

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3374689

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
LEO BURNETT S.A.	12/09/2014
RECEIVING PARTY DATA	
Name:	PHILIP MORRIS INTERNATIONAL MANAGEMENT S.A.
Street Address:	AVENUE DE RHODANIE 50
City:	LAUSANNE
State/Country:	SWITZERLAND
Postal Code:	1007
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29512347
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:	1863.009
NAME OF SUBMITTER:	VISHVA PATEL
SIGNATURE:	/Vishva Patel/
DATE SIGNED:	05/29/2015
Total Attachments: 20	
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DATED

9 DECEMBER

2014

LEO BURNETT S.A.

and

PHILIP MORRIS INTERNATIONAL MANAGEMENT S.A.

CONFIRMATORY ASSIGNMENT
OF RIGHTS IN DESIGNS AND
OTHER WORK PRODUCTS

This deed dated 9 DECEMBER 2014 is made between:

PARTIES

- (1) LEO BURNETT S.A. a company organised under the laws of Switzerland with offices at Chemin de Delices 9, Lausanne, Switzerland (the "Assignor"); and
- (2) PHILIP MORRIS INTERNATIONAL MANAGEMENT S.A. a company organised under the laws of Switzerland with offices at Avenue de Rhodanie 50, 1007 Lausanne, Switzerland (the "Assignee").

RECITALS

- (A) Pursuant to the Services Agreement the Assignor provides Services, including the creation of the Designs, on the instructions of the Assignee.
- (B) Pursuant to section 5.1 of the Services Agreement, the parties agree that the Assignee owns all present and future Intellectual Property Rights in all Work Product, including the Designs, created under the Services Agreement.
- (C) In order to perfect the Assignee's legal title in the Intellectual Property Rights in the Work Products, including the Designs, the Assignor has agreed to assign all such rights to the Assignee on the terms set out in this confirmatory 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;

"**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.

"**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 Assignee 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 Assignee and Assignor may agree from time to time pursuant to the Services Agreement;

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

"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. **WARRANTIES**

The Assignor warrants that, at the date of this agreement:

- 3.1.1 it has full power and authority to enter into this agreement;
- 3.1.2 the Work Product and Designs are its original work and have not been and will not be copied wholly or substantially from any other work or material or any other source;
- 3.1.3 it is the sole legal and beneficial owner of the Rights;
- 3.1.4 it has not licensed or assigned any of the Rights to any third party in any part of the world;
- 3.1.5 all the Rights are subsisting and enforceable and nothing has been done to make them invalid;
- 3.1.6 the Rights are free from any encumbrances, security interest, option, mortgage, charge or lien; and
- 3.1.7 it is unaware of any infringement or likely infringement of any of the Rights.

4. **FURTHER ASSURANCE**

4.1 At its own expense the Assignor shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement, including:

- 4.1.1 registration of the Assignee as applicant or (as applicable) proprietor of the Rights; and
- 4.1.2 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.

- 4.2 The Assignor irrevocably appoints the Assignee to be its attorney in its name and on its behalf to execute documents, use the Assignor's name and do all things which are necessary or desirable for the Assignee to obtain for itself or its nominee the full benefit of this clause. A certificate in writing, signed by any director or the secretary of the Assignee or any person appointed in accordance with clause 4.4.3 that any instrument or act falls within the authority conferred by this agreement shall be conclusive evidence that such is the case so far as any third party is concerned.
- 4.3 This power of attorney is irrevocable as long as any of the Assignor's obligations under this agreement remain undischarged.
- 4.4 Without prejudice to clause 4.2, the attorney may, in any way it thinks fit and in the name and on behalf of the Assignor:
- 4.4.1 take any action that this agreement requires the Assignor to take;
 - 4.4.2 exercise any rights which this agreement gives to the Assignor; and
 - 4.4.3 appoint and remove one or more substitute attorneys with full power as the Assignor's attorney on terms that the attorney thinks fit.
- 4.5 The Assignor must ratify and confirm everything that the attorney and any substitute attorney does or arranges using the powers granted under this clause.

5. MORAL RIGHTS

- 5.1 The Assignor has obtained, or shall upon the request of the Assignee obtain, from all authors of the Designs written absolute, irrevocable and unconditional waivers in relation to their moral rights arising under the Copyright, Designs and Patents Act 1988 and, so far as is legally possible, any broadly equivalent rights such authors may have in any territory of the world.
- 5.2 The Assignor shall provide to the Assignee absolute waivers of all moral rights in any future design promptly on its creation.

6. 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.

7. ENTIRE AGREEMENT

- 7.1 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.

7.2 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.

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

8. VARIATION

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

9. SEVERANCE

9.1 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.

9.2 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.

10. COUNTERPARTS

10.1 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.

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

11. 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.

12. 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.

13. 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).

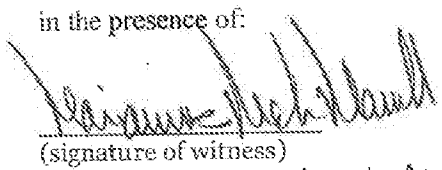
This deed has been entered into on the date stated at the beginning of it.

EXECUTION

Executed as a deed by **LEO BURNETT**
S.A. acting by _____, a
director:


(signature director)

in the presence of:


(signature of witness)



Name: Marianne Mack Markland

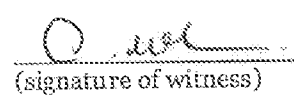
Address: 35 W. Wacker Dr., Chicago, IL 60601

Occupation: Notary Public

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


(signature director)

in the presence of:


(signature of witness)

