

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3374480

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	PHILIP MORRIS INTERNATIONAL MANAGEMENT S.A.	12/10/2014
RECEIVING PARTY DATA		
Name:	PHILIP MORRIS BRANDS SARL	
Street Address:	QUAI JEANRENAUD 3	
City:	NEUCHATEL	
State/Country:	SWITZERLAND	
Postal Code:	2000	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	29512179
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Email:	yue.yu@designlawgroup.com	
Correspondent Name:	PERRY J. SAIDMAN	
Address Line 1:	8601 GEORGIA AVE	
Address Line 2:	SUITE 603	
Address Line 4:	SILVER SPRING, MARYLAND 20910	
ATTORNEY DOCKET NUMBER:	1863.007	
NAME OF SUBMITTER:	VISHVA PATEL	
SIGNATURE:	/Vishva Patel/	
DATE SIGNED:	05/29/2015	
Total Attachments: 19		
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DATED

10 DECEMBER

2014

PHILIP MORRIS INTERNATIONAL MANAGEMENT S.A.

and

PHILIP MORRIS BRANDS SARL

**ASSIGNMENT OF RIGHTS IN
DESIGNS AND OTHER WORK
PRODUCTS**

This deed dated 10 DECEMBER 2014 is made between:

PARTIES

- (1) **PHILLIP MORRIS INTERNATIONAL MANAGEMENT S.A.** a company organised under the laws of Switzerland with offices at Avenue de Rhodanie 50, 1007 Lausanne, Switzerland (the "**Assignor**"); and
- (2) **PHILLIP MORRIS BRANDS SARL** a company organised under the laws of Switzerland with offices at Quai Jeanrenaud 3, 2000 Neuchâtel, Switzerland (the "**Assignee**").

RECITALS

- (A) Pursuant to the Services Agreement Leo Burnett provides Services, including the creation of the Designs, on the instructions of the Assignor.
- (B) Pursuant to section 5.1 of the Services Agreement the parties agree that the Assignor owns all present and future Intellectual Property Rights in all Work Product, including the Designs, created under the Services Agreement.
- (C) On the terms set out in the Confirmatory Assignment, in order to perfect the Assignor's legal title, Leo Burnett agreed to assign all Intellectual Property Rights in the Work Product and the Designs to the Assignor.
- (D) The Assignor has agreed to assign all Intellectual Property Rights in the Work Product and the Designs to the Assignee on the terms set out in this assignment.

AGREED TERMS:

1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

"Confidential Information" means all information relating to or comprised in the Work Product or Designs which is not public knowledge and has not been disclosed to third parties, including all know-how and trade secrets and as further defined under the Services Agreement;

"Confirmatory Assignment" means the Confirmatory Assignment of Rights in Designs and other Work Products between Leo Burnett and the Assignor, dated on or around the date of this agreement;

"Designs" means the designs described in Schedule 1;

"Intellectual Property Rights" means (i) patents, inventions, designs, copyright and related rights, database rights, trade marks and related goodwill, trade names (whether registered or unregistered), and rights to apply for registration; (ii) proprietary rights in domain names; (iii) knowhow and Confidential Information; (iv) applications, extensions and renewals in relation to any of these rights; and (v) all other rights of a similar nature or having an equivalent effect anywhere in the world.

"Leo Burnett" means Leo Burnett S.A. a company organised under the laws of Switzerland with offices at Chemin de Delices 9, Lausanne, Switzerland.

"Products" means tobacco products and services pursuant to the Services Agreement relating to research, NGP, and miscellaneous projects on a case-by-case basis including but not limited to projects relating to brand spaces and consumer activation/engagement;

"Services" means all services relating to the Products and to the Assignor customarily rendered by a full-service international advertising agency, providing a range of services including the development and use of new and developing technologies such as the internet to communicate directly to adult smokers and any such other services as the Assignor and Leo Burnett may agree from time to time pursuant to the Services Agreement;

"Services Agreement" means the Services Agreement dated 1 January 2013 between Leo Burnett and the Assignor;

"Work Product" means work product created in connection with the Services pursuant to the Services Agreement which may include, but are not limited to, all themes, scripts, storyboards, layouts, copy, designs, concepts, applications for new technologies, promotional executions and mechanics, photographs, drawings, names, marks and materials.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.5 References to clauses and Schedules are to the clauses and Schedules of this agreement.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to writing or written includes fax but not e-mail.
- 1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.12 Where any statement is qualified by the expression so far as Assignor is aware (or any similar expression), that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry.

