

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
NARA INSTITUTE OF SCIENCE AND TECHNOLOGY	03/30/2010
RECEIVING PARTY DATA	
Name:	22ND CENTURY LIMITED, LLC
Street Address:	SUITE 6, 8201 MAIN STREET
City:	WILLIAMSVILLE
State/Country:	NEW YORK
Postal Code:	14221
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11520036
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	045952-0139
NAME OF SUBMITTER:	STEPHEN A. BENT
Total Attachments: 4 source=22ndCenturyAssignment#page1.tif source=22ndCenturyAssignment#page2.tif source=22ndCenturyAssignment#page3.tif source=22ndCenturyAssignment#page4.tif	

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ASSIGNMENT - UNITED STATES

Nara Institute of Science and Technology, National University Corporation, of 8916-5, Takayama-cho, Ikoma-shi, Nara-ken, Japan (hereinafter referred to as "ASSIGNOR") is the owner of the following United States patent applications (hereinafter referred to as "Patent Applications"), as shown by the records of the United States Patent and Trademark Office:

U.S. SERIAL NO.	FILING DATE	TITLE
11/579,661	2/28/2006	REDUCING LEVELS OF NICOTINIC ALKALOIDS IN PLANTS
11/520,036	9/13/2006	INCREASING LEVELS OF NICOTINIC ALKALOIDS IN PLANTS
11/941,950	11/18/2007	REGULATING ALKALOIDS

WHEREAS 22nd Century Limited, LLC, Suite 6, 8201 Main Street, Williamsville, New York 14221 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the full and exclusive right, title and interest for the United States, its territories and possessions (hereinafter referred to as "the United States") in and to the Patent Applications, as well as (a) the right to file applications for divisions, amendments, continuations and continuations-in-part of the Patent Applications (the applications under this paragraph shall hereinafter be referred to as "Related Applications"), (b) the right to obtain and maintain all Letters Patent which may issue from the Patent Applications or Related Applications in the United States, (c) the right to obtain and maintain all reissues, and term extensions of said Letters Patents, and (d) the right to claim for any of the Patent Applications or the Related Applications the full benefits and priority rights under any applicable law, International Convention and any other international agreement to which the United States adheres; such right, title, and interest

to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES ASSIGNEE, and ASSIGNEE AGREES, to take, at ASSIGNEE's responsibility and at ASSIGNEE's own costs and expenses and using representatives or agents of ASSIGNEE's own choice, all necessary procedures for the change of the applicant's name of the Patent Applications to ASSIGNEE's name at the United States Patent and Trademark Office. ASSIGNOR AGREES to render cooperation to ASSIGNEE in such procedures, by promptly delivering to ASSIGNEE or its designated representatives or agents certificates of the assignment hereunder and other documents required by ASSIGNEE as the documents necessary for and in connection with such procedures. ASSIGNEE AGREES to inform ASSIGNOR of each change of the applicant's name promptly after the change has been completed.

ASSIGNOR HEREBY AUTHORIZES ASSIGNEE, and ASSIGNEE AGREES, to request the Commissioner of the United States Patent and Trademark Office to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representative or agents, all facts and information known or available to ASSIGNOR respecting the Patent Applications, whenever requested by ASSIGNEE; and (b) to provide such assistance to ASSIGNEE, its successors and assigns as may be requested by ASSIGNEE and as may be accepted by ASSIGNOR in any separate document, in obtaining Letters Patents which may issue from the Patent Applications or Related Applications.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the right, title and interest in and to the Patent Applications sold, assigned,

and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith. Except the foregoing express representation and warranty, ASSIGNOR hereby expressly disclaims any and all representations and warranties, express or implied, including without limitation any warranty of the validity, non-infringement or non-conflict, merchantability or fitness of the Patent Applications for a particular purpose or any warranty of the accuracy or completeness of the Patent Applications or any other warranty of whatsoever kind or nature.

ASSIGNOR UNDERSTANDS that ASSIGNEE has appointed the law firm of **Foley & Lardner LLP** as ASSIGNEE's representative in connection with the procedures under this Assignment, and ASSIGNOR HEREBY AGREES for ASSIGNEE to grant to the law firm of **Foley & Lardner LLP** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the United States Patent and Trademark Office for recordation of this Assignment, provided that such insertion will not bring any new or additional responsibility or obligation to ASSIGNOR.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **Foley & Lardner LLP**, acting as the representative of ASSIGNEE as above mentioned, do not personally represent ASSIGNOR OR ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

This Assignment shall be effective as of December 1, 2009.

Nara Institute of Science and Technology, National University Corporation

Date: March 30, 2010

By: Akira Isogai

Name: Akira Isogai

Title: President

Date: March 30, 2010

Witness: Toru Yakura

Date: March 30, 2010

Witness: Hiroaki Itohara

22nd Century Limited, LLC

Date: March 29, 2010

By: Joseph Pandolfino

Name: Joseph Pandolfino

Title:

Date: March 29, 2010

Witness: [Signature]

Date: March 29, 2010

Witness: E. Anthony Bue