

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3887489

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	LOEC, INC.	06/12/2015
RECEIVING PARTY DATA		
Name:	FONTEM HOLDINGS 4 B.V.	
Street Address:	101 BARBARA STROZZILAAN	
Internal Address:	12TH FLOOR	
City:	AMSTERDAM	
State/Country:	NETHERLANDS	
Postal Code:	1083 HN	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	29469658
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:	MN_IPMail@dykema.com	
Correspondent Name:	REED HEIMBECHER / DYKEMA GOSSETT PLLC	
Address Line 1:	90 SOUTH SEVENTH STREET	
Address Line 2:	4000 WELLS FARGO CENTER	
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402	
ATTORNEY DOCKET NUMBER:	065887-000236	
NAME OF SUBMITTER:	ADAM D. MALMUT	
SIGNATURE:	/Adam Malmut/	
DATE SIGNED:	05/24/2016	
Total Attachments: 45		
source=Assignment_LOEC_to_Fontem4#page1.tif		
source=Assignment_LOEC_to_Fontem4#page2.tif		
source=Assignment_LOEC_to_Fontem4#page3.tif		
source=Assignment_LOEC_to_Fontem4#page4.tif		
source=Assignment_LOEC_to_Fontem4#page5.tif		

source=Assignment_LOEC_to_Fontem4#page6.tif
source=Assignment_LOEC_to_Fontem4#page7.tif
source=Assignment_LOEC_to_Fontem4#page8.tif
source=Assignment_LOEC_to_Fontem4#page9.tif
source=Assignment_LOEC_to_Fontem4#page10.tif
source=Assignment_LOEC_to_Fontem4#page11.tif
source=Assignment_LOEC_to_Fontem4#page12.tif
source=Assignment_LOEC_to_Fontem4#page13.tif
source=Assignment_LOEC_to_Fontem4#page14.tif
source=Assignment_LOEC_to_Fontem4#page15.tif
source=Assignment_LOEC_to_Fontem4#page16.tif
source=Assignment_LOEC_to_Fontem4#page17.tif
source=Assignment_LOEC_to_Fontem4#page18.tif
source=Assignment_LOEC_to_Fontem4#page19.tif
source=Assignment_LOEC_to_Fontem4#page20.tif
source=Assignment_LOEC_to_Fontem4#page21.tif
source=Assignment_LOEC_to_Fontem4#page22.tif
source=Assignment_LOEC_to_Fontem4#page23.tif
source=Assignment_LOEC_to_Fontem4#page24.tif
source=Assignment_LOEC_to_Fontem4#page25.tif
source=Assignment_LOEC_to_Fontem4#page26.tif
source=Assignment_LOEC_to_Fontem4#page27.tif
source=Assignment_LOEC_to_Fontem4#page28.tif
source=Assignment_LOEC_to_Fontem4#page29.tif
source=Assignment_LOEC_to_Fontem4#page30.tif
source=Assignment_LOEC_to_Fontem4#page31.tif
source=Assignment_LOEC_to_Fontem4#page32.tif
source=Assignment_LOEC_to_Fontem4#page33.tif
source=Assignment_LOEC_to_Fontem4#page34.tif
source=Assignment_LOEC_to_Fontem4#page35.tif
source=Assignment_LOEC_to_Fontem4#page36.tif
source=Assignment_LOEC_to_Fontem4#page37.tif
source=Assignment_LOEC_to_Fontem4#page38.tif
source=Assignment_LOEC_to_Fontem4#page39.tif
source=Assignment_LOEC_to_Fontem4#page40.tif
source=Assignment_LOEC_to_Fontem4#page41.tif
source=Assignment_LOEC_to_Fontem4#page42.tif
source=Assignment_LOEC_to_Fontem4#page43.tif
source=Assignment_LOEC_to_Fontem4#page44.tif
source=Assignment_LOEC_to_Fontem4#page45.tif

EXECUTION VERSION

**INTELLECTUAL PROPERTY ASSIGNMENT
(BLU BRAND)**

DATED June 12, 2015

The LORILLARD ASSET OWNERS

and

FONTEM HOLDINGS 4 B.V.