1.13 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. ASSIGNMENT

The Assignor hereby assigns to the Assignee absolutely with full title guarantee by present and future assignment all its right, title and interest in and to the following rights throughout the world ("**Rights**"):

2.1.1 any and all Intellectual Property Rights in any Work Product;

2.1.2 any and all Intellectual Property Rights subsisting in the whole or any part of the Designs and in all preliminary drafts or earlier versions of the Designs and in the materials used in the creation of the Designs;

2.1.3 all related rights and powers arising or accrued, including the right to bring, make, oppose, defend, appeal and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Rights, whether occurring before, on, or after the date of this agreement.

3. FURTHER ASSURANCE

3.1 Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this agreement, including assisting the Assignee in obtaining, defending and enforcing the Rights, and assisting with any other proceedings which may be brought by or against the Assignee against or by any third party relating to the Rights.

4. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

5. ENTIRE AGREEMENT

5.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

5.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or

negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

5.3 Nothing in this clause shall limit or exclude any liability for fraud.

6. VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

7. SEVERANCE

7.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

7.2 If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

8. COUNTERPARTS

8.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

8.2 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

9. THIRD PARTY RIGHTS

No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

10. GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

11. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

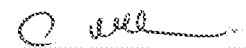
This deed has been entered into on the date stated at the beginning of it.

EXECUTION

Executed as a deed by **PHILIP MORRIS INTERNATIONAL MANAGEMENT S.A.** acting by Klegover, C., a director:


(signature director)

in the presence of:


(signature of witness)

Name: CLAUDE BEUSICK

Address: 1 Rue du Chateford
1269 Bursin

Occupation: RRP Marketing Manager

Executed as a deed by **PHILLIP MORRIS BRANDS SARL** acting by _____, a director:


(signature director)


Jan Vidjeskog
Fondé de Procuration
in the presence of:

Georg Funkenhofer
Fondé de Procuration


(signature of witness)

Name: ISABELLE WASSMER

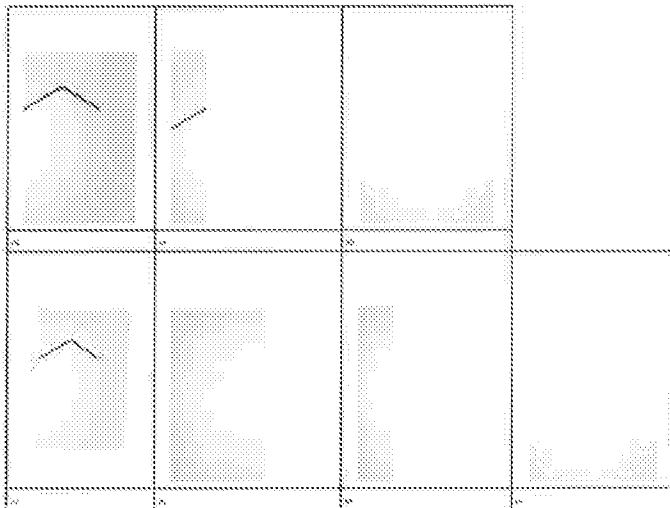
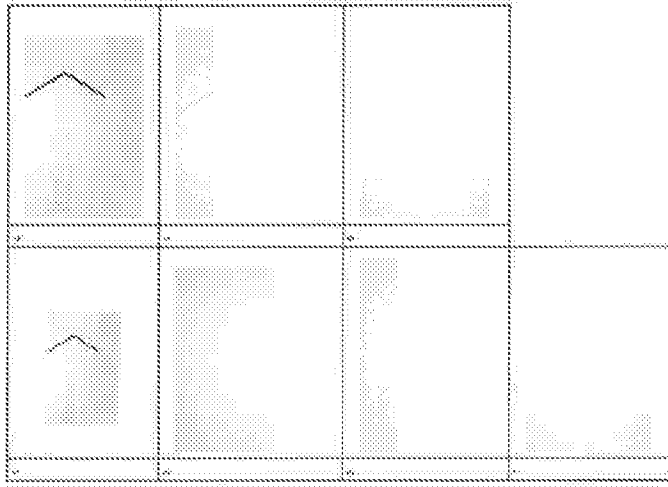
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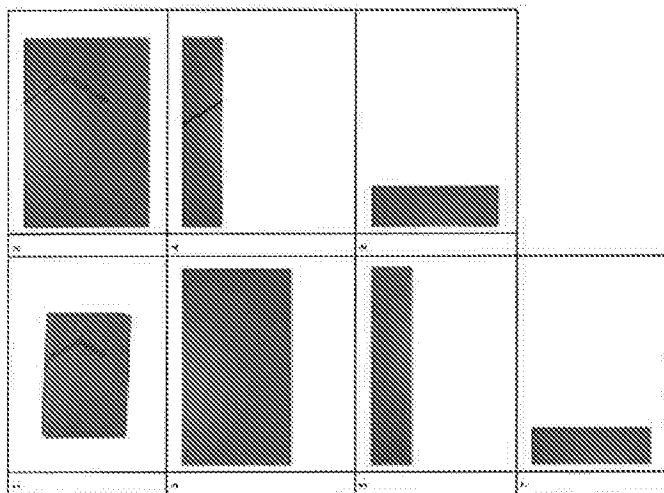
Occupation: Legal Assistant