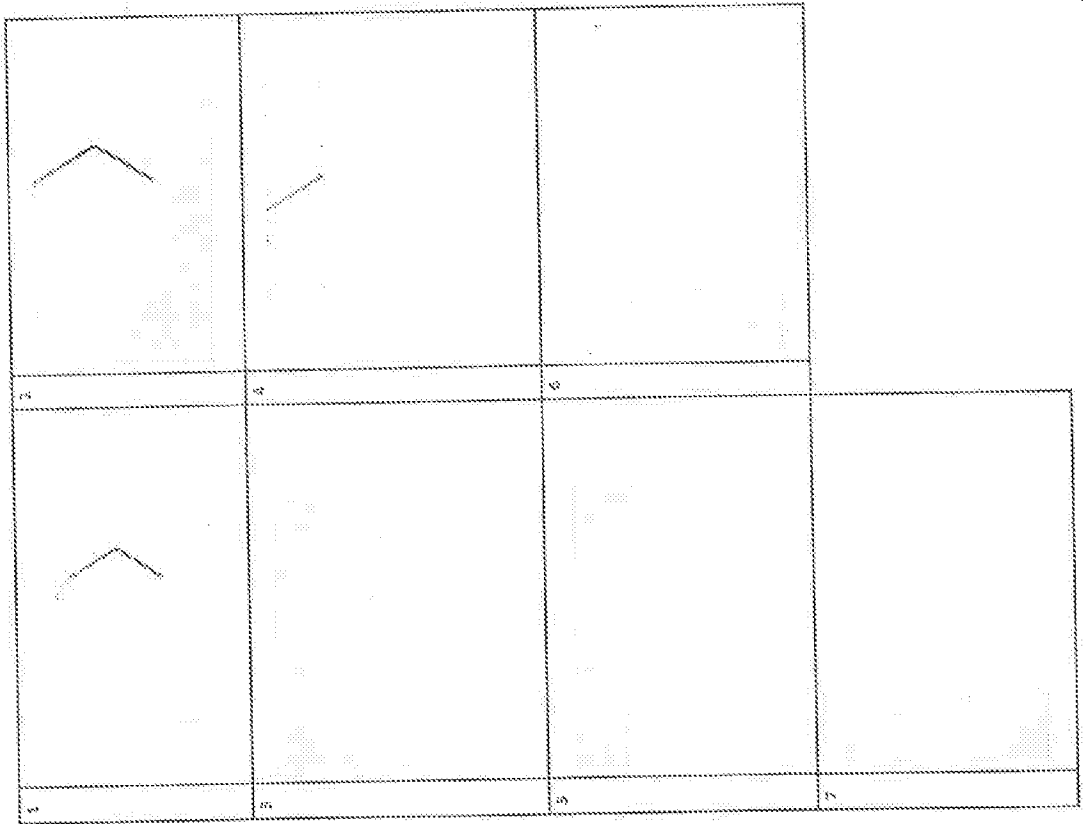
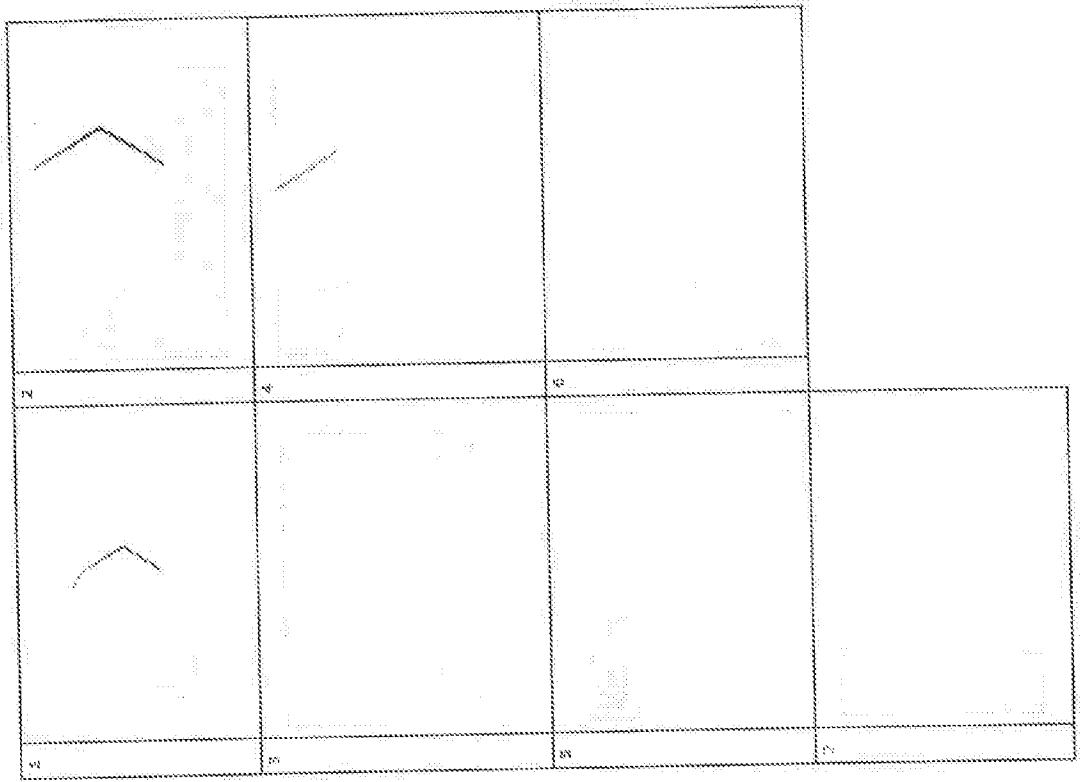
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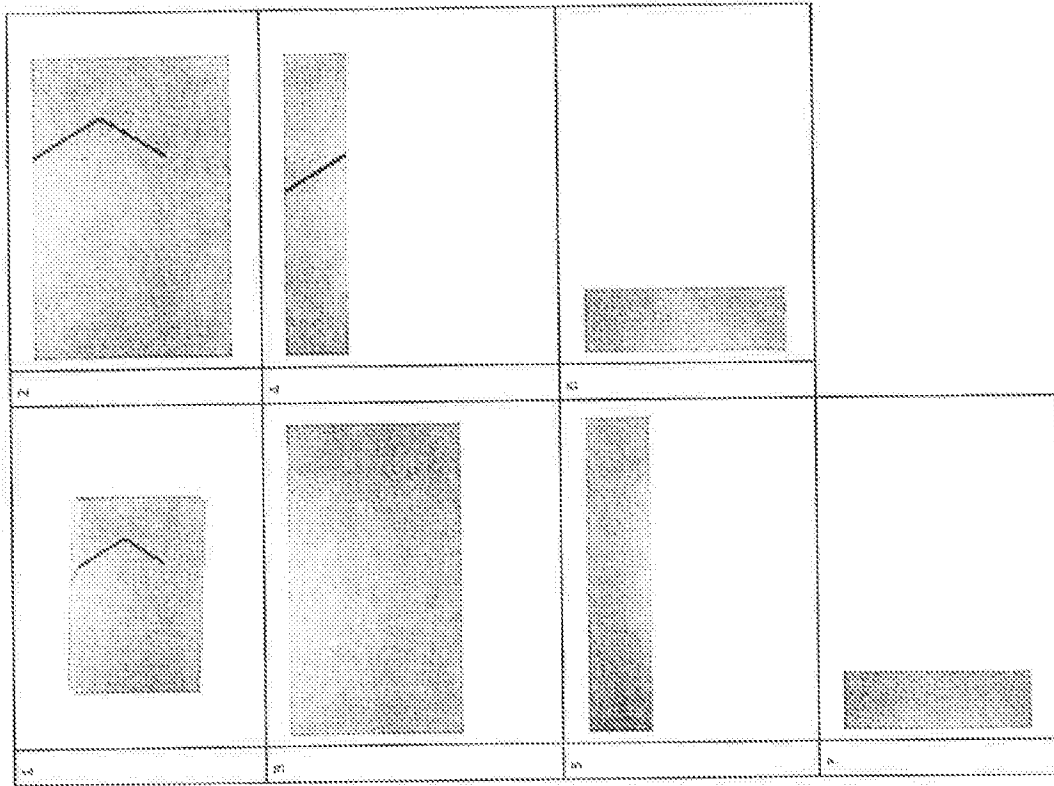
Address: 1 Rue du Chatelet
1269 Savaris

