

Substitute for Form PTO-1595

**RECORDATION FORM COVER SHEET  
PATENTS ONLY**U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office**Attorney's Docket No. 1021238-000839**

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

**1. Name of conveying party(ies):**

- (1) John H. KUTSCH  
(2) Rutger THIELLIER  
(3) Andrew VEST

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No**3. Nature of conveyance:**

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

**Execution Date:** April 16, 2006; May 4, 2006; and  
May 3, 2006

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

Name: PHILIP MORRIS USA INC.

Address:

6601 West Broad Street  
Richmond, Virginia 23230

Additional name(s) & addresses 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 application is: \_\_\_\_\_

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

29/251.980

**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, Esq.

Address:

Buchanan Ingersoll PC  
Including attorneys from Burns, Doane, Swecker & Mathis  
Customer Number 2 1 8 3 9  
P.O. Box 1404  
Alexandria, VA 22313-1404

**6. Total number of applications and patents involved:**

1

**7. Total fee (37 CFR 3.41),.....\$** \$40.00 (8021)

- ☐ Enclosed  
☒ Authorized to be charged to deposit account  
☐ Credit card. Form PTO-2038 is attached.

**8. Deposit account number:****02-4800**

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

**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 Leigh Weinstein**

Name of Person Signing

**34,456**

Reg. No.



Signature

**May 9, 2006**

Date

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

13

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

Director of the United States Patent and Trademark Office / Mail Stop Assignment Recordation Services  
P.O. Box 1450 / Alexandria, VA 22313-1450

I hereby certify that this correspondence is being submitted by facsimile transmission to the Director of the United States Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450, to the following facsimile number:

Facsimile Number: \_\_\_\_\_

Date of Transmission: May 9, 2006

Typed Name

**PATENT**

700263429

REEL: 017602 FRAME: 0262

CH \$40.00 024800 29261980

PM 2285 Des III

BUCHANAN INGERSOLL PC (including  
attorneys from BURNS, DOANE, SWECKER & MATHIS)  
Attorney Docket No. 1021238-000839

ASSIGNMENT  
(JOINT)

THIS ASSIGNMENT, by (1) John H. Kutsch, (2) Rutger Thiellier and  
(3) Andrew Vest (hereinafter referred to as "the Assignors"), residing at (1) 14 South  
Walkup Street, Crystal Lake, IL 60014; (2) 320 West Illinois, Apt. 915, Chicago, IL 60610  
and (3) 1536 Hardwood Terrace, Midlothian, VA 23114, respectively, witnesseth:

WHEREAS, the Assignors have made certain new and useful inventions in a  
CONTAINER set forth in an application for Design Letters Patent of the United States of  
America, [ ] having an oath or declaration executed on even date herewith; [X] bearing  
Serial No. 29/251,980, and filed on January 18, 2006; 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 and to any United States Letters Patent or Patents, to be  
obtained therefor and thereon; and

WHEREAS, PHILIP MORRIS PRODUCTS S.A. (formerly known as Fabriques de  
Tabac Reunies S.A.), a corporation organized and existing under the laws of Switzerland and  
having an office and place of business at Quai Jeanrenaud 3, CH-2000, Neuchâtel,  
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 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 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, we have hereunto signed our names on the dates hereinafter indicated:

Date 4/16/06 Name of Assignor   
John H. KUTSCH

STATE OF ILLINOIS )  
: ss  
CITY OF )

On this \_\_\_\_ day of \_\_\_\_\_, 2006, 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 \_\_\_\_\_  
Rutger THIELLIER

STATE OF ILLINOIS )  
: ss  
CITY OF )

On this \_\_\_\_ day of \_\_\_\_\_, 2006, 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 \_\_\_\_\_

Andrew VEST

STATE OF VIRGINIA )

: ss

CITY OF RICHMOND )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2006, 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)

PM 2285 Des III

BUCHANAN INGERSOLL PC (including  
attorneys from BURNS, DOANE, SWECKER & MATHIS)  
Attorney Docket No. 1021238-000839

ASSIGNMENT  
(JOINT)

THIS ASSIGNMENT, by (1) John H. Kutsch, (2) Rutger Thiellier and (3) Andrew Vest (hereinafter referred to as "the Assignors"), residing at (1) 14 South Walkup Street, Crystal Lake, IL 60014; (2) 320 West Illinois, Apt. 915, Chicago, IL 60610 and (3) 1536 Hardwood Terrace, Midlothian, VA 23114, respectively, witnesseth:

WHEREAS, the Assignors have made certain new and useful inventions in a CONTAINER set forth in an application for Design Letters Patent of the United States of America, [ ] having an oath or declaration executed on even date herewith; [X] bearing Serial No. 29/251,980, and filed on January 18, 2006; 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 and to any United States Letters Patent or Patents, to be obtained therefor and thereon; and

WHEREAS, PHILIP MORRIS PRODUCTS S.A. (formerly known as Fabriques de Tabac Reunies S.A.), a corporation organized and existing under the laws of Switzerland and having an office and place of business at Quai Jeanrenaud 3, CH-2000, Neuchâtel, 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 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 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, we have hereunto signed our names on the dates hereinafter indicated:

Date \_\_\_\_\_

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

John H. KUTSCH

STATE OF ILLINOIS )

: ss

CITY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2006, 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 05-04-2006

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

Rutger THIELIER

STATE OF ILLINOIS )

: ss

CITY OF )

On this 4th day of May, 2006, 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 \_\_\_\_\_

Andrew VEST

STATE OF VIRGINIA )

: ss

CITY OF RICHMOND )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2006, 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)

PM 2285 Des II

BUCHANAN INGERSOLL PC (including  
attorneys from BURNS, DOANE, SWECKER & MATHIS)  
Attorney Docket No. 1021238-000838

ASSIGNMENT  
(JOINT)

THIS ASSIGNMENT, by (1) John H. Kutsch, (2) Rutger Thiellier and  
(3) Andrew Vest (hereinafter referred to as "the Assignors"), residing at (1) 14 South  
Walkup Street, Crystal Lake, IL 60014; (2) 320 West Illinois, Apt. 915, Chicago, IL 60610  
and (3) 1536 Hardwood Terrace, Midlothian, VA 23114, respectively, witnesseth:

WHEREAS, the Assignors have made certain new and useful inventions in a  
CONTAINER set forth in an application for Design Letters Patent of the United States of  
America, [ ] having an oath or declaration executed on even date herewith; [X] bearing  
Serial No. 29/251,992, and filed on January 18, 2006; 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 and to any United States Letters Patent or Patents, to be  
obtained therefor and thereon; and

WHEREAS, PHILIP MORRIS PRODUCTS S.A. (formerly known as Fabriques de  
Tabac Reunies S.A.), a corporation organized and existing under the laws of Switzerland and  
having an office and place of business at Quai Jeanrenaud 3, CH-2000, Neuchâtel,  
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 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 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, we have hereunto signed our names on the dates hereinafter indicated:

Date \_\_\_\_\_ Name of Assignor \_\_\_\_\_  
John H. KUTSCH

STATE OF ILLINOIS )  
: ss  
CITY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2006, 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 \_\_\_\_\_  
Rutger THIELLIER

STATE OF ILLINOIS )  
: ss  
CITY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2006, 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 5/3/06

Name of Assignor

Andrew Vest  
Andrew VEST

STATE OF VIRGINIA )

CITY OF RICHMOND ) <sup>ss</sup> Newport News

On this 3 day of May, 2006, 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)

My Commission Expires April 30, 2008

[Signature]  
NOTARY PUBLIC