PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT				
NATURE OF CONVEYANCE:		ASSIGNMENT				
CONVEYING PARTY DATA						
N			ame	Execution Date		
Gerd Kobal				10/03/2011		
RECEIVING PARTY DATA						
Name:	Philip Morris USA Inc.					
Street Address:	6601 West Broad Street					
City:	Richmond					
State/Country:	VIRGINIA					
Postal Code:	stal Code: 23230					
PROPERTY NUMBERS Total: 1						
Property Ty	/pe		Number			
Application Number: 1307		13071	636			
CORRESPONDENCE DATA						
Fax Number: (703)836-2021						
Phone:	Phone: 703-836-6620		c.com			
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Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.						
Correspondent Name: BUCHANAN, INGERSOLL & ROONEY PC						
Address Line 1: POST OFFICE						
Address Line 4:	ALEXAN	IDRIA,	VIRGINIA 22313-1404			
ATTORNEY DOCKET NUMBER:		1021238-000611				
NAME OF SUBMITTER:		Peter K. Skiff				
Total Attachments: 3 source=ASSIGNMENT#page1.tif source=ASSIGNMENT#page2.tif source=ASSIGNMENT#page3.tif						

PM2129 UTIL

BIR 1021238-000611 Attorney Docket Nos.

ASSIGNMENT

(SOLE)

THIS ASSIGNMENT, by <u>Gerd Kobal</u> (hereinafter referred to as "the Assignor"), residing at <u>3124 Rock Cress Lane, Sandy Hook, VA 23153</u> witnesseth:

WHEREAS, the Assignor has made certain new and useful inventions in <u>SMOKING ARTICLE WITH FLAVOR DELIVERY SYSTEM</u> set forth in an application for Letters Patent of the United States of America, [] having an oath or declaration executed on even date herewith; [X] bearing Serial No. <u>13/071,636</u>, and filed on <u>March 25, 2011</u>; 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 and to any United States Letters Patent or Patents, to be obtained therefor and thereon; and

WHEREAS, PHILIP MORRIS PRODUCTS S.A. (formerly known as Fabriques de Tabac Reunies S.A.), a corporation organized and existing under the laws of Switzerland and having an office and place of business at Quai Jeanrenaud 3, CH-2000, Neuchâtel, 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 therefor and thereon; and

NOW, THEREFORE, be it known that for and in consideration of the sum of One Dollar (\$1.00) to me paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

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ASSIGNMENT OF UNITED STATES PATENT RIGHTS

I 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 therefor and any United States patents which may issue thereon and any reissues and extensions of the same; and I 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, I 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 therefor, and any foreign patents which may issue thereon, and any reissues and extensions of the same; and I 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.

I 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 Assignor hereby covenants and agrees to and with the assignees, their successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor is the sole and lawful owner 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 is unencumbered, and that the Assignor has 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 Assignor hereby covenants and agrees to and with the assignees, their successors, legal representatives, and assigns, that the Assignor 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

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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, I have hereunto signed my name on the date hereinafter indicated:

Date 10/3/11	Name of Assignor	Gerfl Kobal	
STATE OF VIRGINIA)		•	
: \$\$			
CITY OF RICHMOND)			
the above-named individual, and signed, sealed and delivered the a	acknowledged the a above instrument as	2011, appeared before me in person above to be his signature and that he his voluntary act and deed, and for the	
uses and purposes therein set for	in.	β	
	Basi Durham	NOTARY PUBLIC	
(Notarial Scul) Notar Commissi	ealth of Virginia ry Public on No. 337303 Expires 11/30/2012		