Occupation: REP Marketing Manager

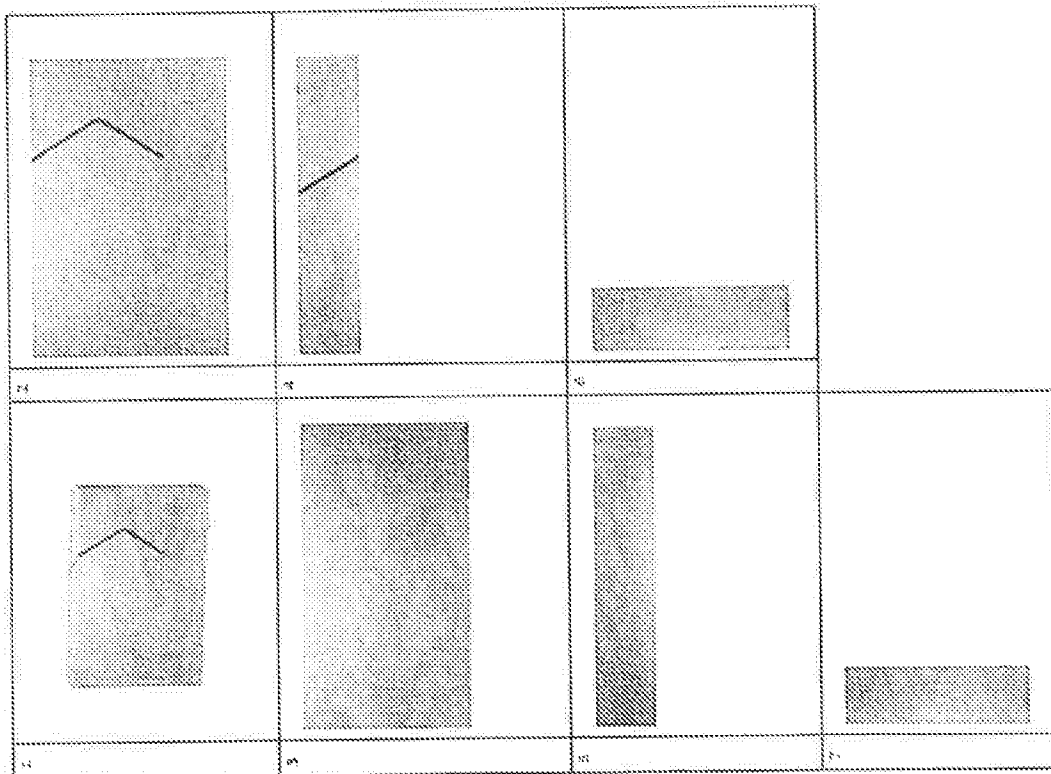
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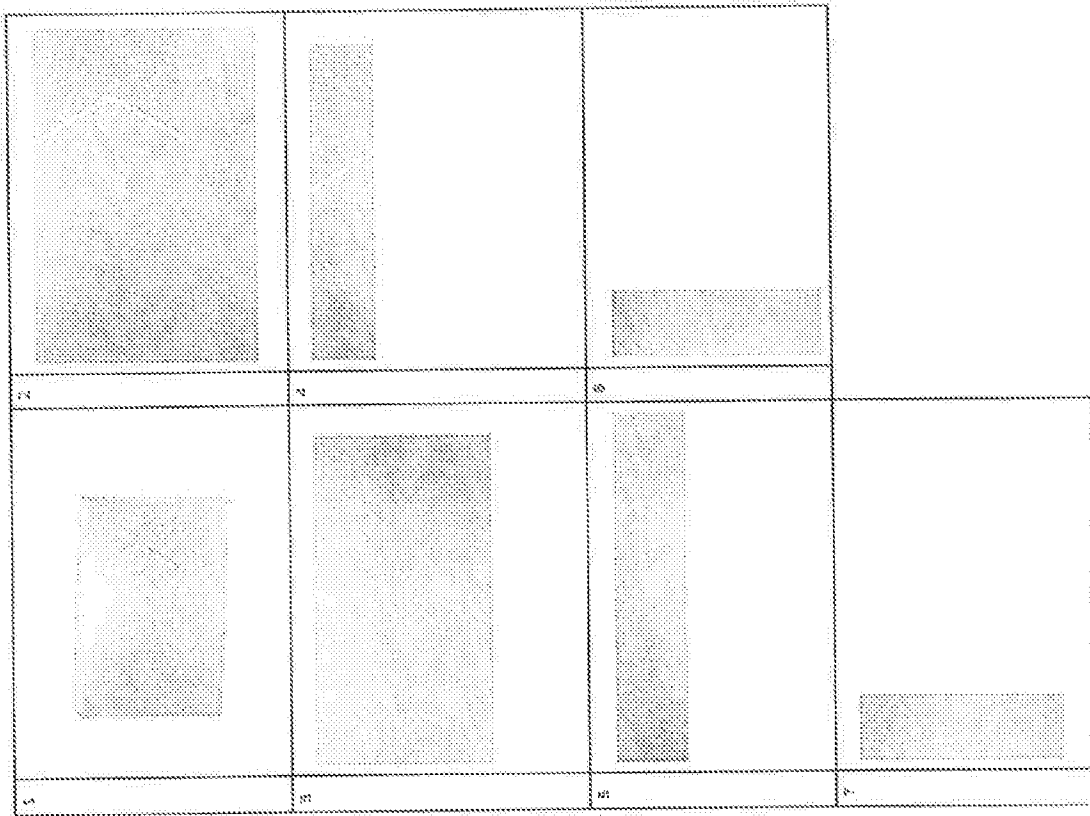
Designs



