

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3419177

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
KARL KALJURA	03/17/2015
PHILIP RUSSELL FAWCUS	03/20/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	BRITISH AMERICAN TOBACCO (INVESTMENTS) LIMITED
<b>Street Address:</b>	GLOBE HOUSE
<b>Internal Address:</b>	1 WATER STREET
<b>City:</b>	LONDON
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	WC2R 3LA
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	14429678
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(212)479-6275
<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>	212 479 6000
<b>Email:</b>	batip@cooley.com
<b>Correspondent Name:</b>	COOLEY LLP - ATTN.: PATENT GROUP
<b>Address Line 1:</b>	1299 PENNSYLVANIA AVENUE, NW
<b>Address Line 2:</b>	SUITE 700
<b>Address Line 4:</b>	WASHINGTON, D.C. 20004
<b>ATTORNEY DOCKET NUMBER:</b>	BTMK-277/00US 318520-2475
<b>NAME OF SUBMITTER:</b>	NATHAN W. POULSEN
<b>SIGNATURE:</b>	/NATHAN W. POULSEN/
<b>DATE SIGNED:</b>	06/30/2015
<b>Total Attachments: 6</b>	
source=BTMK_277US_ASSIGNMENT#page1.tif	
source=BTMK_277US_ASSIGNMENT#page2.tif	
source=BTMK_277US_ASSIGNMENT#page3.tif	

source=BTMK\_277US\_ASSIGNMENT#page4.tif

source=BTMK\_277US\_ASSIGNMENT#page5.tif

source=BTMK\_277US\_ASSIGNMENT#page6.tif

PATENT

COMBINED ASSIGNMENT AND DECLARATION

As below named inventor, **Karl KALJURA** and **Phillp Russell FAWCUS** (referred to as "Assignor") having made an invention(s) (the "Invention(s)") set forth in an application for patent, entitled **A SMOKING ARTICLE**, and which is:

- (1)  a United States provisional patent application
  - (a)  to be filed herewith;
  - (b)  bearing Application No. \_\_\_\_\_, and filed on \_\_\_\_\_;
- (2)  a United States non-provisional patent application
  - (a)  to be filed herewith;
  - (b)  bearing Application No. \_\_\_\_\_, and filed on \_\_\_\_\_;
- (3)  a PCT application
  - (a)  to be filed herewith;
  - (b)  bearing Application No. **PCT/GB2013/052534**, and filed on **September 30, 2013**;
- (4)  a \_\_\_\_\_ patent application bearing Serial No. \_\_\_\_\_, and filed on \_\_\_\_\_;  
and/or
- (5)  attached hereto.

WHEREAS, **BRITISH AMERICAN TOBACCO (INVESTMENTS) LIMITED**, a corporation having its principal place of business at **Globe House, 1 Water Street, London WC2R 3LA, United Kingdom** its successors, legal representatives and assigns, (the "Assignee") is desirous of acquiring the entire right, title, and interest in and to said Invention(s); the application(s) for patent identified above; the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to these application(s); any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent of the United States or other countries that may be granted therefor or thereon.

**NOW, THEREFORE**, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee or a predecessor in interest of the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee or a predecessor in interest of the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application(s) for patent identified in paragraph(s) (1), (2), (3), (4) and/or (5);

(c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;

(d) any application(s) for patent of the United States or other countries claiming the Invention(s);

(e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph(s) (1), (2), (3), (4) and/or (5) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and

(f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and

(g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignor, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY LLP to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application(s) identified in paragraph(s) (1), (2), (3), (4) and/or (5) when known.

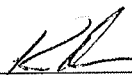
The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

I hereby declare that the above-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of a claimed invention in the application. I have reviewed and understand the contents of the above-identified application, including the claims.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 C.F.R. § 1.56.

I hereby 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.

By: 

Date: 17 / 3 / 15

Name: **Karl KALJURA**

Mailing Address:


c/o British American Tobacco (Investments) Limited

Globe House, 1 Water Street

London, WC2R 3LA

United Kingdom

In the presence of a witness:

Signature: 

Name: MARK AUSTIN

I hereby declare that the above-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of a claimed invention in the application. I have reviewed and understand the contents of the above-identified application, including the claims.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 C.F.R. § 1.56.

I hereby 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.

By: PRamus.

Date: 20-MAR-15

Name: **Philip Russell FAWCUS**

Mailing Address:

c/o British American Tobacco (Investments) Limited

Globe House, 1 Water Street

London, WC2R 3LA

United Kingdom

In the presence of a witness:

Signature: SPheed

Name: SUZANNE PATRICIA LEECH

Executed for and on behalf of **BRITISH AMERICAN TOBACCO (INVESTMENTS)  
LIMITED**

By: T. Cooke  
Name: TRACEY COOKE  
Capacity: HEAD OF PATENTS

Date: 1 APRIL 2015

In the presence of a witness:

Signature: J Baker

Name: JEAN BAKER