Date: 10 December 2014

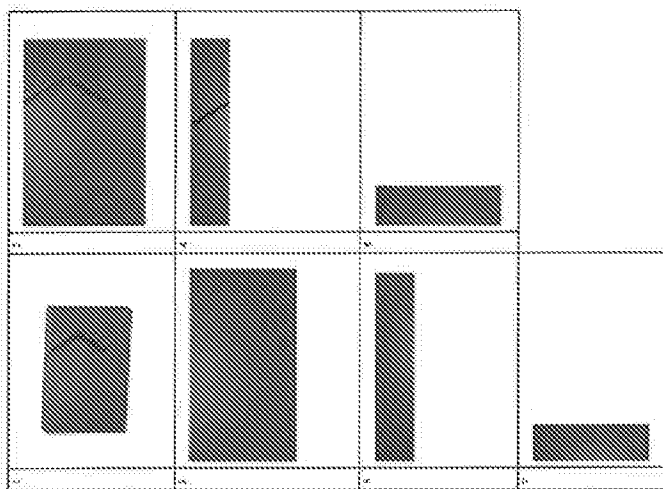
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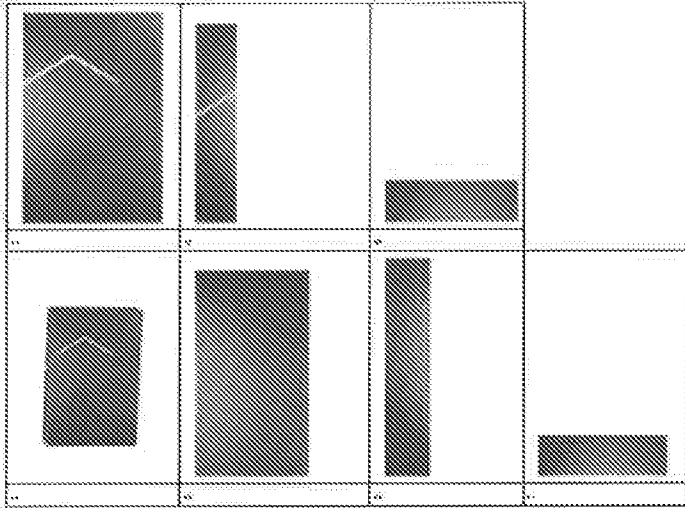
Designs