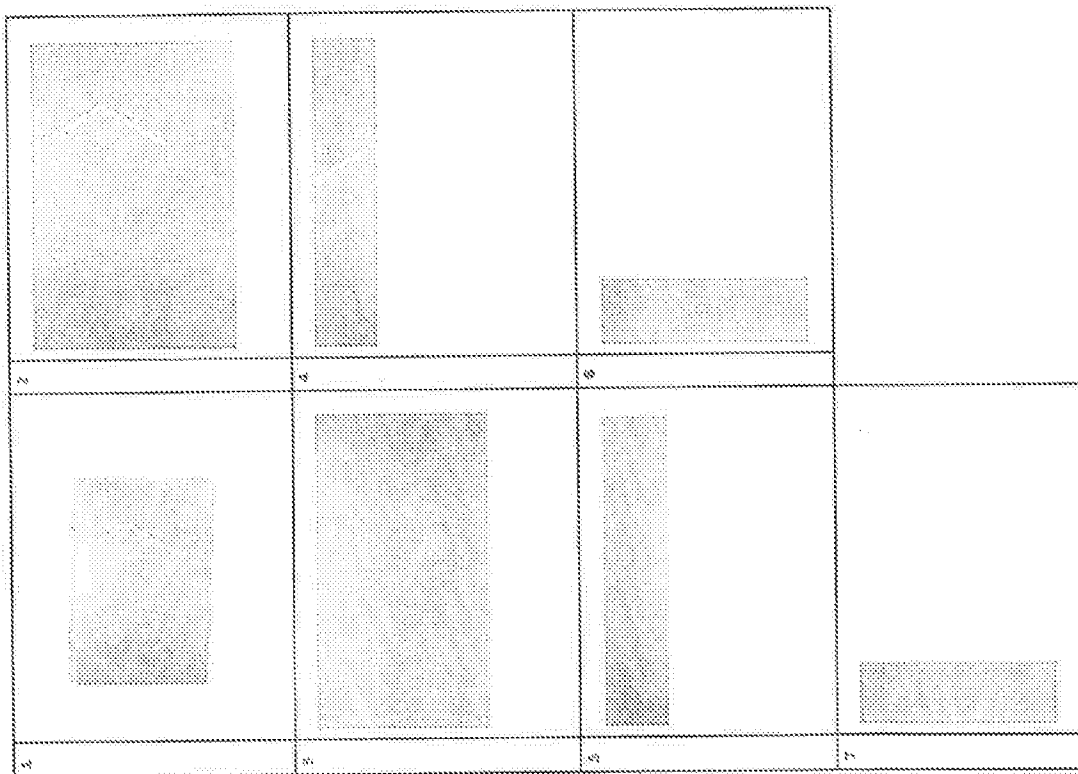


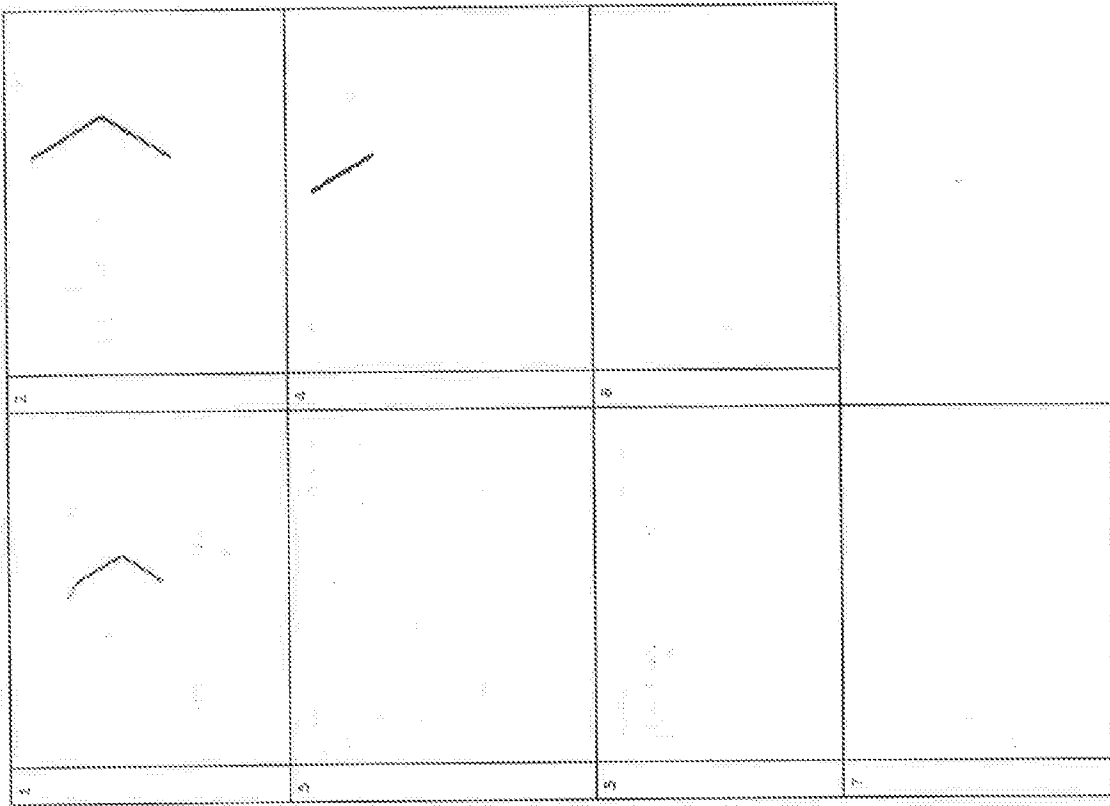
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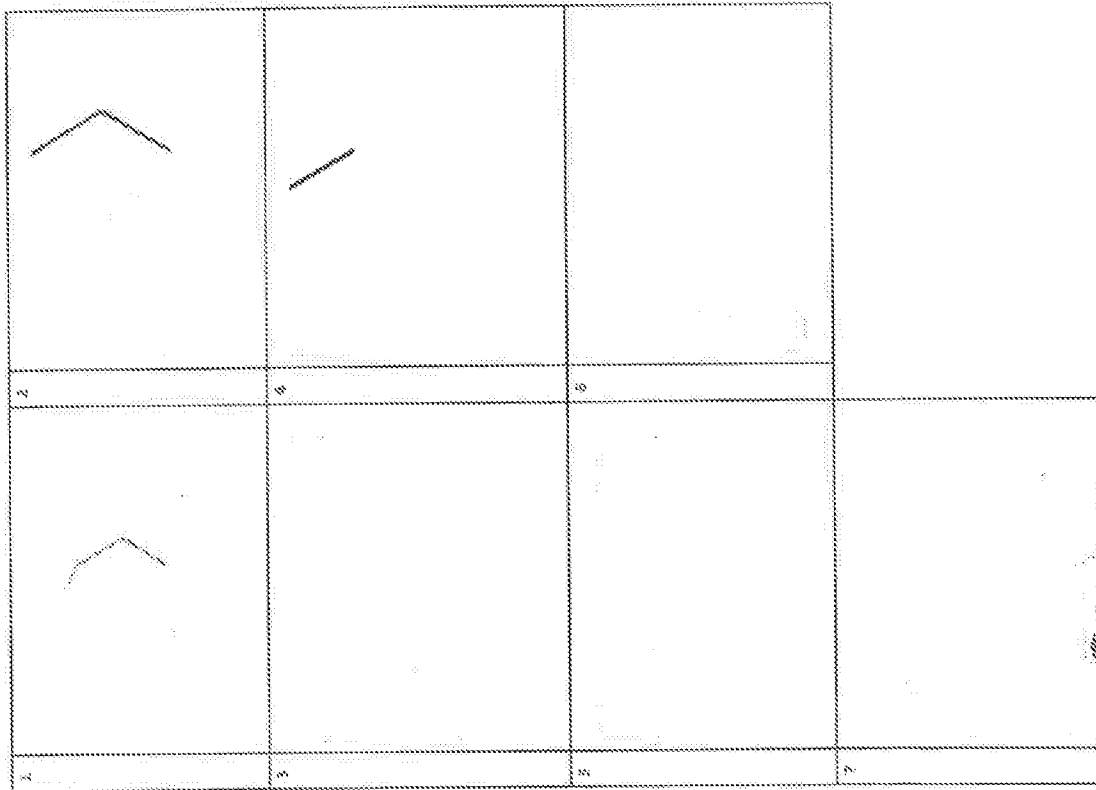


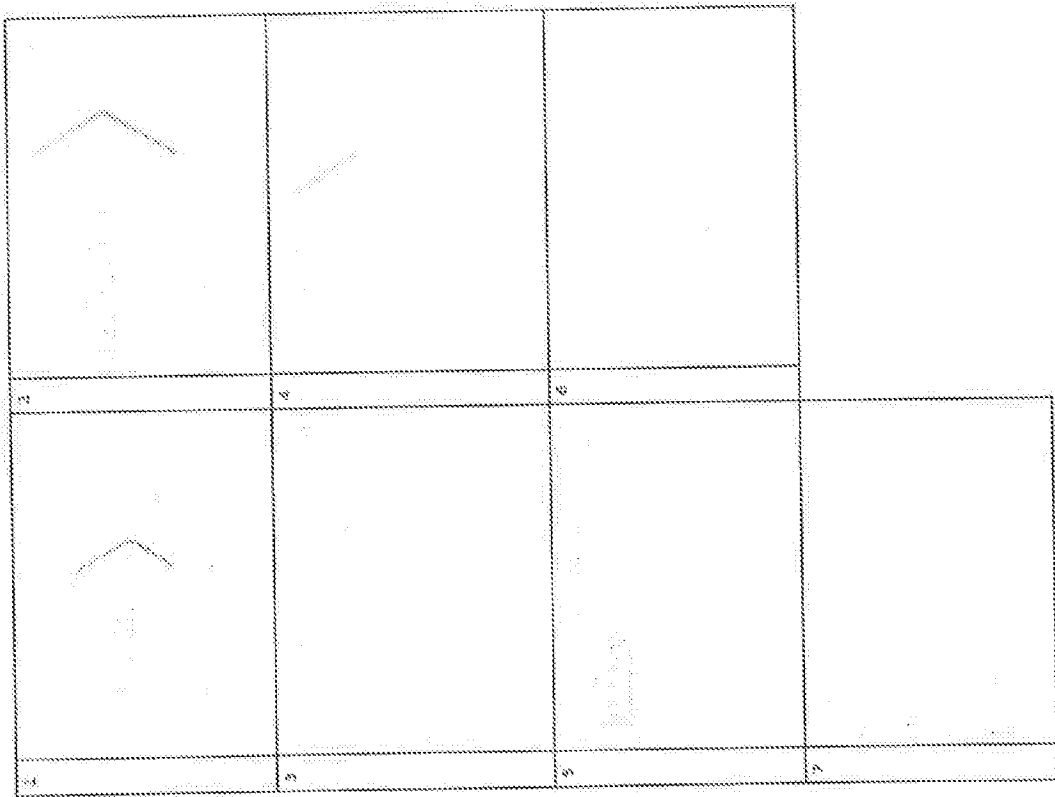
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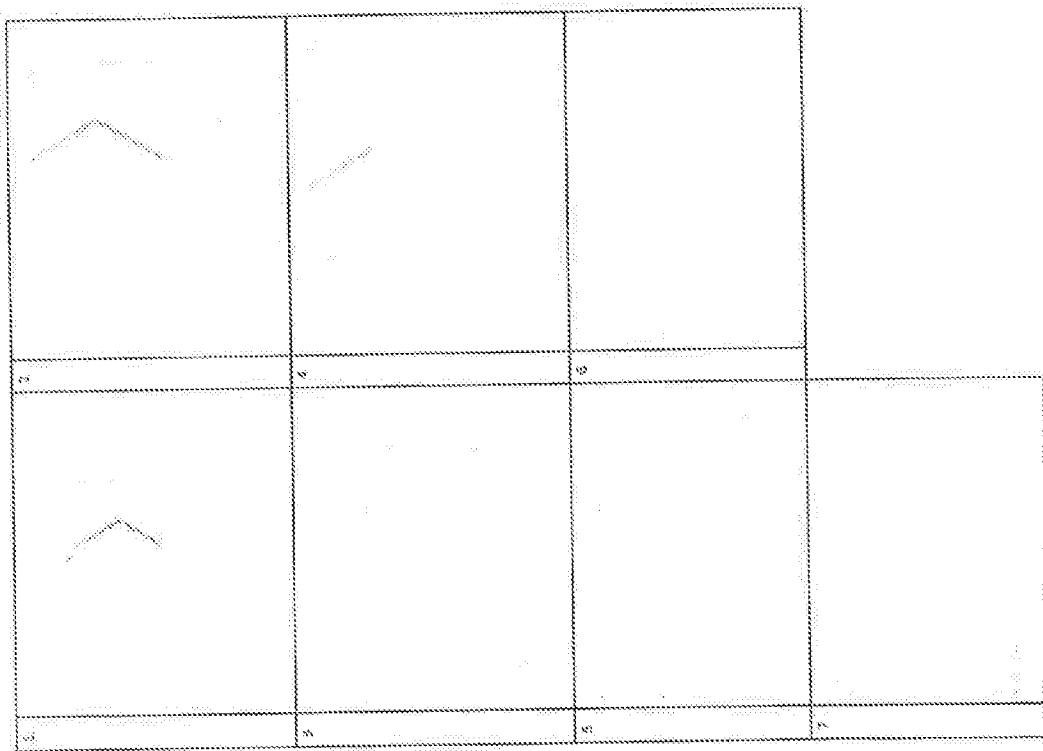


