### PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Pamela D. Moore	01/15/2009
Stephen J. Bellamah	01/29/2009
Dominic J.C. Howard	06/23/2009

### **RECEIVING PARTY DATA**

Name:	Philip Morris USA Inc.	
Street Address:	6601 West Broad Street	
City:	Richmond	
State/Country:	VIRGINIA	
Postal Code:	23230	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	
Application Number:	12332776	

### **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER: 1021238-001087

NAME OF SUBMITTER: Peter K. Skiff

Total Attachments: 4

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PM2517 UTIL Buchanan Ingersoll & Rooney PC Attorney Docket Nos. 1021238-001087

# ASSIGNMENT (JOINT)

THIS ASSIGNMENT, by 1) Pamela D. Moore, Stephen J. Bellamah and 3) Dominic J. C. Howard (hereinafter referred to as "the Assignors"), residing at 1) 6229 Holly Trail, Gloucester, VA 23061, 2) 1930 Corner Rock Road, Midlothian, VA 23113 and 3) 13315 Ellerton Terrace, Midlothian, VA 23113, respectively, witnesseth:

WHEREAS, the Assignors have made certain new and useful inventions in <u>BLANK</u> FOR FORMING SLEEVE INCLUDING A POCKET set forth in an application for Letters Patent of the United States of America, [ ] having an oath or declaration executed on even date herewith; [X] bearing Serial No. <u>12/332,776</u>, and filed on <u>December 11, 2008</u>; 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 following 15, 2009 Name of Assignor Fingulary June Pamela D. Moore
STATE OF VIRGINIA )
: ss
CITY OF RICHMOND )
On this day of 2009, 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.  Danielle Basi Durham Commonwealth of Virginia
My Commission Expres: Notary Public Commission No. 337303 NOTARY PUBLIC
(Notarial Scal) My Commission Expires 11/30/2012 NOTARY PUBLIC
Date/27/09 Name of Assignor Stephen J. Bellamah
STATE OF VIRGINIA )
: :ss
CITY OF RICHMOND )
On this day of and Davided, 2009, 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:
(Notation of Commonwealth of Virginia Notary Public Commission No. 337303 My Commission Expires 11/30/2012

Date 6/23/09  Nowlook  STATE OF VIRGINIA )  COUNTY OF RICHMOND )	Name of Assignor	Dominic J. C. Molyard
On this day of day of the above-named individual, and signed, sealed and delivered the a uses and purposes therein set fort	acknowledged the above above instrument as his v	2009, appeared before me in person e to be his signature and that he voluntary act and deed, and for the
My Commission Expires:		Melly feebin
(Notarial Seal)		
	Con	KELLY RUBIN Notary Public, State of New York No. 6014781 Qualified in New York County nmission Expires October 19, 20 10

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