

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Martin T. Garthaffner	12/21/2010
Barry S. Smith	01/04/2011
RECEIVING PARTY DATA	
Name:	Philip Morris USA Inc.
Street Address:	6601 West Broad Street
Internal Address:	---
City:	Richmond
State/Country:	VIRGINIA
Postal Code:	23230
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12979426
CORRESPONDENCE DATA	
Fax Number:	(302)658-5614
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	302-658-9141
Email:	dsciarra@cblh.com
Correspondent Name:	Mark E. Freeman
Address Line 1:	1007 North Orange Street
Address Line 2:	P.O. Box 2207
Address Line 4:	Wilmington, DELAWARE 19899
ATTORNEY DOCKET NUMBER:	04981-00663
NAME OF SUBMITTER:	Mark E. Freeman
Total Attachments: 4 source=Assignment_0498100663#page1.tif	

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ASSIGNMENT

THIS ASSIGNMENT, by Martin T. Garthaffner and Barry S. Smith (hereinafter referred to as "the Assignors"), residing at 5200 Newbyswood Trail, Chesterfield, VA 23832 and 9751 Jamescrest Drive, Hopewell, VA 23860, respectively, witnesseth:

WHEREAS the Assignors have made certain new and useful inventions in "**Method and Apparatus for Producing Pouched Tobacco Product**" set forth in application for Letters Patent of the United States of America, Application Serial No. 61/291,119, filed on December 30, 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 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 Switzerland and having an office and place of business at Qual 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.

IN TESTIMONY THEREOF, we have hereunto signed our names the dates
hereinafter indicated:

Martin T. Garthaffner
Martin T. Garthaffner

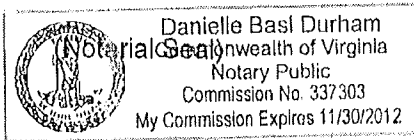
12-21-10
Date

STATE OF VIRGINIA)

) SS.:

CITY/COUNTY OF RICHMOND)

On this 21 day of December, 2010, 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.



Danielle Basil Durham
NOTARY PUBLIC
My Commission Expires:

IN TESTIMONY THEREOF, we have hereunto signed our names the dates
hereinafter indicated:

Barry S. Smith
Barry S. Smith

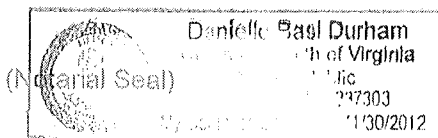
1/4/11
Date

STATE OF VIRGINIA)

) SS.:

CITY/COUNTY OF RICHMOND)

On this 4 day of January, 2010, 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.



Danielle Basil Durham
NOTARY PUBLIC
My Commission Expires: 11/30/2012

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