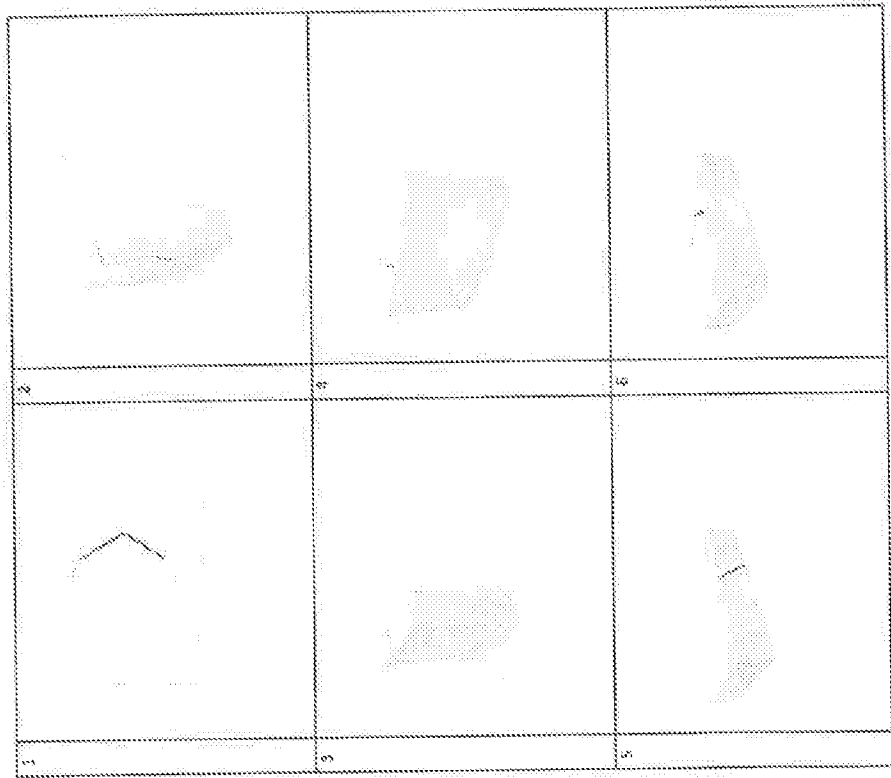
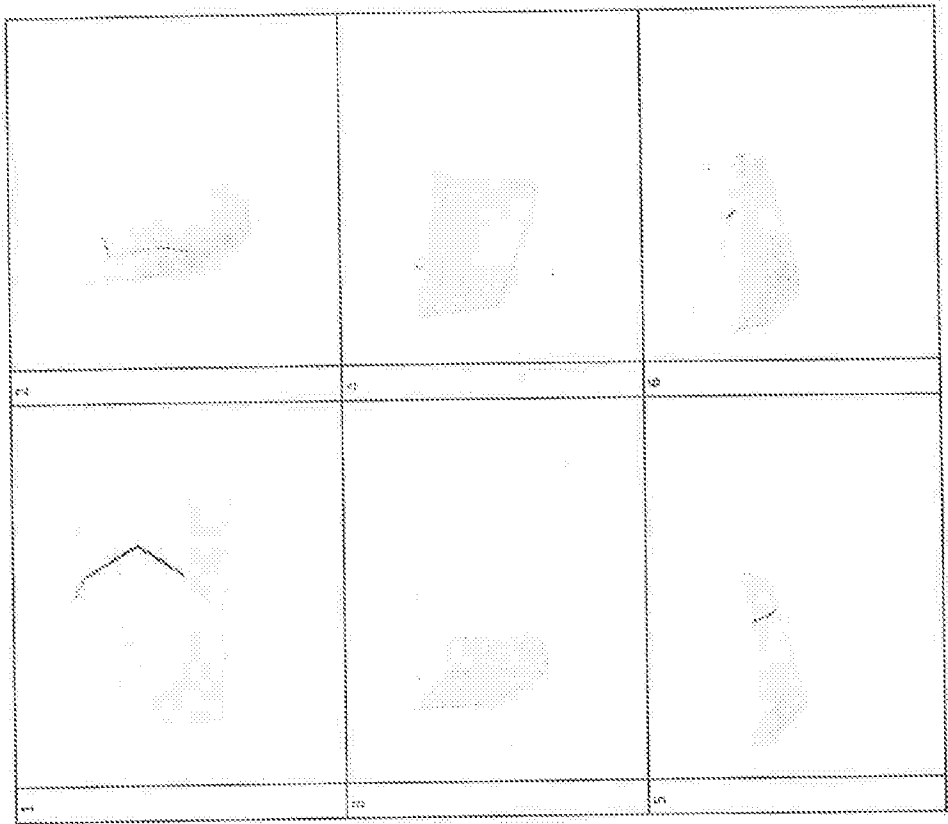
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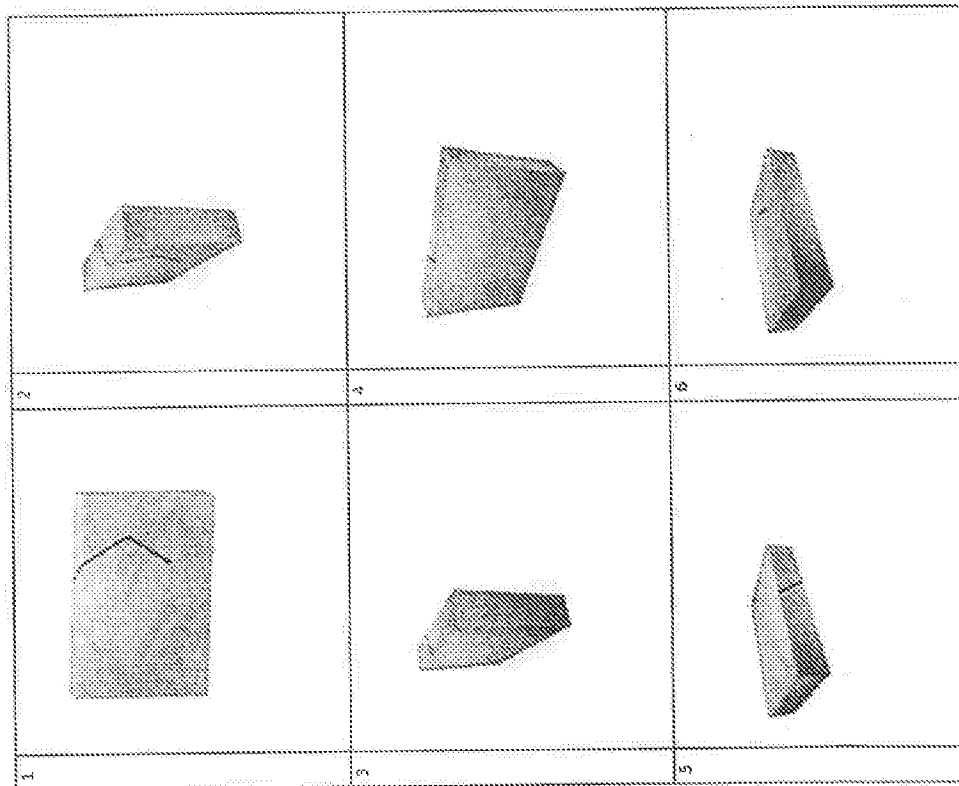
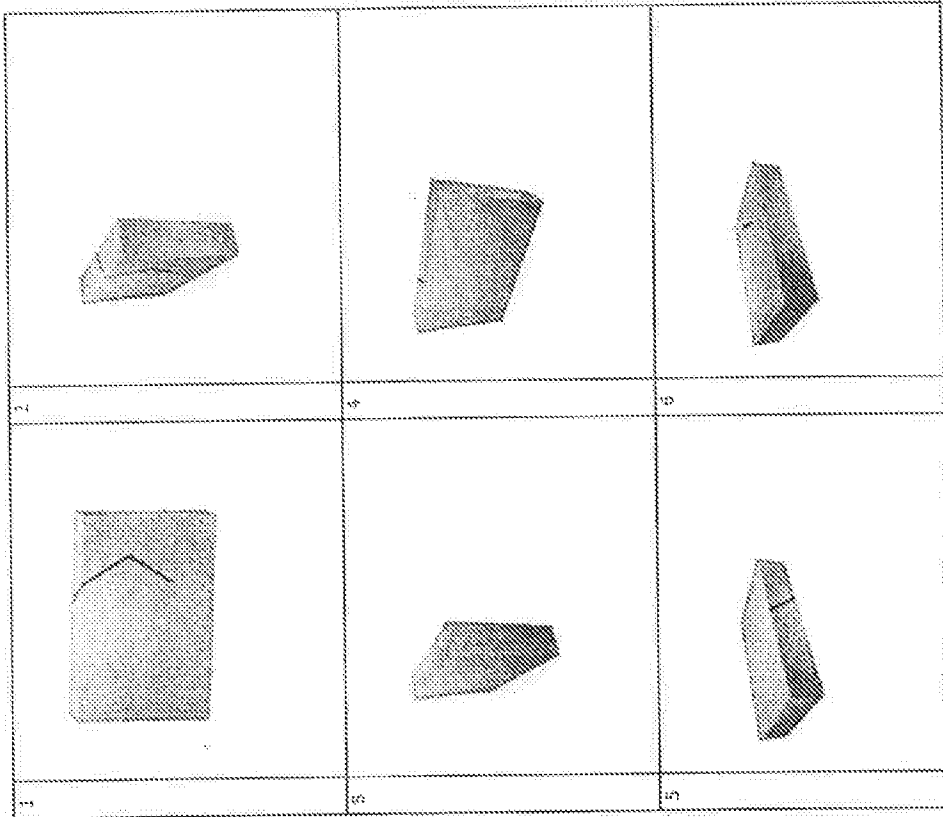