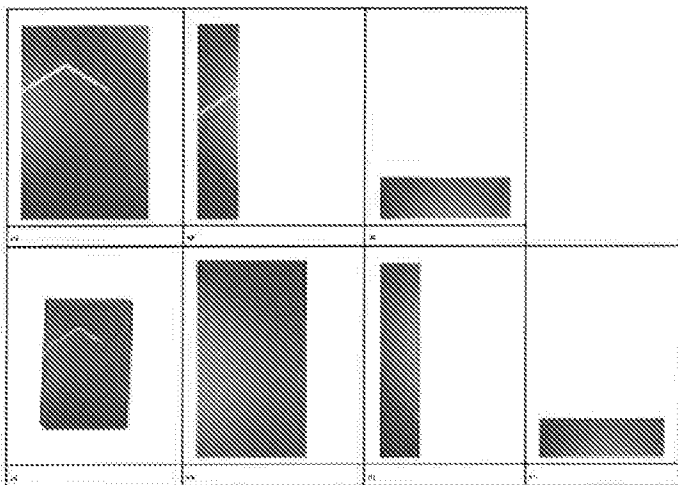


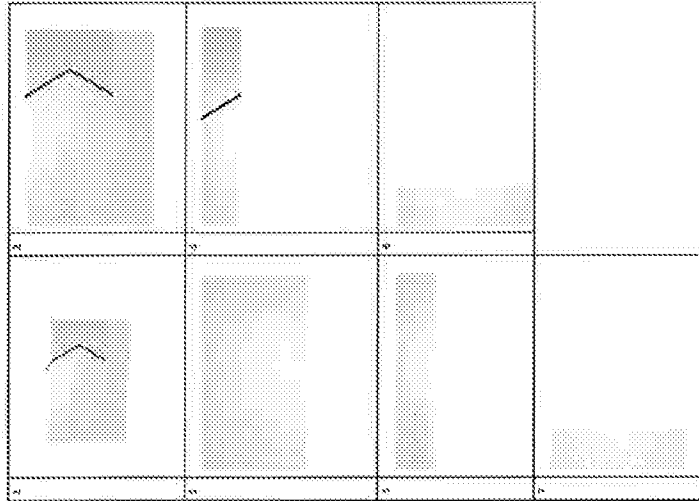
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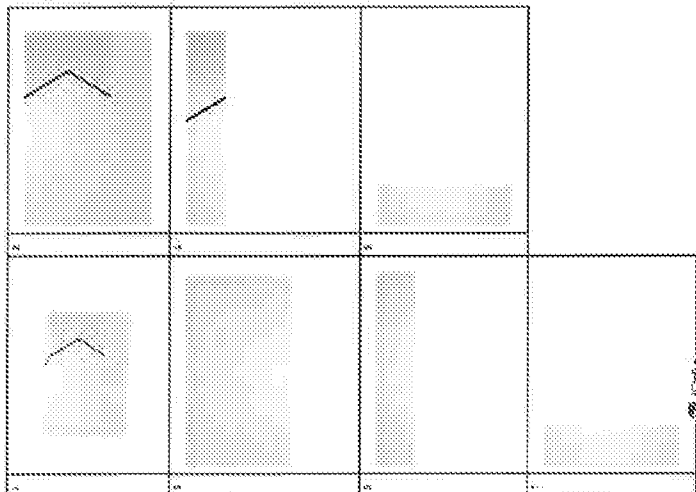


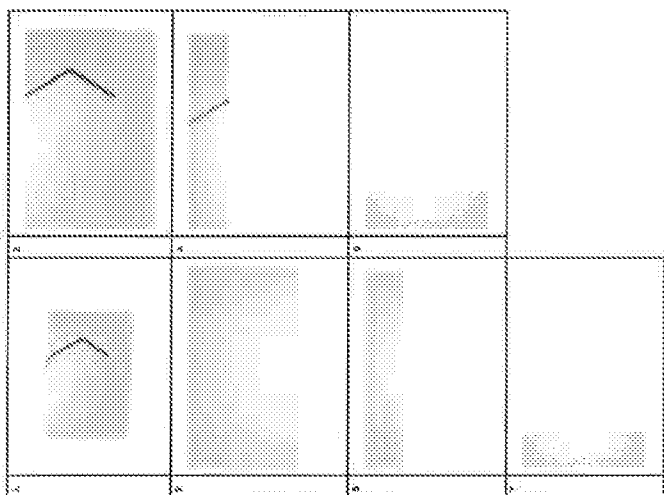
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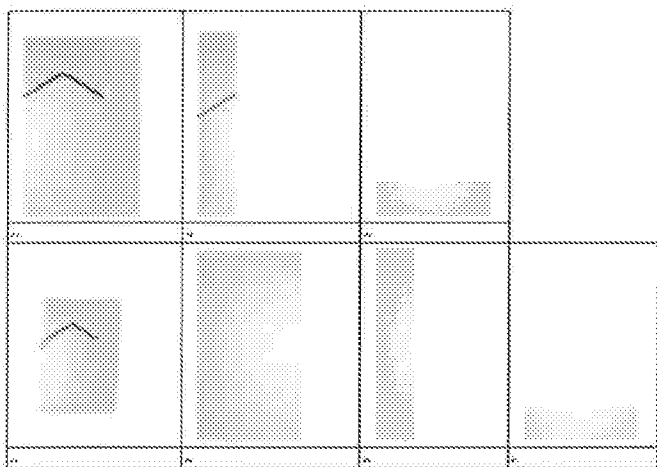


