#### PATENT ASSIGNMENT

### Electronic Version v1.1 Stylesheet Version v1.1

**SUBMISSION TYPE: NEW ASSIGNMENT** NATURE OF CONVEYANCE: **ASSIGNMENT** 

#### **CONVEYING PARTY DATA**

Name	Execution Date
Pierre Wetzel	06/26/2009
Frederic Buehler	06/25/2009

#### **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:	12421833

#### **CORRESPONDENCE DATA**

Fax Number: (703)836-2021

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ATTORNEY DOCKET NUMBER: 1021238-001208

NAME OF SUBMITTER: Peter K. Skiff

Total Attachments: 4

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**PATENT** 500904294 REEL: 022922 FRAME: 0349

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PATENT REEL: 022922 FRAME: 0350

FTR0414 UTIL Buchanan Ingersoll & Rooney PC BIR Docket No. 1021238-001208

# ASSIGNMENT (JOINT)

THIS ASSIGNMENT, by 1) Pierre Wetzel and 2) Frederic Buehler (hereinafter referred to as "the Assignors"), residing at 1) Route Principale 55, 1786 Nant/Sugiez, Switzerland and 2) Rue de Saars 107, 2000 Neuchatel, Switzerland, respectively, witnesseth:

WHEREAS, the Assignors have made certain new and useful inventions in <u>PROCESS FOR PREPARING A TOBACCO BLEND</u> 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>12/421,833</u>, and filed on <u>April 10, 2009</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

NOW, THEREFORE, be it known that for and in consideration of the sum of One Dollar (\$1.00) to 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.

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 otherwise give full effect to and perfect the rights of the assignee PHILIP MORRIS USA INC. in 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

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PATENT REEL: 022922 FRAME: 0351 entire right, title, and interest in and to the inventions and any and all applications for Letters Patent above-mentioned, and that the same is 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 date hereinafter indicated:

Date _	26/06/2009	Name of Assignor	Pierre Wetzel
Date _		Name of Assignor	Frederic Buehler

# ASSIGNMENT (JOINT)

THIS ASSIGNMENT, by 1) Pierre Wetzel and 2) Frederic Buehler (hereinafter referred to as "the Assignors"), residing at 1) Route Principale 55, 1786 Nant/Sugiez, Switzerland and 2) Rue de Saars 107, 2000 Neuchatel, Switzerland, respectively, witnesseth:

WHEREAS, the Assignors have made certain new and useful inventions in PROCESS FOR PREPARING A TOBACCO BLEND 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. 12/421,833, and filed on April 10, 2009; 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

NOW, THEREFORE, be it known that for and in consideration of the sum of One Dollar (\$1.00) to 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.

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 otherwise give full effect to and perfect the rights of the assignee PHILIP MORRIS USA INC. in 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

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entire right, title, and interest in and to the inventions and any and all applications for Letters Patent above-mentioned, and that the same is 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 date hereinafter indicated:

Date	Name of Assignor	Pierre Wetzel
Date June 25, 2009	Name of Assignor	Frederic Buehler