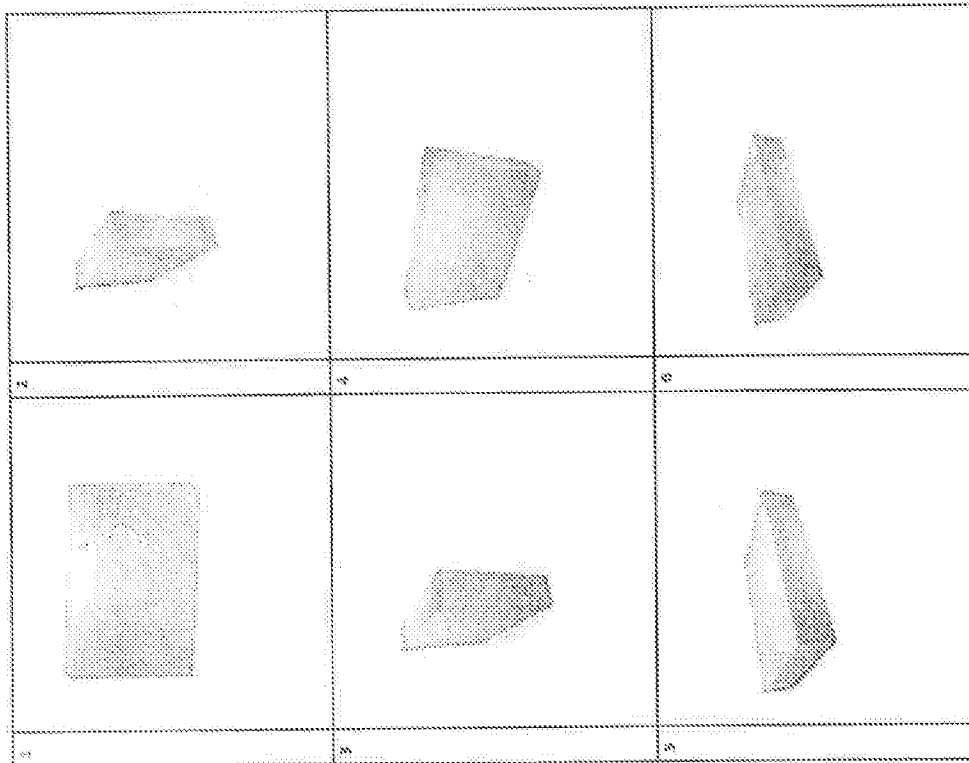


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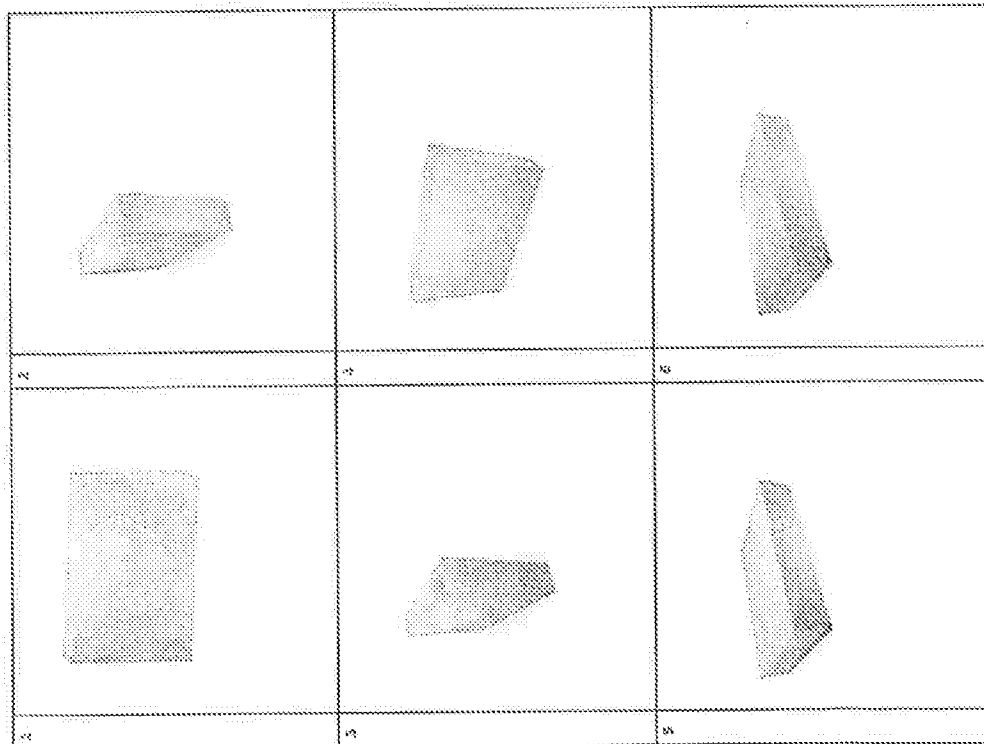


