

# PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNMENT												
<b>CONVEYING PARTY DATA</b>													
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>Charles Gary Atwell</td> <td>07/14/2009</td> </tr> <tr> <td>Martin T. Garthaffner</td> <td>02/11/2009</td> </tr> <tr> <td>Robert C. Lanier Jr.</td> <td>07/17/2009</td> </tr> </tbody> </table>		Name	Execution Date	Charles Gary Atwell	07/14/2009	Martin T. Garthaffner	02/11/2009	Robert C. Lanier Jr.	07/17/2009				
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<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>PHILIP MORRIS USA INC.</td> </tr> <tr> <td>Street Address:</td> <td>6601 West Broad Street</td> </tr> <tr> <td>Internal Address:</td> <td>---</td> </tr> <tr> <td>City:</td> <td>Richmond</td> </tr> <tr> <td>State/Country:</td> <td>VIRGINIA</td> </tr> <tr> <td>Postal Code:</td> <td>23230</td> </tr> </table>		Name:	PHILIP MORRIS USA INC.	Street Address:	6601 West Broad Street	Internal Address:	---	City:	Richmond	State/Country:	VIRGINIA	Postal Code:	23230
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PROPERTY NUMBERS Total: 1													
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<b>CORRESPONDENCE DATA</b>													
<p>Fax Number: (302)658-5614  <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 3026589141        Email: ebruno@cblh.com        Correspondent Name: Richard M. Beck        Address Line 1: 1007 North Orange Street        Address Line 2: ---        Address Line 4: Wilmington, DELAWARE 19899-2207</p>													
ATTORNEY DOCKET NUMBER:	04981-00638-US												
NAME OF SUBMITTER:	Richard M. Beck												

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**PATENT**  
**REEL: 022987 FRAME: 0294**

**Total Attachments: 10**

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49814638

**ASSIGNMENT**

**THIS ASSIGNMENT**, by Charles Gary Atwell, Robert C. Lanier, Jr. and Martin T. Garthaffner (hereinafter referred to as "the Assignors"), residing at 9252 Deer Run Road, Mechanicsville, VA 23116; 4240 Hunters Ridge Drive, Moseley, VA 23120; and 5200 Newbyswood Trail, Chesterfield, VA 23832, respectively, witnesseth:

WHEREAS the Assignors have made certain new and useful inventions in "**Concentric Core Tobacco Rod Maker with Air Transporter**" set forth in application for Letters Patent of the United States of America, Application Serial No. 12/343,704, filed on December 24, 2008; 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 Jearnrenaud 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.

Charles Gary Atwell  
Charles Gary Atwell

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

NOTARY PUBLIC  
My Commission Expires: 7/31

NOTARY PUBLIC  
My Commission Expires: 7/31/2009  
ID# 2478609

Robert C. Lanier, Jr.

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

NOTARY PUBLIC  
My Commission Expires:

4


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

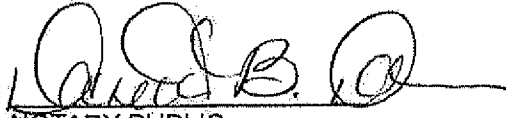
  
Martin T. Garthaffner

2-11-09  
Date

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

On this 11 day of February, 2009, 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)  Danielle Basil Durham  
Commonwealth of Virginia  
Notary Public  
Commission No. 337303  
My Commission Expires 11/30/2012

  
NOTARY PUBLIC  
My Commission Expires:

654178

022987 0301

**ASSIGNMENT**

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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.

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

\_\_\_\_\_  
Charles Gary Atwell

\_\_\_\_\_  
Date

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

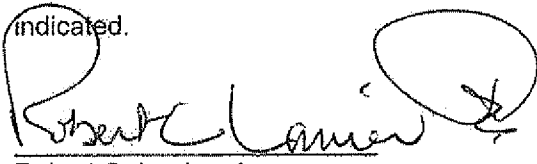
On this \_\_\_\_\_ day of \_\_\_\_\_, 2009, appeared before me in person the above-named individual, and acknowledged the above to be his/her signature and that he/she signed, sealed and delivered the above instrument as his voluntary act and deed, and for the uses and purposes therein set forth.

(Notarial Seal)

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

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

indicated.

  
Robert C. Lanier, Jr.

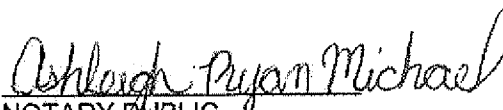
7/17/09  
Date

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

On this 17th day of July, 2009, 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:  
May 31, 2012

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

\_\_\_\_\_  
Martin T. Garthaffner

\_\_\_\_\_  
Date

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2009, appeared before me in  
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(Notarial Seal)

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

654178