

Form PTO-1595 (Rev. 08/05)
OMB No. 0651-0027 (exp. 6/30/2008)U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark OfficeRECORDATION FORM COVER SHEET
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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):

Bhanu M. Evanl

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s): February 2, 2007

- ☒ Assignment ☐ Merger ☐ Change of Name
☐ Security Agreement ☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Philip Morris USA Inc.

Internal Address: _____

Street Address: _____

6601 West Broad Street

City: Richmond

State: Virginia

Country: United States of America Zip: 23230

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

A. Patent Application No.(s)

11/644,682

☐ This document is being filed together with a new application.

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.: 04981-00592-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

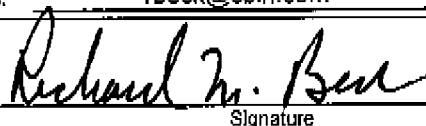
7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- ☐ 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:



Signature

Date

Richard M. Beck - 22,580

Name of Person Signing

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

5

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I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is being transmitted by facsimile to the Patent and Trademark Office, facsimile no. (571) 273-0140, on the date shown below.

Dated: 2/19/07

Signature:  (Amy L. Hamm)

PATENT

ASSIGNMENT

THIS ASSIGNMENT, by Bhanu Murthy Evani (hereinafter referred to as "the Assignor"), residing at 9008 Ashcroft Way, Richmond, VA 23236-4900, respectively, witnesseth:

WHEREAS the Assignor has made certain new and useful inventions in an **"INHALER DEVICE"** set forth in application for Letters Patent of the United States of America, Application Serial No. 11/644,682, filed on December 22, 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 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 Switzerland and having an office and place of business at Quai Jearnrend 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**

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 therefore 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 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 applications, 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 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 S.A. 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 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 INCORPORATED 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 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.

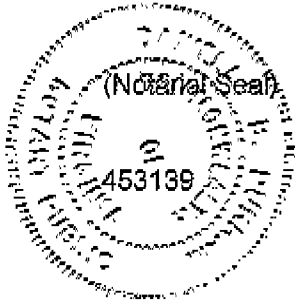
Bhanu Murthy Evani
Bhanu Murthy Evani

2-9-2007
Date

STATE OF Virginia

CITY/COUNTY OF Richmond

On this 9 day of February, 2007, 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