

PATENT ASSIGNMENT

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| Jed E. Rose | 12/20/2010 |
| Seth D. Rose | 12/20/2010 |
| James E. Turner | 12/20/2010 |
| Thangaraju Murugesan | 12/20/2010 |
| RECEIVING PARTY DATA | |
| Name: | Duke University |
| Street Address: | DUMC 3664 |
| City: | Durham |
| State/Country: | NORTH CAROLINA |
| Postal Code: | 27710 |
| PROPERTY NUMBERS Total: 2 | |
| Property Type | Number |
| Application Number: | 61160904 |
| PCT Number: | US1026614 |
| CORRESPONDENCE DATA | |
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| ATTORNEY DOCKET NUMBER: | P03639WO0 / 11002476 |
| NAME OF SUBMITTER: | Svitlana Anderson |

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Total Attachments: 9

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ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, effective on the 17th day of March, 2009, by Jed E. Rose and Thangaraju Murugesan (hereinafter referred to as Assignors), residing at 1823 Pleasant Green Road, Durham, North Carolina 27705, UNITED STATES OF AMERICA and 2616 Camellia Drive, Apt. E, Durham, North Carolina, UNITED STATES OF AMERICA, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in TOBACCO-BASED NICOTINE AEROSOL GENERATION SYSTEM, set forth in Patent applications already filed on March 9, 2010 as International Application No. PCT/US2010/026614; and U.S. Provisional Application No. 61/160,904 filed March 17, 2009; and

WHEREAS, Duke University, a College organized under and pursuant to the laws of North Carolina having its principal place of business at DUMC 3664, Durham, North Carolina 27710 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Applications for Letters Patent of the United States and all foreign countries, and in and to any Letters Patent of the United States and all foreign countries to be obtained therefore and thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have assigned, transferred and set over, and by these presents do assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and applications for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters

Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, has this assignment not been made.

This Assignment is based on our employment relationship with Duke University to assign the foregoing inventions, and any patent applications therefore, in exchange for Assignee payment of patent prosecution costs and other valuable consideration; the receipt and sufficiency of which is hereby expressly acknowledged by the inventor.

AND, for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title, and interest in and to the said inventions and applications for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to assign and convey the same in the manner herein set forth.

AND, for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will 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 any Letters Patent and applications for Letters Patent for said inventions, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or that any division, continuation or continuation-in-

part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the U.S. Commissioner of Patent and Trademarks and the Patent and Trademark Offices of all foreign countries respectively, to issue said Letters Patent of the United States and all foreign countries to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

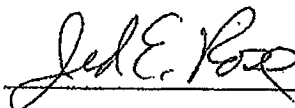
AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

FULBRIGHT & JAWORSKI, LLP

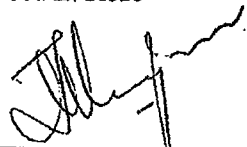
All practitioners at Customer Number 26271.

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

Date: 12/20/10

Signature: 
Jed E. Rose

Date: 12/20/2010

Signature: 
Thangaraju Murugesan

ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, effective on the 17th day of March, 2009, by Seth D. Rose (hereinafter referred to as Assignor), residing at 613 E. Balboa Drive, Tempe, Arizona 85282, UNITED STATES OF AMERICA,

WHEREAS, Assignors have invented certain new and useful improvements in TOBACCO-BASED NICOTINE AEROSOL GENERATION SYSTEM, set forth in Patent applications already filed on March 9, 2010 as International Application No. PCT/US2010/026614; and U.S. Provisional Application No. 61/160,904 filed March 17, 2009; and

WHEREAS, Duke University, a College organized under and pursuant to the laws of North Carolina having its principal place of business at DUMC 3664, Durham, North Carolina 27710 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Applications for Letters Patent of the United States and all foreign countries, and in and to any Letters Patent of the United States and all foreign countries to be obtained therefore and thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor has assigned, transferred and set over, and by these presents do assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and applications for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and

the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, has this assignment not been made.

This Assignment confirms the inventor's agreement prior to March 25, 2008 to assign the foregoing inventions, and any patent applications therefore, in exchange for Assignee payment of patent prosecution costs and other valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged by the inventor.

AND, for the same consideration, Assignor hereby represents and warrants to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignor is the sole and lawful owner of the entire right, title, and interest in and to the said inventions and applications for Letters Patent above-mentioned, and that the same are unencumbered and that Assignor has good and full right and lawful authority to assign the same in the manner herein set forth.

AND, for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will 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 any Letters Patent and applications for Letters Patent for said inventions, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignor hereby requests the U.S. Commissioner of Patent and Trademarks and the Patent and Trademark Offices of all foreign countries respectively, to issue said Letters Patent of the United States and all foreign countries to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignor hereby grants the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

FULBRIGHT & JAWORSKI, LLP

All practitioners at Customer Number 26271.

AND Assignor acknowledges an obligation of assignment of this invention to Assignee at the time the invention was made.

Date: December 20, 2010

Signature: Seth D. Rose
Seth D. Rose

ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, effective on the 17th day of March, 2009, by James E. Turner (hereinafter referred to as Assignor), residing at 11001 Wurzbach Rd., Unit 102, San Antonio, Texas 78230, UNITED STATES OF AMERICA,

WHEREAS, Assignors have invented certain new and useful improvements in TOBACCO-BASED NICOTINE AEROSOL GENERATION SYSTEM, set forth in Patent applications already filed on March 9, 2010 as International Application No. PCT/US2010/026614; and U.S. Provisional Application No. 61/160,904 filed March 17, 2009; and

WHEREAS, Duke University, a College organized under and pursuant to the laws of North Carolina having its principal place of business at DUMC 3664, Durham, North Carolina 27710 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Applications for Letters Patent of the United States and all foreign countries, and in and to any Letters Patent of the United States and all foreign countries to be obtained therefore and thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor has assigned, transferred and set over, and by these presents do assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and applications for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and

the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, has this assignment not been made.

This Assignment confirms the inventor's agreement prior to March 25, 2008 to assign the foregoing inventions, and any patent applications therefore, in exchange for Assignee payment of patent prosecution costs and other valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged by the inventor.

AND, for the same consideration, Assignor hereby represents and warrants to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignor is the sole and lawful owner of the entire right, title, and interest in and to the said inventions and applications for Letters Patent above-mentioned, and that the same are unencumbered and that Assignor has good and full right and lawful authority to assign and convey the same in the manner herein set forth.

AND, for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will 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 any Letters Patent and applications for Letters Patent for said inventions, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignor hereby requests the U.S. Commissioner of Patent and Trademarks and the Patent and Trademark Offices of all foreign countries respectively, to issue said Letters Patent of the United States and all foreign countries to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

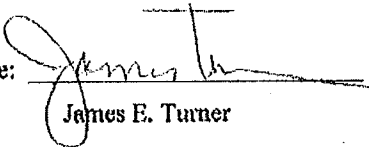
AND Assignor hereby grants the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

FULBRIGHT & JAWORSKI, LLP

All practitioners at Customer Number 26271.

AND Assignor acknowledges an obligation of assignment of this invention to Assignee at the time the invention was made.

Date: 12/20/10

Signature: 
James E. Turner