

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4133843

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PERCY D. PHILLIPS	11/04/2016
JAMES WILLIAM ROGERS	10/20/2016
LISA E. BROWN	10/13/2016
JAMES DEMOPOULOS	10/10/2016
MICHAEL F. DAVIS	10/13/2016
NOAH MARK MINSKOFF	09/29/2016
RECEIVING PARTY DATA	
Name:	RAI STRATEGIC HOLDINGS, INC.
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:	15274073
CORRESPONDENCE DATA	
Fax Number:	(919)755-2150
<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>	
Phone:	919-755-2100
Email:	dgravius@wcsr.com
Correspondent Name:	RYAN W. CAGLE
Address Line 1:	555 FAYETTEVILLE STREET
Address Line 2:	WOMBLE CARLYLE SANDRIDGE & RICE, LLP
Address Line 4:	RALEIGH, NORTH CAROLINA 27601
ATTORNEY DOCKET NUMBER:	R60999 11540US.1 (1083.4)
NAME OF SUBMITTER:	RYAN W. CAGLE
SIGNATURE:	/ryan w. cagle/
DATE SIGNED:	11/08/2016
This document serves as an Oath/Declaration (37 CFR 1.63).	

PATENT

Total Attachments: 8

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**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 "**AN AEROSOL DELIVERY DEVICE WITH REPLACEABLE WICK AND HEATER ASSEMBLY**" and designated as

- Application No. 15/274,073; filed September 23, 2016
- Application claims priority from Application No. 15/274,073, filed September 23, 2016, all applications listed above being hereinafter referred to as the "Application(s)";

WHEREAS, it is agreed that

RAI Strategic Holdings, Inc.
401 North Main Street
Winston-Salem, NC 27101-3804

(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; (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.

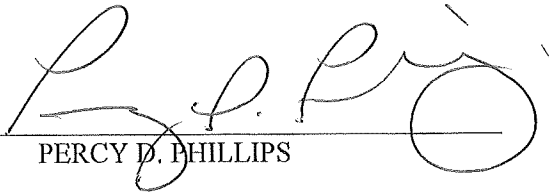
AND, for the same consideration, Assignor agrees to (i) communicate to Assignee, its successors, legal representatives, and assigns, any facts known to Assignor respecting said inventions and improvements or the history thereof and any and all documents, photographs, models, samples or other physical 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 September 23, 2016 the earliest priority date of the Application(s).

U.S. DECLARATION: 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.

11-04-2016
Date


PERCY D. PHILLIPS

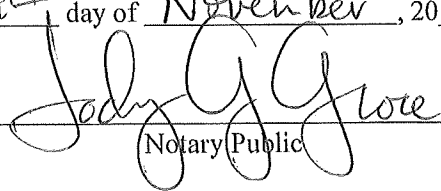
State of North Carolina)

County of Stokes)

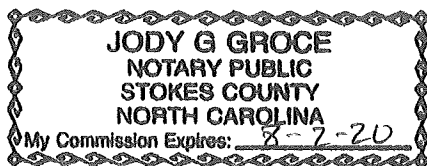
I, Jody G Groce, a Notary Public for said County and State, do hereby certify that PERCY D. PHILLIPS personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 4th day of November, 2016

(Official Seal)


Notary Public

My commission expires 8-2-20



10-20-2016
Date

James William Rogers
JAMES WILLIAM ROGERS

State of North Carolina

County of Forsyth

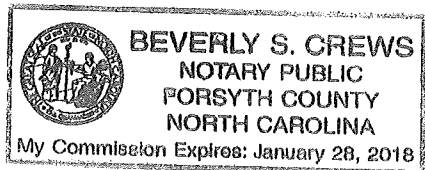
I, Beverly S Crews, a Notary Public for said County and State, do hereby certify that JAMES WILLIAM ROGERS personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 20 day of October, 2016.

(Official Seal)

Beverly S Crews
Notary Public

My commission expires 1/28/2018



Date 10/13/2016

Lisa E. Brown
LISA E. BROWN

State of North Carolina

County of Forsyth

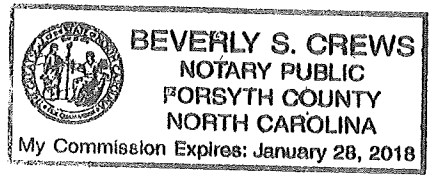
I, Beverly S. Crews, a Notary Public for said County and State, do hereby certify that LISA E. BROWN personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 13 day of October, 2016.

(Official Seal)

Beverly S. Crews
Notary Public

My commission expires 1/28/2018



10/10/2016
Date

[Signature]
JAMES DEMOPOULOS

State of North Carolina)

County of Forsyth)

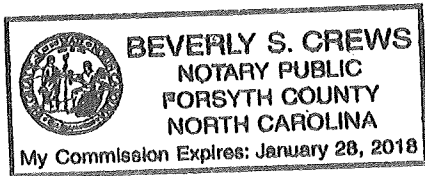
I, Beverly S Crews, a Notary Public for said County and State, do hereby certify that JAMES DEMOPOULOS personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 10 day of October, 2016

(Official Seal)

[Signature]
Notary Public

My commission expires 1/28/2018



10/13/2016
Date

Michael F. Davis
MICHAEL F. DAVIS

State of North Carolina

County of Forsyth

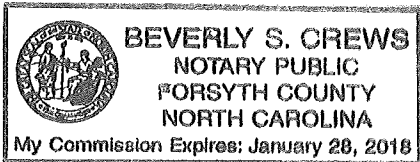
I, Beverly S. Crews, a Notary Public for said County and State, do hereby certify that MICHAEL F. DAVIS personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 13 day of October, 2016.

(Official Seal)

Beverly S. Crews
Notary Public

My commission expires 1/28/2018



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

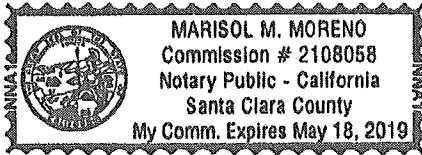
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Santa Clara)
On Sept. 29, 2016 before me, Marisol M. Moreno, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Noah Mark Mins Koff
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Document Date:

Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

Corporate Officer - Title(s):

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other:

Signer Is Representing:

Signer's Name:

Corporate Officer - Title(s):

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other:

Signer Is Representing: