

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Emerald Innovations Ltd	05/04/2010
RECEIVING PARTY DATA	
Name:	BBK Tobacco & Foods, LLP
Street Address:	3315 W. Buckeye Rd
Internal Address:	Suite B
City:	Phoenix
State/Country:	ARIZONA
Postal Code:	85009
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12783358
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Address Line 1:	Gardere Wynne Sewell LLP
Address Line 2:	1000 Louisiana, Suite 3400
Address Line 4:	Houston, TEXAS 77002
ATTORNEY DOCKET NUMBER:	132534-1009
NAME OF SUBMITTER:	Teresa J. Lechner-Fish
<p>Total Attachments: 3</p> <p>source=assgnemerald#page1.tif</p> <p>source=assgnemerald#page2.tif</p>	

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the "Agreement") is made as of the ___ of May, 2010 ("Effective Date"), by and between Emerald Innovations Ltd., 104-2168 West 2nd Avenue, Vancouver BC, V6K 1H6 CANADA ("Assignor") and BBK Tobacco & Foods, LLP, 3315 W. Buckeye Rd., Ste. B, Phoenix, AZ 85009 ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of any and all Intellectual Property, as defined below, in or relating to the conception, design and development of a cigarette rolling paper packaging with a folding tray lid, as shown in Exhibit A hereto ("Folding Tray Invention"); and

WHEREAS, Assignor desires to sell, transfer and assign to Assignee any and all rights, title and interests in and to the Intellectual Property related to the Folding Tray Invention.

NOW, THEREFORE, in consideration of the mutual agreements and undertakings contained herein, and for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties agree as follows:

Assignor hereby sells, assigns and transfers to Assignee the entire right, title, and interest in and to: (i) any and all intellectual property rights, including without limitation, inventions, patent rights, moral rights, confidential information or trade secrets ("Intellectual Property Rights") in or regarding the Folding Tray Invention, and in any past or future modifications or improvements therein conceived in whole or part by Ryan Selby or Assignor ("Improvements"); (ii) any patent application and all non-provisional, divisional, continuing, continuation-in-part, substitute, renewal, reissue and all other applications for patent which have been or shall be filed in the United States and any other country on or describing the Folding Tray Invention or any Improvements, in whole or part; and (iii) all original and reissued patents which have been or shall be issued in the United States or any other country on or describing the Folding Tray Invention or any Improvements, in whole or part, specifically including the right to file applications under the provisions of any convention or treaty and claim priority based on such application in the United States or any other country.

Assignor hereby sells, assigns and transfers to Assignee any and all other rights the undersigned has in the Folding Tray Invention or has or may have in the future in any Improvements therein.

Assignee agrees to pay Assignor the sum of \$12,000.00 (US) within 15 days of the execution of this Agreement by all parties hereto and the full execution of the Intellectual Property Assignment between Assignor and Ryan Selby regarding the Folding Tray Invention.

Assignor hereby authorizes and requests the issuing authority to issue to the Assignee any and all patents covering the Folding Tray Invention or any Improvements therein issued in the United States or any other country.

Assignor hereby authorizes the Assignee to file and prosecute any such patent application.

Assignor hereby warrants and covenants that: (i) the Ryan Selby was the sole inventor of any invention in the Folding Tray Invention and Improvements therein, until such rights were assigned to Assignor; (ii) Ryan Selby has assigned and transferred all of his rights, title and interests in any such rights to Assignor; (iii) by way of that assignment and transfer, Assignor is the owner of any and all Intellectual Property Rights assigned to Assignee herein; (iv) no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or will be made to others by Assignor; and (v) that the full right to convey the same as herein expressed is possessed by Assignor.

Assignor hereby warrants and covenants, when requested and at the expense of the Assignee, to carry out in good faith the intent and purpose of this assignment, the undersigned will execute all non-provisional, divisional, continuing, substitute, renewal, reissue, and all other patent applications and related documents on or regarding the Folding Tray Invention or any Improvements therein; execute all rightful oaths, declarations, assignments, powers of attorney and other papers; communicate to the Assignee all facts known to the undersigned relating to such inventions and the history thereof; and generally do everything possible which the Assignee shall consider desirable for vesting title to such inventions in the Assignee, and for securing, maintaining and enforcing through litigation or otherwise proper patent protection for any such invention.

The parties hereto acknowledge and agree that this Agreement shall be binding on their heirs, assigns, representatives, and successors and extend to their successors, assigns, and nominees as applicable.

Assignor: Emerald Innovations, Ltd.

Signature: [Signature]

Name: Ryan Selby

Title: President

Date: May 4, 2010

Assignee: BBK Tobacco & Foods, LLP

By: BBK Tobacco & Food Products, LLC

Its General Partner

By: Joshua D. Kesselman, Member

Signature: [Signature]

Date: May 4, 2010

NOTARIAL CERTIFICATE

On the 4th day of May, 2010 before me personally appeared Ryan Selby, as the President of Emerald Innovations, Ltd. who, being sworn, did depose and say that it assigned the rights as set forth in foregoing instrument.

[Signature]
Notary Public

BRIAN J. GREGORY, NOTARY PUBLIC
2125 W. 10TH ST.
MINNEAPOLIS, MN 55410
TEL: 612-733-7868

NOTARIAL CERTIFICATE

On the 4th day of May, 2010 before me personally appeared Joshua Kesselman as the Manager/Member of BBK Tobacco & Foods, LLP, who, being sworn, did depose and say that it was assigned the rights as set forth in the foregoing instrument.

Edward L. Earle
Notary Public