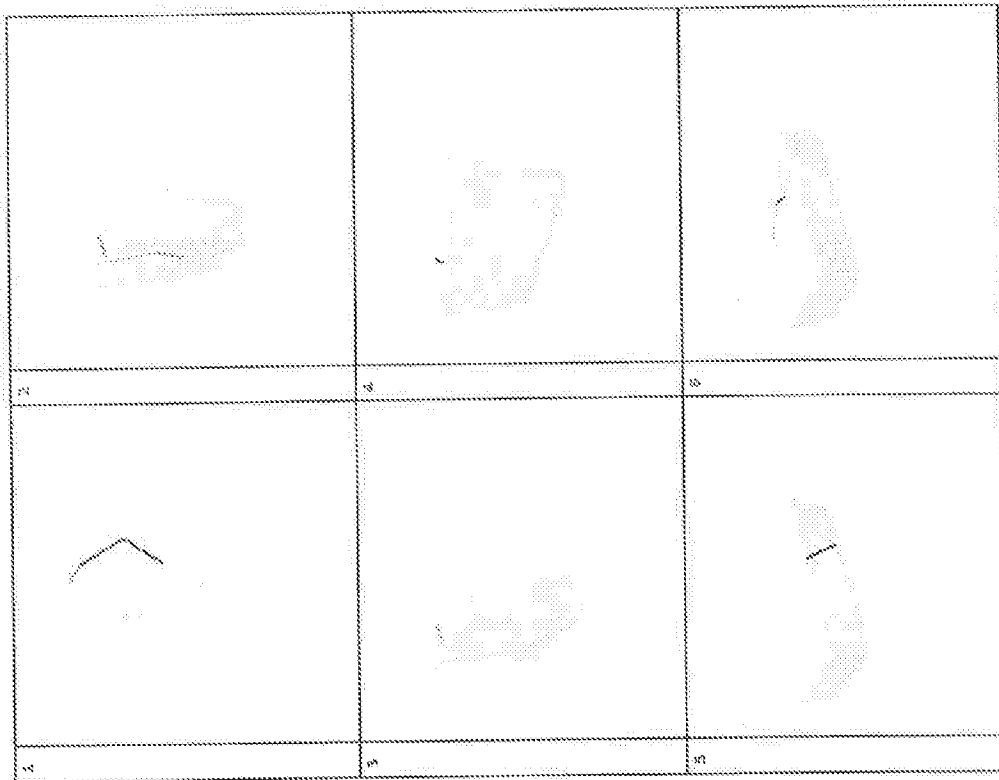




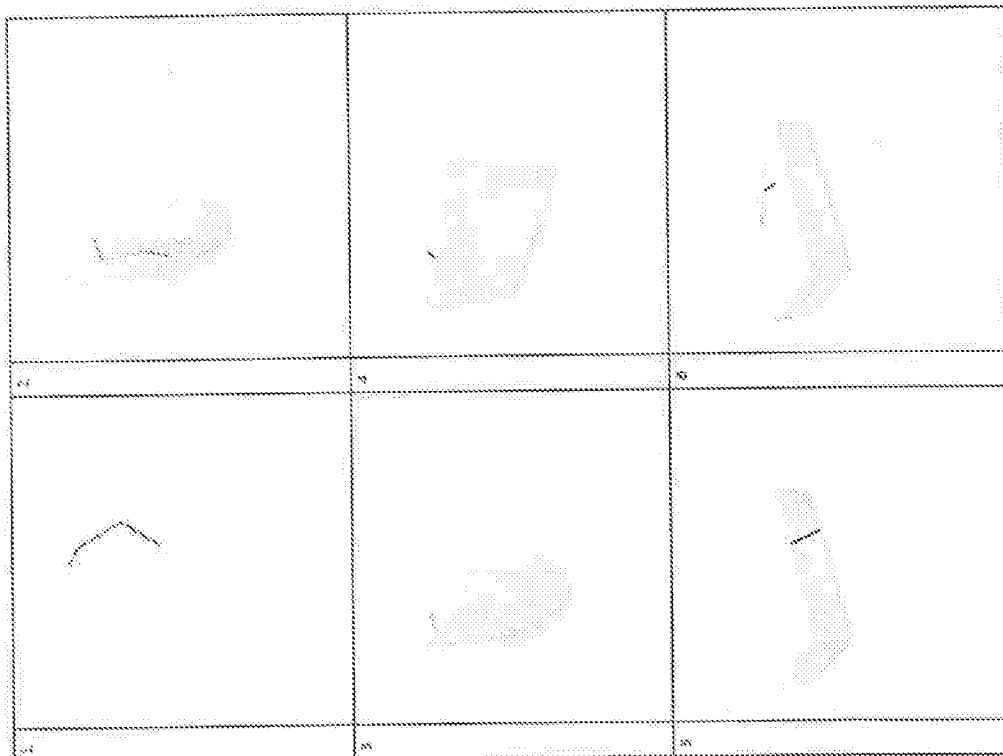


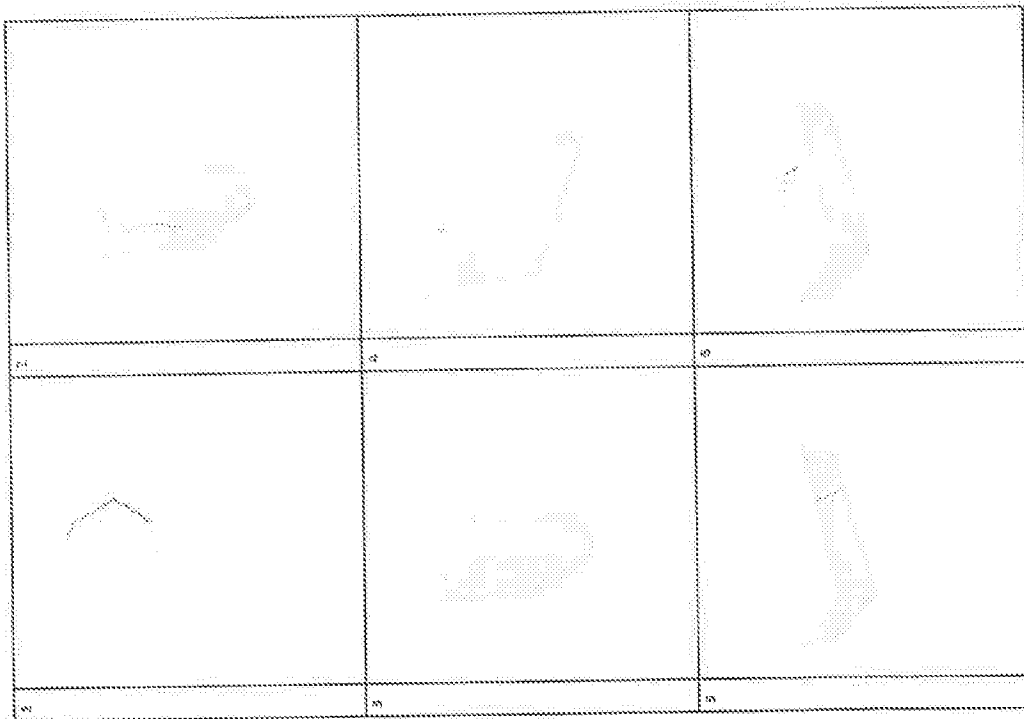
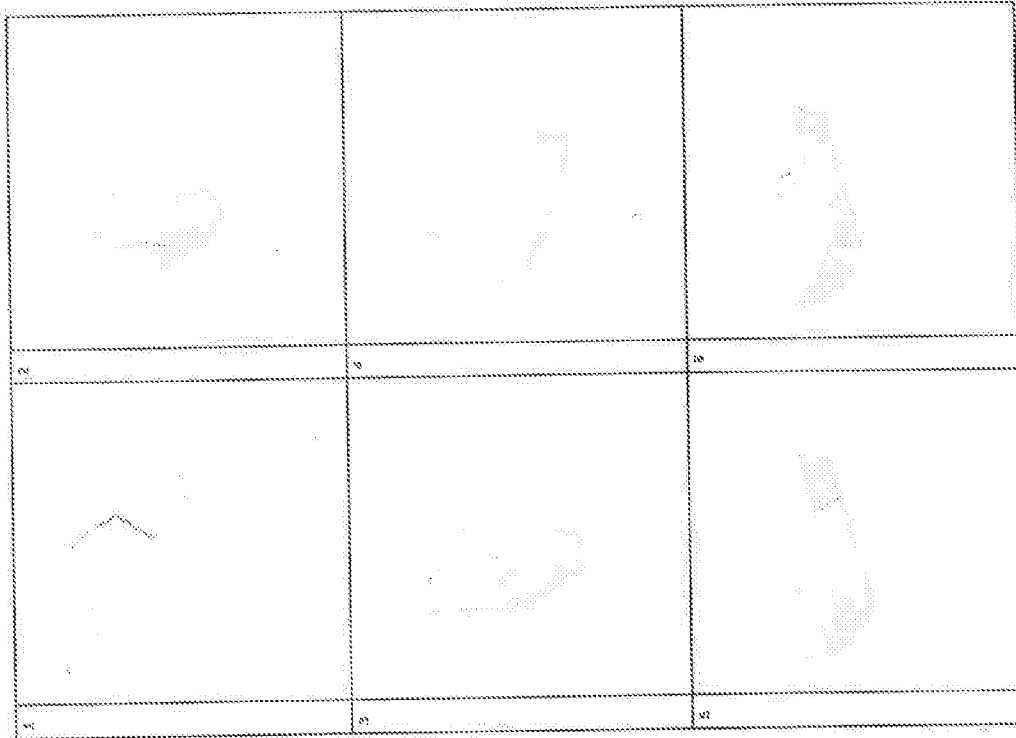
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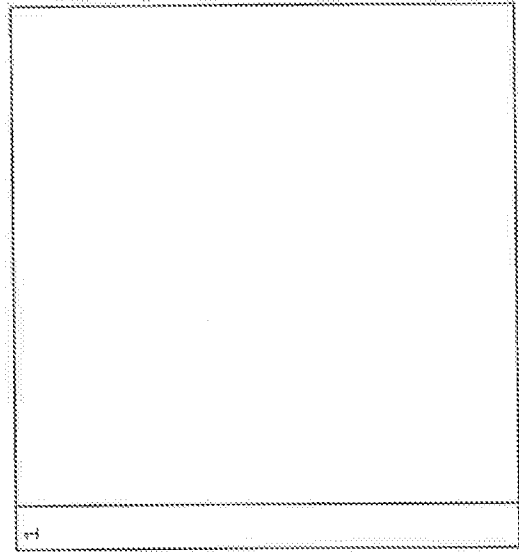
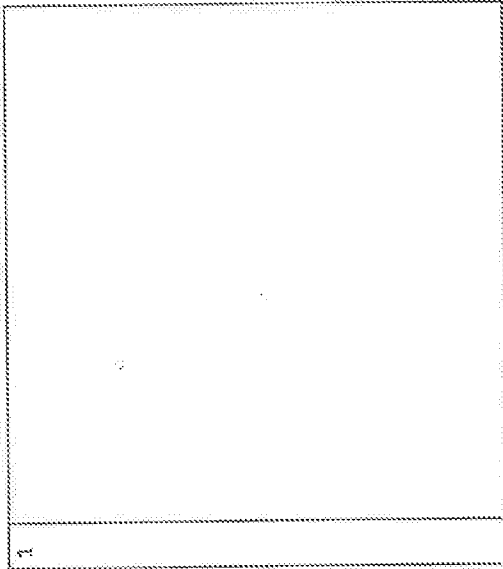




