

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3278596

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
JAMES W. MCCLELLAN & ASSOCIATES, INC. (D/B/A MCCLELLAN AUTOMATION SYSTEMS)	02/13/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	R.J. REYNOLDS TOBACCO COMPANY
<b>Street Address:</b>	401 NORTH MAIN STREET
<b>City:</b>	WINSTON-SALEM
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	27101
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	61939446
<b>Application Number:</b>	14227159
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(704)331-4955
<i>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.</i>	
<b>Phone:</b>	704-331-4900
<b>Email:</b>	shrogers@wcsr.com
<b>Correspondent Name:</b>	WOMBLE CARLYLE SANDRIDGE & RICE, LLP
<b>Address Line 1:</b>	301 S. COLLEGE ST., STE. 3000
<b>Address Line 2:</b>	ATTN: CHRIS ORDERS
<b>Address Line 4:</b>	CHARLOTTE, NORTH CAROLINA 28202
<b>ATTORNEY DOCKET NUMBER:</b>	R60999 10570US.1 (0720.5)
<b>NAME OF SUBMITTER:</b>	CHRISTOPHER H. ORDERS, REG. NO. 57,151
<b>SIGNATURE:</b>	/christopher h. orders/
<b>DATE SIGNED:</b>	03/24/2015
<b>Total Attachments: 6</b>	
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**PATENT**

**REEL: 035237 FRAME: 0142**

## WORLDWIDE PATENT AND INVENTION ASSIGNMENT

WHEREAS, **James W. McClellan & Associates, Inc. (d/b/a McClellan Automation Systems)** is a corporation organized under the laws of the state of New Hampshire and located and doing business at 70 Tirrell Hill Road Bedford, NH 03110 (hereinafter referred to as “**Assignor**”);

WHEREAS, **R.J. Reynolds Tobacco Company**, a corporation organized under the laws of the state of North Carolina and located and doing business at 401 North Main Street Winston-Salem, NC 27101 (hereinafter referred to as “**Assignee**”), is desirous of acquiring the entire right, title and interest of **Assignor** in and to the United States patent and/or patent applications identified in the attached Appendix A and in and to all corresponding patents and/or patent applications worldwide, and in and to the inventions represented thereby (all hereinafter referred to as the “**Patents**”);

WHEREAS, **Assignor** affirms that all employees or contractors of **Assignor** who may have contributed to the subject matter set forth in the **Patents**, including all those persons set forth in Appendix B, had an obligation, either express or implied, to assign their inventive contribution to **Assignor**;

WHEREAS, to the extent applicable, **Assignor** assents to and affirms any and all direct assignments, from current and/or former employees and other persons working for or on the behalf of **Assignor**, to **Assignee**, for any and all interest in the **Patents** identified in Appendix A; and

WHEREAS, the parties have agreed to the Assignment hereinafter set forth;

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 Patents; (ii) in and to said Patents and 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 Patents and 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 Patents; (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 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 behalf 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 patents and applications under the terms of any applicable conventions, treaties, statutes, or regulations.

**Assignor** hereby directs the United States Patent and Trademark Office and all foreign patent offices to issue any and all aforementioned patents or similar protective rights in the United States or elsewhere in the name of **Assignee**, for the interest and for the sole use and behoof of **Assignee**, and its successors and assigns.

For the same consideration, **Assignor** agrees to: (i) communicate to **Assignee**, its successors, legal representatives, and assigns, any facts known to **Assignor** respecting said invention 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, execute, or otherwise facilitate the signing or execution of 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) subject to Assignee's agreement to reimburse Assignor for any reasonable costs and expenses, testify in any proceedings relating to said invention or improvements or rights granted therefore; and (iv) generally do everything reasonably possible to aid Assignee, 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, assigns, and legal representatives that no assignment, grant, security interest, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned.

By execution of this document, the undersigned warrants that he/she has full authority to transfer all right, title, and interest related to the subject matter described herein on behalf of the Assignor.

**James W. McClellan & Associates, Inc.**  
(d/b/a McClellan Automation Systems)

By:

James W. McClellan, Chairman  
James W. McClellan, Chairman of the Board

Date: February 13, 2015

State of New Hampshire)

County of Belknap)

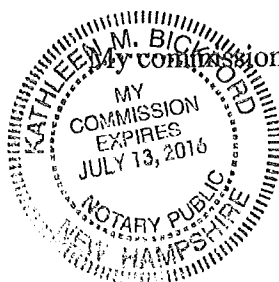
I, Kathleen Bickford, a Notary Public for said County and State, do hereby certify that James W. McClellan, Chairman of the Board of James W. McClellan & Associates, Inc., personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of said Corporation.

Witness my hand and official seal, this the 13 day of February, 2015

(Official Seal)

Kathleen Bickford  
Notary Public

My commission expires 7/13/16



Executed on behalf of  
R.J. Reynolds Tobacco Company

By:

Daniel J. Herko  
(Signature)

DANIEL J. HERKO  
(Print Name)

SVP - RESEARCH & DEVELOPMENT  
Title

Date: MAR. 17, 2015

State of North Carolina

County of Forsyth

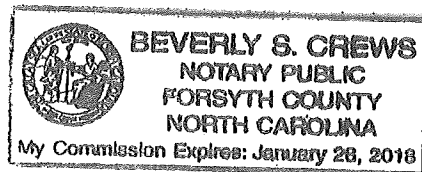
I, Beverly S. Crews, a Notary Public for said County and State, do hereby  
certify that Daniel J. Herko, personally appeared before me this day and  
acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 17<sup>th</sup> day of March, 2015

(Official Seal)

Beverly S. Crews  
Notary Public

My commission expires 1/28/2018



## APPENDIX A

[illegible]

## **APPENDIX B**

- **Mark Conway**
- **John Hook**
- **Michael LaCourse**
- **Michael Guinta**
- **Tim Jarvis**
- **Robert Metcalf**
- **Steven Hart**
- **James Johnson**
- **David Pelletier**
- **Marc Bourque**
- **Nathaniel Cambray**
- **Robert Bailey**
- **John William Wolber**
- **James William McClellan**
- **Steven R. Mongillo**