## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3725041

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
RAJESH SUR	01/08/2016
STEPHEN B. SEARS	01/26/2016
MICHAEL F. DAVIS	01/05/2016

### **RECEIVING PARTY DATA**

Name:	R. J. REYNOLDS TOBACCO COMPANY
Street Address:	401 NORTH MAIN STREET
City:	WINSTON-SALEM
State/Country:	NORTH CAROLINA
Postal Code:	27101

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	14975121

### CORRESPONDENCE DATA

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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.

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WOMBLE CARLYLE SANDRIDGE & RICE LLP **Correspondent Name:** 

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Address Line 2: P.O. BOX 7037

Address Line 4: ATLANTA, GEORGIA 30357-0037

ATTORNEY DOCKET NUMBER:	R60999 11690US.1 (1111.3)	
NAME OF SUBMITTER:	ANDREW T. SPENCE	
SIGNATURE:	/Andrew T. Spence/	
DATE SIGNED:	02/03/2016	
	This document serves as an Oath/Declaration (37 CFR 1.63).	

## **Total Attachments: 5**

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**PATENT REEL: 037657 FRAME: 0248** 503678405

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PATENT REEL: 037657 FRAME: 0249

# COMBINED WORLDWIDE INVENTION ASSIGNMENT AND U.S. DECLARATION (37 CFR 1.63)

WHEREAS, the undersigned (hereinafter collectively referred to as "Assignor") has or may have invented certain inventions and improvements disclosed in the United States patent application entitled "PROXIMITY SENSING FOR AN AEROSOL DELIVERY DEVICE" and designated as

$\boxtimes$	Application No. <u>14/975,121</u> ; filed <u>December 18, 2015</u>		
	Application claims priority from Application No. applications listed above being hereinafter referred to a	, filed as the "Applio	, all cation(s)";

WHEREAS, it is agreed that

R. J. REYNOLDS TOBACCO COMPANY 401 North Main Street Winston-Salem, North Carolina 27101

(hereinafter referred to as "Assignee"), is entitled to or is desirous of acquiring all right, title and interest related to the same;

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 Application(s); (ii) in and to said 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 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 Application(s); (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;

PATENT REEL: 037657 FRAME: 0250 (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 behoof 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 applications under the terms of any applicable conventions, treaties, statutes, or regulations.

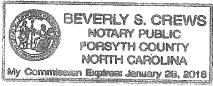
AND, for the same consideration, Assignor agrees to (i) communicate to Assignee, its successors, legal representatives, and assigns, any facts known to Assignor respecting said inventions and improvements or the history thereof and any and all documents, photographs, models, samples or other physical exhibits which may embody said inventions or improvements; (ii) sign or execute 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) testify in any proceedings relating to said inventions or improvements or rights granted therefor; and (iv) generally do everything possible to aid Assignee and 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, legal representatives, and assigns, that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned. Assignor further agrees that Assignee, its successors, legal representatives, and assigns, may insert into this Assignment any further text necessary or desirable to define the Applications to which the Assignment pertains for purposes of recordation, and also agrees that the Assignment is effective at least as early as December 18, 2015 the earliest priority date of the Application(s).

<u>U.S. DECLARATION</u>: Assignor intends for this Assignment to serve as a U.S. declaration under 37 CFR 1.63(e)(1). Accordingly, with respect to the U.S. Applications identified herein, each undersigned inventor hereby declares that: (1) the above-identified application was made or authorized to be made by me; (2) I believe that I am the original inventor or an original joint inventor of a claimed invention in the application; and (3) 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.

Page 2 of 5

01/08/2016	Jur fajet
Date	Rajesȟ Sur
State of Math Carolina County of County of Crews, a No certify that Rajesh Sur personally appeared execution of the foregoing instrument.	tary Public for said County and State, do hereby before me this day and acknowledged the due
Witness my hand and official seal, this the	08 day of <u>Vanuary</u> , 2016.
(Official Seal)	Paul Strews
My commission expires $1/28/200$	Notary Public
	BEVERLY S. CREWS



01-26-2016 John B. Jon
Date Stephen B. Sears
State of Dath Carolina
County of for slift
I, Bevery S Crews, a Notary Public for said County and State, do hereby
certify that Stephen B. Sears personally appeared before me this day and acknowledged the due execution of the foregoing instrument.
Witness my hand and official seal, this the 26 day of Varuary, 20/6.
(Official Seal)
My commission expires 1/28/2018 Notary Public
BEVERLY S. CREWS NOTARY PUBLIC
NORTH CAROLINA  MY CONTRIBUTION EVIDENCE TO THE COUNTY OF
My Commission Expires: January 28, 2018

<u>01/05/2016</u>	Michael F. Davis
State of Most Carolina	
County of Joseph	
I, Bull Cours, a Notary P certify that Michael F. Davis personally appeared execution of the foregoing instrument.	Public for said County and State, do hereby d before me this day and acknowledged the due
Witness my hand and official seal, this the	day of <u>January</u> , 2016.
(Official Seal)	Zeron Santa
My commission expires 1/38/30 8	Notary Public  BEVERLY S. CREWS  NOTARY PUBLIC  NOTARY PUBLIC
WCSR 35472680v1	FORSYTH COUNTY NORTH CAROLINA NORTH CAROLINA FORTHERS: January 28, 2018