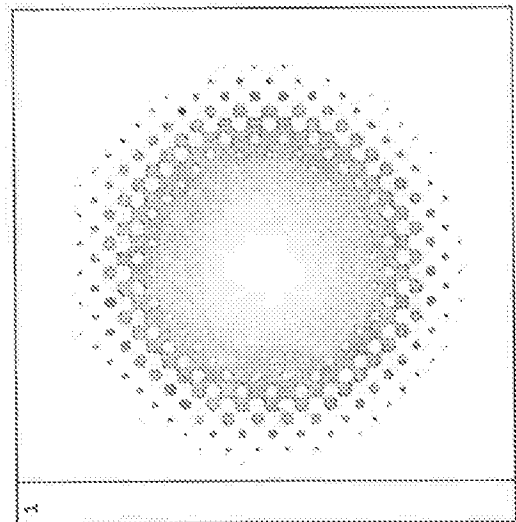
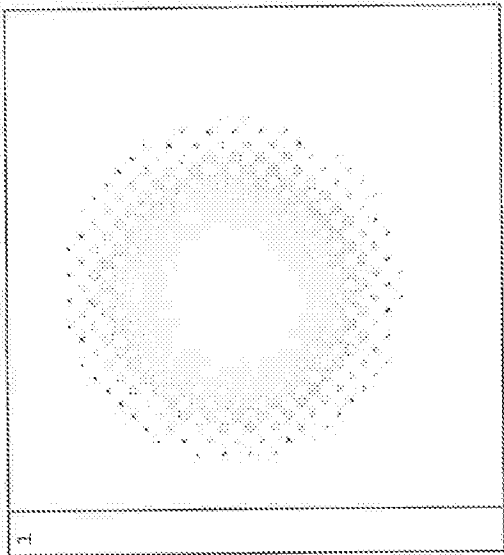
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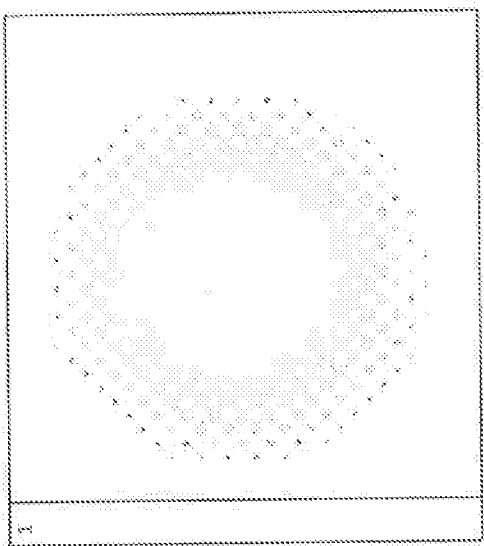


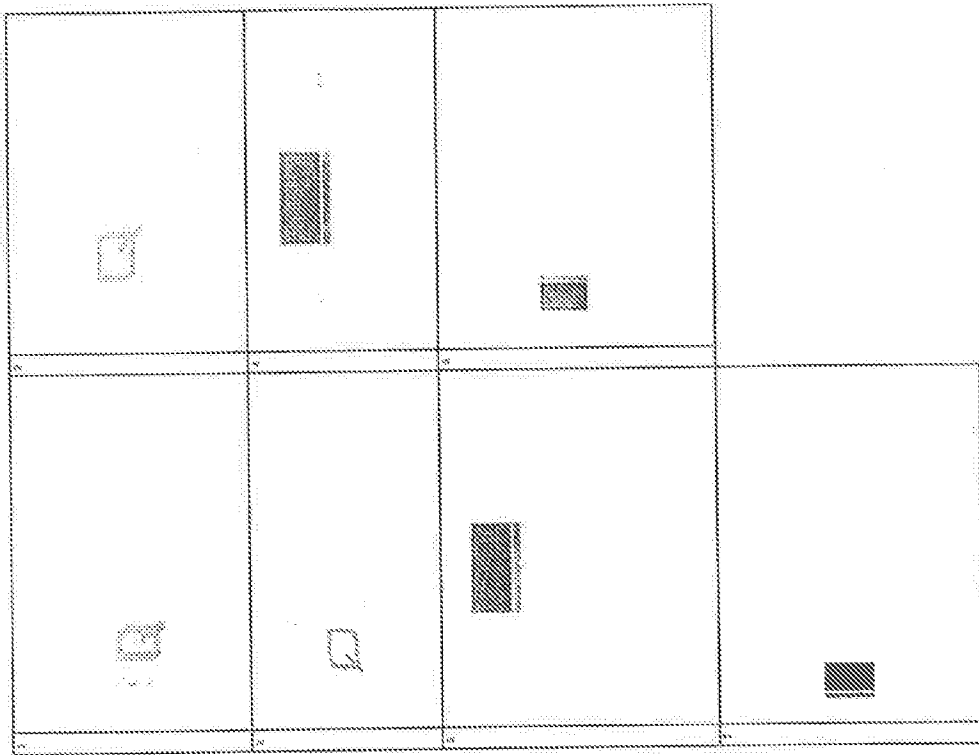




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