THIS ASSIGNMENT is dated June 12, 2015

BETWEEN:

- (1) The **LORILLARD ASSET OWNERS** listed in Schedule 1 hereto (each of such Lorillard Asset Owners an **Assignor** and collectively **Assignors**); and
- (2) **FONTEM HOLDINGS 4 B.V.**, a Dutch Corporation (**Assignee**).

BACKGROUND

- (A) One or more Assignors is the proprietor of each of the Transferred IP Assets.
- (B) As part of an agreement dated July 15, 2014, between, among others, Reynolds American Inc. (**RAI**) and an Affiliate of Assignee (the **Sale Agreement**) RAI agreed to transfer or cause to be transferred all of Assignors' right, title and interest in and to the Transferred IP Assets to Assignee.
- (C) The parties now wish to give full effect to such transfer by entering into this assignment.

NOW, THEREFORE, in consideration for the premises and mutual covenants, representations, warranties and agreements hereinafter set forth, Assignors and Assignee hereby agree as follows:

1. INTERPRETATION

1.1 In this assignment:

Affiliate means, with respect to any specified person, any other person that, at the time of determination, directly or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with such specified person. Notwithstanding anything herein to the contrary, none of BAT or any of its Affiliates or Subsidiaries will be considered an Affiliate of RAI or any of its Subsidiaries, and neither RAI nor any of its Subsidiaries will be considered an Affiliate of any of the foregoing;

Assigned Rights means:

- (a) the Intellectual Property listed in Schedule 2; and

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Intellectual Property means all of the following whether arising under the Laws of the United States or of any other jurisdiction: (a) patents, patent applications (including patents issued thereon), patentable inventions, design patents and industrial designs, and statutory invention registrations, including reissues, divisions, continuations, continuations in part, extensions and reexaminations thereof, all rights therein provided by international treaties or conventions, (b) registered and

unregistered trademarks, service marks, trade names, service names, trade dress, logos, slogans, domain names, and designs and other identifiers of same, including all goodwill associated therewith, and any and all common law rights, and registrations and applications for registration thereof, all rights therein provided by international treaties or conventions, and all reissues, extensions and renewals of any of the foregoing (**Trademarks**), (c) registered and material unregistered copyrights and copyright applications, copyrightable works, copyrights, moral rights, mask work rights, database rights and design rights, in each case, whether or not registered, and registrations and applications for registration thereof, and all rights therein provided by international treaties or conventions, and (d) confidential and proprietary information (including trade secrets, processes, know-how, ideas, discoveries, creations, inventions and improvements (whether patentable or unpatentable and whether or not reduced to practice), research and development, formulas, algorithms, recipes for product, compositions, manufacturing and production processes and techniques, methods, procedures, schematics, technology, technical data, designs, drawings, flowcharts, block diagrams, specifications, customer and supplier lists, pricing and cost information and business and marketing plans and proposals), but excluding Software and all copyrights and other rights therein;

Lorillard Asset Owners means those entities listed in Schedule 1 as Lorillard Asset Owners;

[REDACTED]

[REDACTED]

- 1.2 Capitalized terms not defined in this assignment have the meaning given to them in the Sale Agreement.

2. **ASSIGNMENT AND TRANSFER**

- 2.1 Pursuant to the terms of the Sale Agreement, as of the date hereof, each Assignor hereby assigns, transfers and conveys to Assignee all of such Assignor's right, title and interest in and to the following (**Transferred IP Assets**):

- (a) the Assigned Rights;

[REDACTED]

[REDACTED]

- 2.2 This assignment includes all rights and benefits relating to the Assigned Rights including (without limitation) the right of Assignee to bring action and claim relief in respect of any infringement or unauthorized use of the Assigned Rights whether occurring before, on, or after the date of this assignment.

[REDACTED]

- 2.4 This assignment is without prejudice to Sections 2.02 and 6.12 of the Sale Agreement.

