountcastle Place, Chesterfield, VA 23832; 13920 Brandy Oaks Place, Chesterfield, VA 23832; 13381 Drakewood Road, Midlothian, VA 23113; 9751 Jamescrest Drive, Hopewell, VA 23860; 10348 Ashburn Road, Richmond, VA 23235; 9006 Cherokee Road, Richmond, VA 23235; 13504 Lady Ashley Road, Midlothian, VA 23114; and 7226 Cactus Road, Mechanicsville, VA 23111, respectively, witnesseth:

WHEREAS the Assignors have made certain new and useful inventions in **Process and Apparatus for Folding and Applying Onserts Onto Consumer Goods** set forth in application for Letters Patent of the United States of America, Application Serial No. 10/785,552, filed on February 24, 2004; 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 6601 West Broad Street, Richmond, VA 23230, 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 Jearnrendaud 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 therefore 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 therefore, 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, we have hereunto signed our names the dates hereinafter

indicated:

Edmond J. Cadieux, Jr
Edmond J. Cadieux, Jr

6/16/04
Date

STATE OF VIRGINIA

)
) SS.:
)

CITY/COUNTY OF RICHMOND

On this 16 day of June, 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.

(Notarial Seal)

Daniel B. Durham
NOTARY PUBLIC
My Commission Expires: Nov. 30, 2007

IN TESTIMONY THEREOF, we have hereunto signed our names the dates hereinafter

indicated:

Steve Campbell
Steve Campbell

6/7/04
Date

STATE OF VIRGINIA

)
) SS.:
)

CITY/COUNTY OF RICHMOND

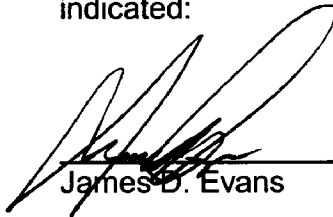
On this 7 day of June, 2004, appeared before me in person the above-named individual, and acknowledged the above to be his/her signature and that he/she signed, sealed and delivered the above instrument as his voluntary act and deed, and for the uses and purposes therein set forth.

(Notarial Seal)

Daniel B. Durham
NOTARY PUBLIC
My Commission Expires: Nov. 30 2007

IN TESTIMONY THEREOF, we have hereunto signed our names the dates hereinafter

indicated:


James D. Evans

06/07/04
Date

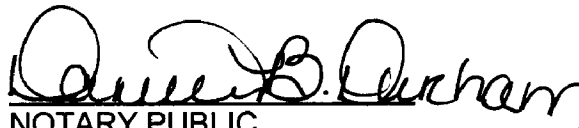
STATE OF VIRGINIA

)
) SS.:
)

CITY/COUNTY OF RICHMOND

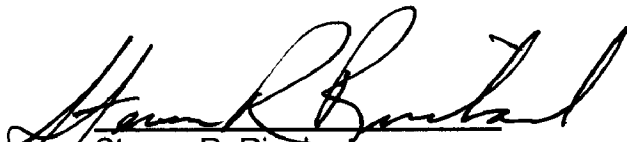
On this 7 day of June, 2004, appeared before me in person the above-named individual, and acknowledged the above to be his/her signature and that he/she signed, sealed and delivered the above instrument as his voluntary act and deed, and for the uses and purposes therein set forth.

(Notarial Seal)


NOTARY PUBLIC
My Commission Expires: November 30, 2007

IN TESTIMONY THEREOF, we have hereunto signed our names the dates hereinafter

indicated:


Steven R. Rinehart

6/4/04
Date

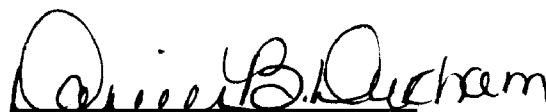
STATE OF VIRGINIA

)
) SS.:
)

CITY/COUNTY OF RICHMOND

On this 4 day of June, 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.

(Notarial Seal)


NOTARY PUBLIC
My Commission Expires: NOV. 30, 2007

IN TESTIMONY THEREOF, we have hereunto signed our names the dates hereinafter

indicated:

G. Robert Scott
G. Robert Scott

6/28/04
Date

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

On this 28 day of June, 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.

(Notarial Seal)

Dan B. Durham
NOTARY PUBLIC
My Commission Expires: Nov. 30, 2007

IN TESTIMONY THEREOF, we have hereunto signed our names the dates hereinafter

indicated:

Barry S. Smith
Barry S. Smith

6-16-04
Date

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

On this 16 day of June, 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.

(Notarial Seal)

Dan B. Durham
NOTARY PUBLIC
My Commission Expires: Nov 30, 2007

IN TESTIMONY THEREOF, we have hereunto signed our names the dates hereinafter indicated:

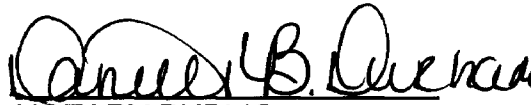

Steven F. Spiers

6/8/04
Date

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

On this 8 day of June, 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.

(Notarial Seal)


NOTARY PUBLIC
My Commission Expires: Nov. 30, 2007

IN TESTIMONY THEREOF, we have hereunto signed our names the dates hereinafter indicated:

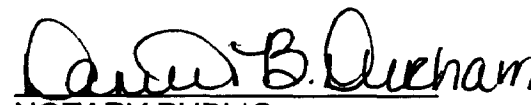

Linwood H. Cameal, Jr.

7/22/04
Date

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

On this 22 day of July, 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.

(Notarial Seal)


NOTARY PUBLIC
My Commission Expires: Nov. 30, 2007

