### 502023411 08/13/2012

### PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Scott A. Fath	08/08/2012

#### **RECEIVING PARTY DATA**

Name:	Altria Client Services Inc.	
Street Address:	6601 West Broad Street	
City:	Richmond	
State/Country:	VIRGINIA	
Postal Code:	23230	

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	29423597

#### **CORRESPONDENCE DATA**

**Fax Number**: 7038482981 **Phone**: 703-584-3270

Email: kpredmore@rmsclaw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Roberts Mlotkowski Safran & Cole, P.C.

Address Line 1: 7918 Jones Branch Drive

Address Line 2: Suite 500

Address Line 4: McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	400276-20011
NAME OF SUBMITTER:	Michael J. Mlotkowski

Total Attachments: 3

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## **ASSIGNMENT**

THIS ASSIGNMENT, by 1) **Scott A. Fath** (hereinafter referred to as "the Assignor"), residing at 1) 9608 Gaslight Place, Richmond, VA 23229, respectively, witnesseth:

WHEREAS, the Assignors have made certain new and useful inventions in **DISPLAY CARTON FOR TUBULAR CONTAINERS** set forth in a Design application for Letters Patent of the United States of America, [x] having an oath or declaration executed by us; [x] bearing Serial No. 29/423,597, and filed on June 1, 2012; and

WHEREAS, ALTRIA CLIENT SERVICES INC., a corporation duly organized under and pursuant to the laws of the State of New York and having an office and place of business at 6601 West Broad Street, Richmond, Virginia 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, ALTRIA CLIENT SERVICES INC. is also 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 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 ALTRIA CLIENT SERVICES 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 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 ALTRIA CLIENT SERVICES INC. as the assignee thereof.

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# ASSIGNMENT OF FOREIGN PATENT RIGHTS

Further in view of the consideration hereinabove referred to, we do hereby sell, assign, and transfer unto ALTRIA CLIENT SERVICES INC., 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 (i.e., any and all applicable treaties and conventions including, without limitation, the Paris Convention for the Protection of Industrial Property, and the Patent Cooperation Treaty) 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 we hereby authorize and request competent authorities to grant and issue any and all patents on the inventions in any foreign country to ALTRIA CLIENT SERVICES INC. as the assignee thereof.

We further agree to execute upon request of the assignee ALTRIA CLIENT SERVICES 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 ALTRIA CLIENT SERVICES INC. 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 ALTRIA CLIENT SERVICES INC. in the United States and of assignee ALTRIA CLIENT SERVICES INC. 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 assignee, or counsel of its 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 assignee, its successors, legal representatives, and assigns, but at the cost and expense of the assignee, its successors, legal representatives, and assigns;

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hereinafter indicated:

Date: BB12

Signature: Name of Assignor: Scott A. Fath

STATE OF VIRGINIA
: ss
CITY OF RICHMOND

On this day of day of day and acknowledged the above to be his signature and that he signed, sealed and delivered the above instrument as his voluntary act and deed, and for the uses and purposes therein set forth.

My Commission Expires:

NOTAR UBIC Danielle Basl Durbank
Notary Public Commission No. 337303

My Commission Expires 11/30/2012

IN TESTIMONY THEREOF, I have hereunto signed my name on the date