#### 503380119 07/06/2015

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3426741

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
GERALDO HENRIQUE NUNES DE OLIVEIRA	03/17/2015
GILSON RUFINO SANT'ANNA	03/20/2015

## **RECEIVING PARTY DATA**

Name:	SOUZA CRUZ, S.A.
Street Address:	RUA DA CANDELÁRIA
Internal Address:	NO. 66-3 ANDAR, CENTRO
City:	RIO DE JANEIRO
State/Country:	BRAZIL

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	14429609

## CORRESPONDENCE DATA

Fax Number: (212)479-6275

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.

Phone: 212 479 6000 Email: batip@cooley.com

Correspondent Name: COOLEY LLP - ATTN. PATENT GROUP Address Line 1: 1299 PENNSYLVANIA AVENUE, NW

Address Line 2: **SUITE 700** 

Address Line 4: WASHINGTON, D.C. 20004

ATTORNEY DOCKET NUMBER:	BTMK-274/00US 318520-2477
NAME OF SUBMITTER:	NATHAN W. POULSEN
SIGNATURE:	/NATHAN W. POULSEN/
DATE SIGNED:	07/06/2015

## **Total Attachments: 6**

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PATENT REEL: 036002 FRAME: 0688

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**PATENT** 

### COMBINED ASSIGNMENT AND DECLARATION

As below named inventor, NUNES DE OLIVEIRA, Geraldo Henrique; SANT'ANNA, Gilson Rufino; and URBANO, Carlos Adriano Costa (referred to as "Assignor") having made an invention(s) (the "Invention(s)") set forth in an application for patent, entitled EQUIPMENT FOR TOBACCO TREATMENT OR ANOTHER BULK MATERIAL SENSITIVE TO MECHANICAL STRESS, 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)	<ul> <li></li></ul>
(4)	a patent application bearing Serial No, and filed on;
	and/or
(5)	attached hereto.

WHEREAS, SOUZA CRUZ S.A., a corporation having its principal place of business at Rua da Candelária, No. 66 – 3 Andar, Centro, Rio de Janeiro, Brazil, 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);

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- (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.

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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.

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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.

Sy: NINES DE OVERNO

Date:

Name: NUNES DE OLIVEIRA, Geraldo Henrique

Mailing Address:

Av. Frederico Augusto Ritter No 8000

Distrito Industrial, Cachoeirinha

Rio Grande do Sul

Brazil

In the presence of a witness:

Cionatura

Name: ELIANE MOU

MARTIN

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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 acknowldge 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: Name: SANT'ANNA, Gilson Rufino

Mailing Address:

Av. Frederico Augusto Ritter No 8000

<u>Distrito Industrial, Cachoeirinha</u> <u>Rio Grande do Sul</u>

Brazil

In the presence of a witness:

Signature:

Signature:

Flinne Moon Moor

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Executed for and on behalf of SOUZA CRUZ S.A.

Date: 13 APRIL 2015

Name James CONRAD CONNINGTON Capacity: AUTHORISED SIGNATORY

In the presence of a witness:

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**PATENT** REEL: 036002 FRAME: 0694

**RECORDED: 07/06/2015**