2.5 At the request of Assignee, Assignors agree to sign any documents and to do all other things reasonably necessary to give effect to this assignment as soon as reasonably practicable including to enable Assignee to fulfill all relevant national registry requirements for the recordal of the assignment of the Assigned Rights at those registries.

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

2.7 Assignors authorize and request the Commissioner of Patents and Trademarks of the United States, and the equivalent governmental authorities in any other jurisdiction applicable to the Assigned Rights to record this assignment.

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

7. **NOTICES**

All notices, requests, claims, demands and other communications under this assignment shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by facsimile with receipt confirmed (followed by delivery of an original via overnight courier service) or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 7):

[REDACTED]

[REDACTED]

[REDACTED]

if to Assignee:

Fontem Ventures B.V.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[illegible]

[REDACTED]

■

[REDACTED]

[REDACTED]

■

[REDACTED]

[REDACTED]

[Signature Page Follows]

This assignment has been signed on behalf of the parties by their duly authorized representatives on the date which appears first on page 1.

SIGNED by [*Barbara J. Aldridge, VP*])
for **LORILLARD HOLDINGS**) *Barbara J. Aldridge*
COMPANY, INC.)

SIGNED by [*McDara P. Folan, III, President*])
for **LOEC, INC. d/b/a blue CIGS,**) *McDara P. Folan*
INC.)

SIGNED by [*McDara P. Folan, III, President*])
for **LORILLARD Q-TECH, INC.**) *McDara P. Folan*

SIGNED by [*McDara P. Folan, III, President*])
for **LORILLARD**) *McDara P. Folan*
TECHNOLOGIES, INC.)

SIGNED by [*McDara P. Folan, III, President*])
for **CYGNET VENTURE**) *McDara P. Folan*
HOLDINGS LIMITED)

SIGNED by [*McDara P. Folan, III, President*])
for **CYGNET UK TRADING**) *McDara P. Folan*
LIMITED, ta SKYCIG)

SIGNED by [*Barbara J. Aldridge, VP*])
for **ONE PARK MEDIA SERVICES,**) *Barbara J. Aldridge*
INC.)

SIGNED by [])
for **FONTM HOLDINGS 4 B.V.**)

This assignment has been signed on behalf of the parties by their duly authorized representatives on the date which appears first on page 1.

SIGNED by [])
for **LORILLARD HOLDINGS**)
COMPANY, INC.)

SIGNED by [])
for **LOEC, INC. d/b/a blue CIGS,**)
INC.)

SIGNED by [])
for **LORILLARD Q-TECH, INC.**)

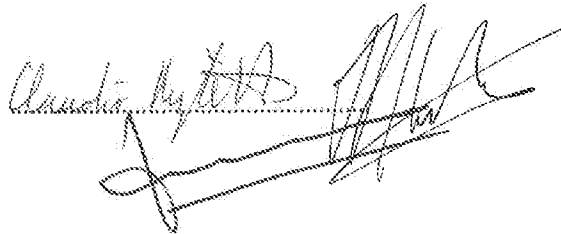
SIGNED by [])
for **LORILLARD**)
TECHNOLOGIES, INC.)

SIGNED by [])
for **CYGNET VENTURE**)
HOLDINGS LIMITED)

SIGNED by [])
for **CYGNET UK TRADING**)
LIMITED, (a SKYCIG)

SIGNED by [])
for **ONE PARK MEDIA SERVICES,**)
INC.)

SIGNED by [])
for **FONTEM HOLDINGS 4 B.V.**)



SCHEDULE 1

Lorillard Asset Owners

[REDACTED]

LOEC, Inc. dba blue Cigs, Inc.

[REDACTED]

SCHEDULE 2

(a) Patents.

[illegible]

Title	Country	App. No.	Filing Date	Patent No.	Issue Date	Owner	Status
Ashless Tray	US	29/469,658	10/11/2013			LOEC	Pending

Title	Country	App. No.	Filing Date	Patent No.	Issue Date	Owner	Status

Title	Country	App. No.	Filing Date	Patent No.	Issue Date	Owner	Status

