PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3246568

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT |

CONVEYING PARTY DATA

| Name | Execution Date |
|---------------------------|----------------|
| RAYMOND CHARLES HENRY JR. | 02/05/2015 |
| WILSON CHRISTOPHER LAMB | 02/23/2015 |
| GLEN JOSEPH KIMSEY | 02/03/2015 |

RECEIVING PARTY DATA

| Name: | R.J. REYNOLDS TOBACCO COMPANY |
|-----------------|-------------------------------|
| Street Address: | 401 NORTH MAIN STREET |
| City: | WINSTON-SALEM |
| State/Country: | NORTH CAROLINA |
| Postal Code: | 27101 |

PROPERTY NUMBERS Total: 1

| Property Type | Number |
|---------------------|----------|
| Application Number: | 14609032 |

CORRESPONDENCE DATA

Fax Number: (704)331-4955

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

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

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Correspondent Name: WOMBLE CARLYLE SANDRIDGE & RICE, LLP

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Address Line 2: ATTN: ANDY SPENCE

Address Line 4: CHARLOTTE, NORTH CAROLINA 28202

| ATTORNEY DOCKET NUMBER: | R60999 11070US.1 | |
|-------------------------|--|--|
| NAME OF SUBMITTER: | TTER: ANDREW T. SPENCE, REG. NO. 45,699 | |
| SIGNATURE: | /andrew t. spence/ | |
| DATE SIGNED: | 03/02/2015 | |
| | This document serves as an Oath/Declaration (37 CFR 1.63). | |

Total Attachments: 5

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> **PATENT REEL: 035064 FRAME: 0549** 503199951

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> PATENT REEL: 035064 FRAME: 0550

COMBINED WORLDWIDE INVENTION ASSIGNMENT AND U.S. DECLARATION (37 CFR 1.63)

WHEREAS, the undersigned (hereinafter collectively referred to as "Assignor") has or may have invented certain inventions and improvements disclosed in the United States patent application entitled "PROXIMITY DETECTION FOR AN AEROSOL DELIVERY DEVICE" and designated as

| \boxtimes | Application No. <u>14/609,032</u> ; filed <u>January 29, 2015</u> | |
|-------------|---|--------------------|
| | · | |
| | Application claims priority from Application No. , filed | , all applications |
| | listed above being hereinafter referred to as the "Application | (s)"; |

WHEREAS, it is agreed that

R.J. REYNOLDS TOBACCO COMPANY 401 North Main Street Winston-Salem, NC 27101

(hereinafter referred to as "Assignee"), is entitled to or is desirous of acquiring all right, title and interest related to the same;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, by these presents, does sell, assign, and transfer unto Assignee the full, exclusive and entire right, title and interest, worldwide: (i) in and to all inventions and improvements disclosed and described in the Application(s); (ii) in and to said Application(s) and any other United States national stage, provisional, non-provisional, divisional, continuation, continuation-in-part, or design patent applications based in whole or in part upon said inventions or improvements and/or claiming priority to said Application(s) (the "U.S. Applications"); (iii) in and to any Patent Cooperation Treaty applications based in whole or in part upon said inventions or improvements and/or claiming priority to said Application(s); (iv) in and to any and all applications for industrial property protection, including without limitation applications for patent, utility model, inventor's certificate, and design, filed or which are hereafter filed in countries outside the United States (the "Foreign Applications") and which describe in whole or in part said inventions and improvements, said Foreign Applications to be

PATENT REEL: 035064 FRAME: 0551 filed and issued in the name of Assignee or its designee insofar as permitted by applicable law; (v) in and to all patents or similar protective rights in the United States or elsewhere which may be granted on the U.S. Applications and Foreign Applications and all reissues, reexaminations, and extensions thereof, any and all such patents or other protective rights to issue in the name of Assignee and for the sole use and behoof of Assignee and its successors and assigns; and (vi) in and to the right to claim any applicable foreign or domestic priority rights arising from or required for any of the aforementioned applications under the terms of any applicable conventions, treaties, statutes, or regulations.

AND, for the same consideration, Assignor agrees to (i) communicate to Assignee, its successors, legal representatives, and assigns, any facts known to Assignor respecting said inventions and improvements or the history thereof and any and all documents, photographs, models, samples or other physical exhibits which may embody said inventions or improvements; (ii) sign or execute all lawful papers, applications, declarations, affidavits, assignments, and rightful oaths that may be requested by Assignee during prosecution or enforcement of any rights related to the inventions and improvements; (iii) testify in any proceedings relating to said inventions or improvements or rights granted therefor; and (iv) generally do everything possible to aid Assignee and its successors, legal representatives and assigns, to obtain and enforce proper protection for all said inventions and improvements in all countries throughout the world.

Assignor covenants with Assignee, its successors, legal representatives, and assigns, that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned. Assignor further agrees that Assignee, its successors, legal representatives, and assigns, may insert into this Assignment any further text necessary or desirable to define the Applications to which the Assignment pertains for purposes of recordation, and also agrees that the Assignment is effective at least as early as January 29, 2015 the earliest priority date of the Application(s).

<u>U.S. DECLARATION</u>: Assignor intends for this Assignment to serve as a U.S. declaration under 37 CFR 1.63(e)(1). Accordingly, with respect to the U.S. Applications identified herein, each undersigned inventor hereby declares that: (1) the above-identified application was made or authorized to be made by me; (2) I believe that I am the original inventor or an original joint inventor of a claimed invention in the application; and (3) I hereby

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acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

| 2/5/2015 Date | RAYMOND CHARLES HENRY JR. |
|--|---|
| State of N.C. | |
| I, <u>Piiu</u> SukhuA, a certify that RAYMOND CHARLES HE acknowledged the due execution of the | Notary Public for said County and State, do hereby ENRY, JR. personally appeared before me this day and foregoing instrument. |
| Witness my hand and official seal, this to | Potary Public |
| Mycominission expires NOVIS | 3 0 8, , , , , , , , , , , , , , , , , , , |

Page 3 of 5

| 2/23/15 | It bet Snowled |
|--|---|
| Date | WILSON CHRISTOPHER LAMB |
| State of | |
| Country of Ulinge ; | |
| I, Dorlen Brown | , a Notary Public for said County and State, do hereby AMB, personally appeared before me this day and he foregoing instrument. |
| | |
| Witness my hand and official seal, th | is the 23rd day of Hbrury, 2015. |
| DOREEN R BROWN | |
| Official Seafyotary Public Orange Co., North Carolina My Commission Expires Aug. 61, 2016 | 1 Drue Brown |
| | Notary Public |
| My commission expires $0/3$ 128 | ll I |
| The same of the sa | |

| 02-03-15 | 9/ |
|---|---|
| Date | CLEN JOSEPH KIMSEY |
| State of NORTH CAROLINA) | |
| County of LIAKE) | |
| | tary Public for said County and State, do hereby nally appeared before me this day and acknowledged |
| the due execution of the foregoing instrume | |
| | $\frac{3}{3}$ day of $\frac{6}{3}$, $\frac{6}{3}$, $\frac{15}{3}$. |
| (Official Seal) Express 11-13-2018 | letsuh' |
| My commission expires Nov13 20 | Notary Public |