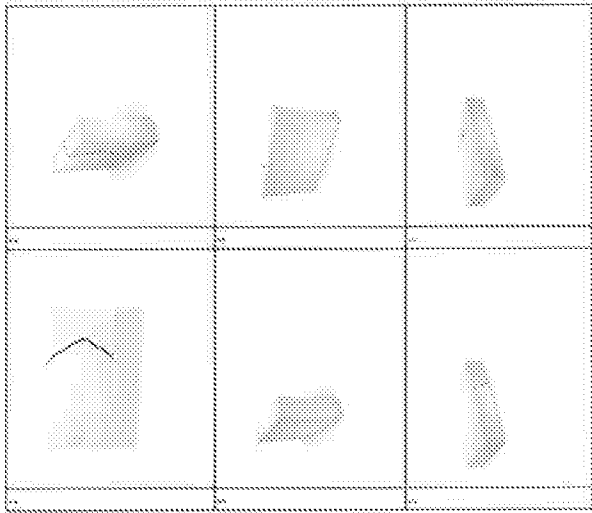
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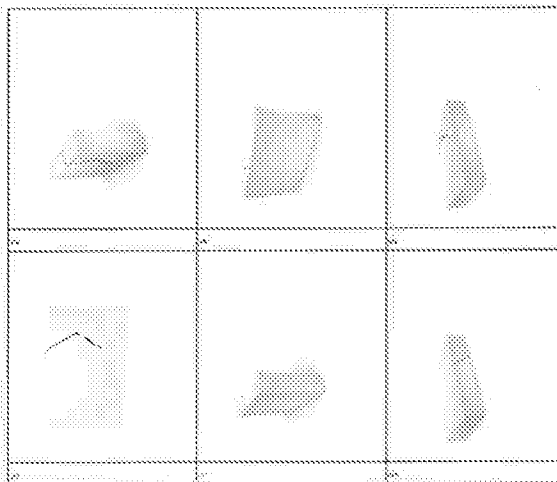


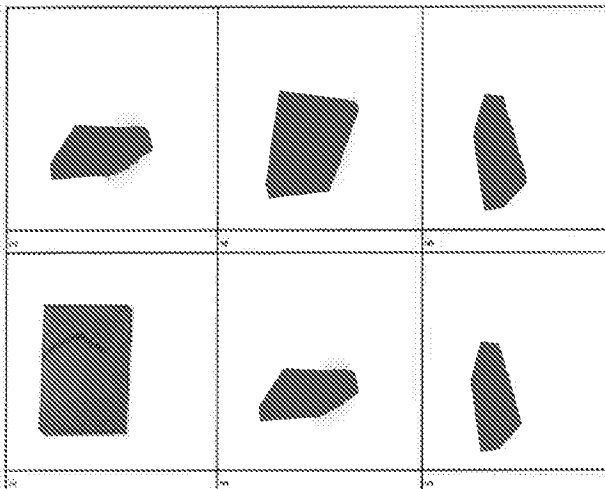
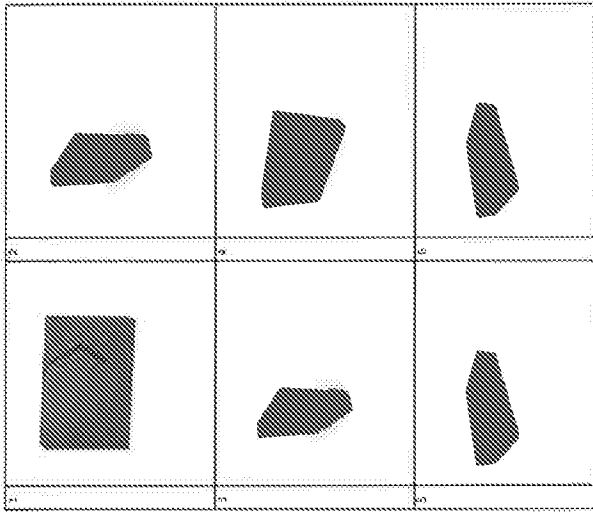
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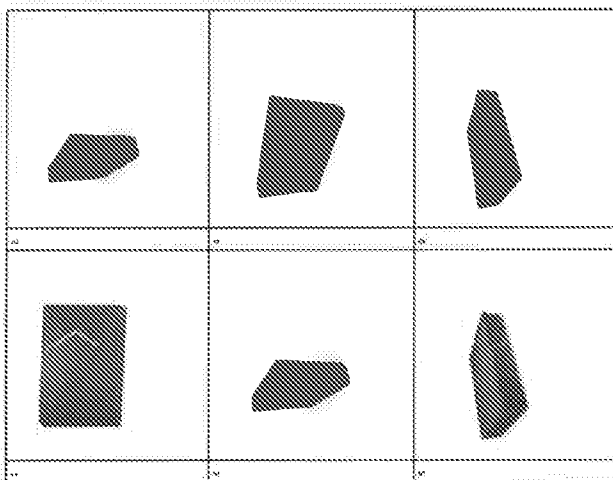




