

Form PTO-1595 (Rev. 09/04)
OMB No. 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):
 John Dawson (01/26/2005), Loren Duvekot (01/24/2005), Travis Garthaffner (01/20/2005), Rashard Thurman (03/17/2005), and
 Execution Date(s): In parentheses after inventor name
 Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
 Name: Philip Morris USA Inc.
 Internal Address: _____
 Street Address: 6601 West Broad Street
 City: Richmond
 State: VA
 Country: United States of America Zip: 23230
 Additional name(s) & address(es) attached: Yes No

3. Nature of Conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

4. Application or patent number(s): This document is being filed together with a new application.
 A. Patent Application No.(s) 11/019786
 B. Patent No.(s) _____
 Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:
 Name: Richard M. Beck
CONNOLLY BOVE LODGE & HUTZ LLP
 Internal Address: Atty. Dkt.: 04981-00491-US
 Street Address: 1007 North Orange Street
P.O. Box 2207
 City: Wilmington
 State: DE Zip: 19899
 Phone Number: (302) 658-9141
 Fax Number: (302) 658-5614
 Email Address: rbeck@cblh.com

6. Total number of applications and patents involved: 1
7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information
 a. Credit Card Last 4 Numbers _____
 Expiration Date _____
 b. Deposit Account Number 03-2775
 Authorized User Name Richard M. Beck

9. Signature:
Richard M. Beck April 1, 2005
 Signature Date
Richard M. Beck - 22,580
 Name of Person Signing
 Total number of pages including cover sheet, attachments, and documents:

CH \$40.00 032775 11019786

ASSIGNMENT

THIS ASSIGNMENT, by John Dawson; Loren Duvoket; Travis Garthaffner; Rashard Thurman; and Charles Gary Atwell (hereinafter referred to as "the Assignors"), residing at 4150 October Road, Richmond, VA 23234; 4500 Whitehall Road, Goochland, VA 23063; 5200 Newbys Wood Trail, Chesterfield, VA 23832; 1363 W. Broad Street #243, Richmond VA, 23220; and 9252 Deer Run Road, Richmond, VA 23116, respectively, witnesseth:

WHEREAS the Assignors have made certain new and useful inventions in "**Compound Filter Rod Making Apparatus and Process**" set forth in application for Letters Patent of the United States of America, Application Serial No. 11/019,786, filed on December 22, 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 Jeanrenaud 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, I have hereunto signed my name at the date hereinafter indicated.

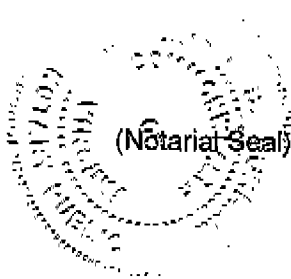
[Signature]
John Dawson

Date 1/24/05

STATE OF VIRGINIA
CITY/COUNTY OF RICHMOND

)
) SS.:
)

On this 24 day of January, 2005, 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.



[Signature]
NOTARY PUBLIC
My Commission Expires: Nov. 30, 2007

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

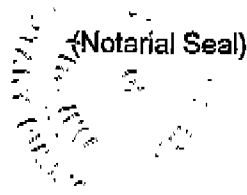
[Signature]
Loren Duvoket

Date 1-24-05

STATE OF VIRGINIA
CITY/COUNTY OF RICHMOND

)
) SS.:
)

On this 24 day of January, 2005, 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.



[Signature]
NOTARY PUBLIC
My Commission Expires: Nov. 30, 2007

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

Travis Garthaffner

Date

STATE OF VIRGINIA)

) : SS.:

CITY/COUNTY OF RICHMOND)

On this _____ day of _____, 2005, 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:

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

Rashard Thurman ✓
Rashard Thurman

3/17/05 ✓
Date

STATE OF VIRGINIA)

) : SS.:

CITY/COUNTY OF RICHMOND)

On this 17 day of March, 2005, 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)

David B. Wickham
NOTARY PUBLIC
My Commission Expires: Nov. 30, 2007

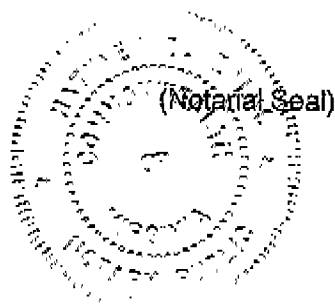
IN TESTIMONY THEREOF, I have hereunto signed my name at the date hereinafter indicated.

Charles Gary Atwell
Charles Gary Atwell

1/25/05
Date

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

On this 25 day of JANUARY, 2005, 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.



RMB/alh
NOTARY PUBLIC
My Commission Expires: 1-31-2007

RMB/alh/349122