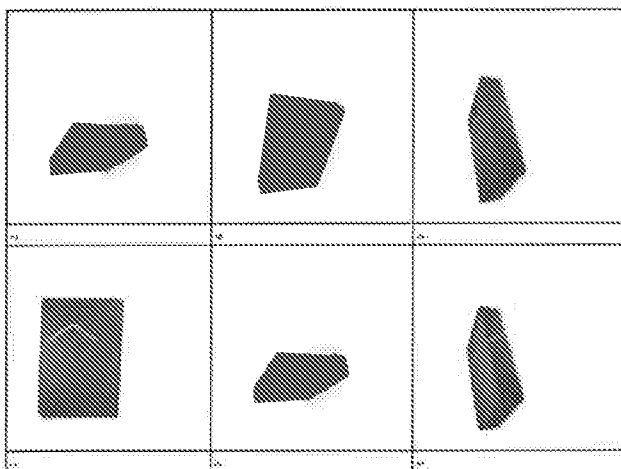
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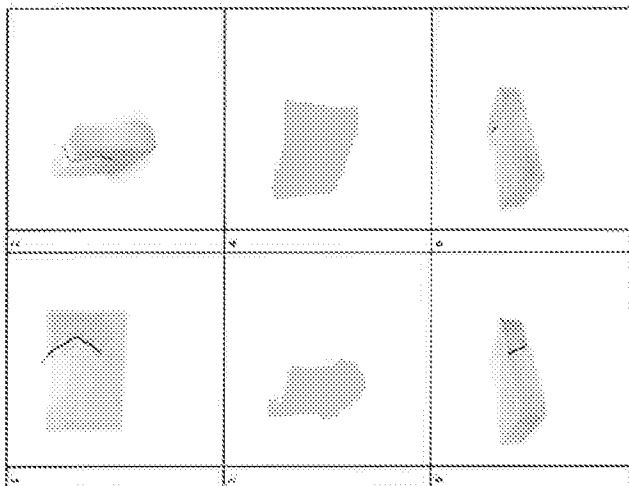




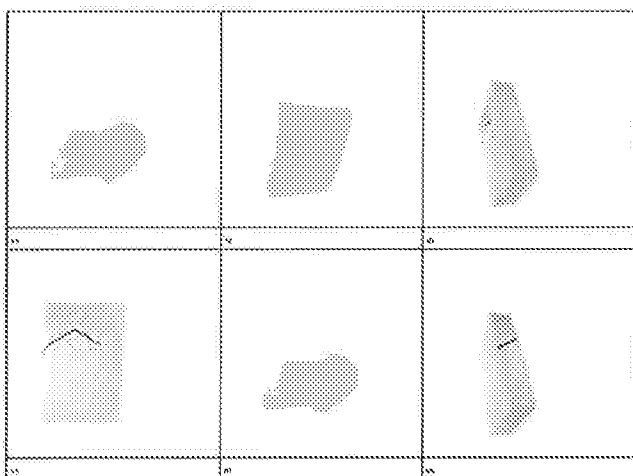


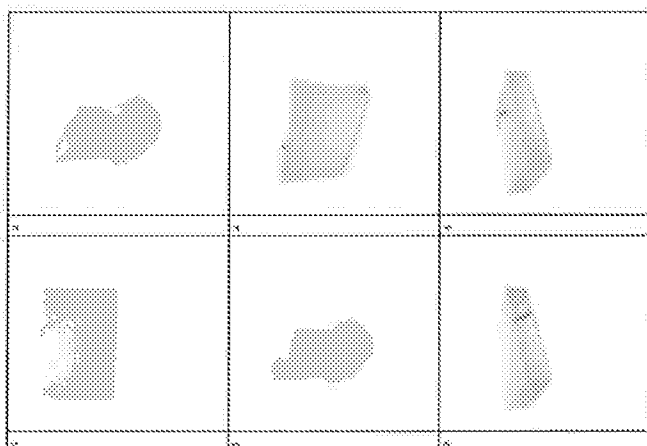
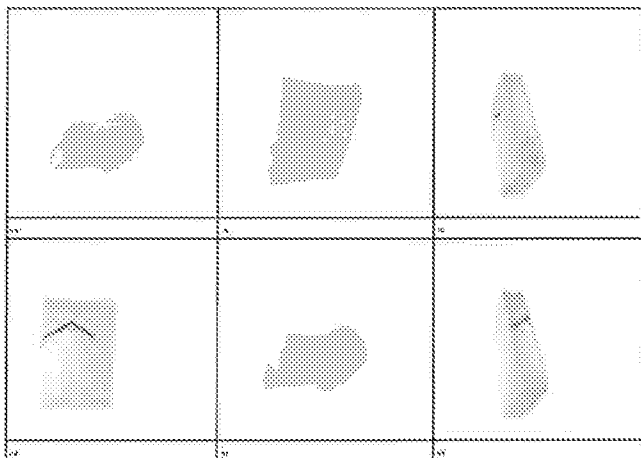
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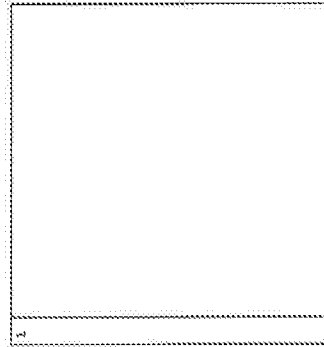
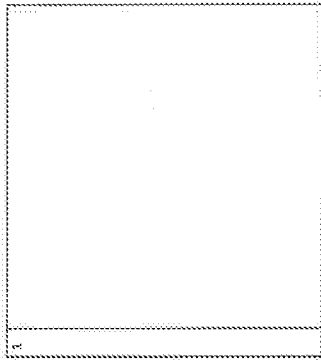




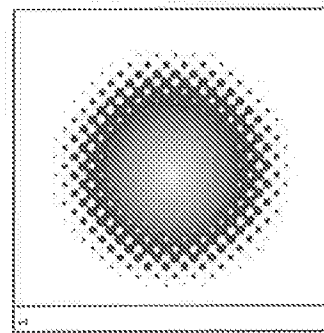
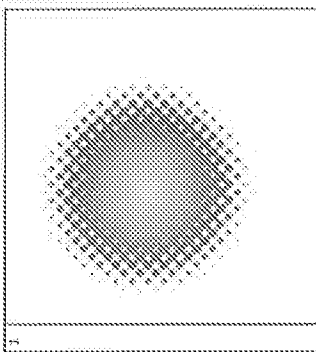
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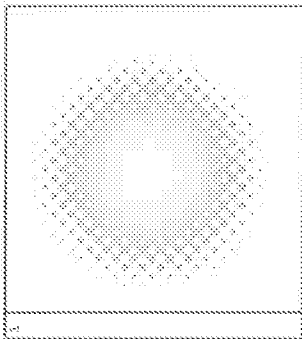


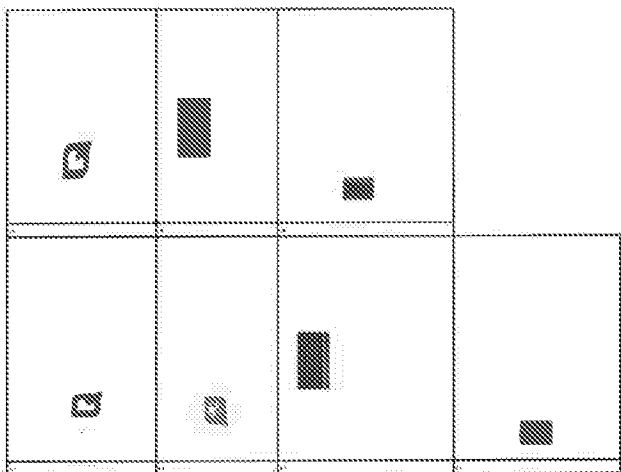




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