

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4321862

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	SMART CHIP MICROELECTRONIC COMPANY LIMITED	02/28/2017
RECEIVING PARTY DATA		
Name:	ALTRIA CLIENT SERVICES LLC	
Street Address:	6601 WEST BROAD STREET	
City:	RICHMOND	
State/Country:	VIRGINIA	
Postal Code:	23230	
PROPERTY NUMBERS Total: 4		
Property Type	Number	
Application Number:	13131705	
Application Number:	14793453	
Application Number:	14433556	
Application Number:	14907837	
CORRESPONDENCE DATA		
Fax Number:	(703)668-8200	
<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>		
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Correspondent Name:	HARNES, DICKEY & PIERCE, P.L.C.	
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NAME OF SUBMITTER:	ANDREW M. WAXMAN, REG. NO. 56,007	
SIGNATURE:	/Andrew M. Waxman/	
DATE SIGNED:	03/16/2017	
Total Attachments: 9		
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APPENDIX A
INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment ("*IP Assignment*") is made as of February 28, 2017 by and between Smart Chip Microelectronic Company Limited, a private company limited by shares and incorporated in Hong Kong with registered number 1741634, having offices at Unit A, 14/F, Hua Chiao Commercial Centre, 678 Nathan Road, Mongkok, Kowloon, Hong Kong ("*Assignor*") and Altria Client Services LLC, a Virginia limited liability company having offices at 6601 West Broad Street, Richmond, Virginia, 23230 United States of America ("*Assignee*").

WHEREAS, Assignor owns all right, title and interest in and to the Purchased IP (defined below); and

WHEREAS, Assignee is desirous of acquiring Assignor's entire right, title and interest in and to the Purchased IP.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows.

1. **Definitions.** Capitalized terms used in this IP Assignment shall have the meanings ascribed to them in the body of this IP Assignment or as set forth below in this Section 1. Capitalized terms used in this IP Assignment but not defined in this IP Assignment shall have the meanings ascribed to them in the IP Purchase Agreement.

"Intellectual Property" or **"IP"** means all intellectual property rights of any kind, worldwide, including without limitation, Patents, registered and unregistered trademarks, trade names, brand names, service marks, trade dress, logos, domain names, social media user names, and other source identifiers, and all applications and registrations for the foregoing, and all goodwill associated with the foregoing; published and unpublished works of authorship, registered and unregistered copyrights, and all registrations and applications for the foregoing; software, technology, and documentation; and Technical Information, in whatever form.

"IP Purchase Agreement" means the IP Purchase Agreement executed concurrently herewith between Assignee and Assignor.

"Patents" means all patents and similar rights throughout the world (including utility patents, design patents, improvement patents, patents and certificates of addition, and utility models, as well as divisions, reissues, reexaminations, continuations, continuations-in-part, post grant reviews, inter partes reviews, renewals and extensions of any of the foregoing) and applications therefore, and patents which may be issued on such applications.

"Purchased IP" means (a) the Smart Chip Patents, (b) the other IP identified in Schedule 1 attached hereto, including unfiled inventions, schematic designs, and physical layouts of circuits, (c) the other IP identified in the Proposal (defined in the IP Purchase Agreement), and (d) all rights to sue for past, present, and future infringement and misappropriation, including the right to collect and receive any damages, royalties, or settlements for such infringements and/or

misappropriations, all rights to sue for injunctive or other equitable relief, and any and all causes of action relating to any of the Purchased IP. The Purchased IP includes, but is not limited to, the items listed on Schedule 1 attached hereto.

"Smart Chip Patents" means (a) the Patents listed Schedule 1, (b) any other Patents, worldwide, owned by Smart Chip on or prior to the Effective Date, (c) any Patents, worldwide, that claim priority, directly or indirectly, to any of the foregoing Patents, and (d) any Patents, worldwide, to which any of the foregoing Patents claims priority, directly or indirectly.

"Technical Information" means know-how, trade secrets, confidential and proprietary information, technical information, ideas, inventions, discoveries, designs, drawings, specifications, data, flow charts, software, applications, documentation, plans, improvements, and related information, recorded in any form.

2. **Assignment of Purchased IP.** Assignor does hereby sell, assign, transfer and set over to Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the Purchased IP.

3. **Additional Representations and Covenants of Assignor.**

(a) Assignor hereby covenants that it has the full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict with this IP Assignment.

(b) Assignor hereby agrees to execute without further consideration any further documents and instruments which may be necessary, lawful and proper to secure to Assignee its exclusive interest and title in the aforementioned Purchased IP.

(c) Assignor hereby agrees to execute without further consideration any further documents and instruments which may be necessary, lawful and proper in the prosecution of the Purchased IP or in the preparation or prosecution of any continuation, divisional, continuation-in-part, substitute, renewal, reexamination, post grant review, inter partes review, or reissue applications or in any amendments, extensions, or interference proceedings, or other applications for patents of any region or country, worldwide, or that may be necessary to prosecute, protect, record, perfect and/or maintain the Purchased IP.

(d) Assignor hereby further covenants and agrees that it will communicate to Assignee any and all facts known to it respecting said Purchased IP, and testify in any legal proceeding, sign all lawful papers, execute and deliver all papers and take an actions that may be necessary or desirable to perfect the title to any of the Purchased IP.

(e) Assignor hereby further covenants and agrees not to challenge the validity or ownership of, or assist anyone else challenging the validity or ownership of, any of the Purchased IP or any patent or application claiming priority to the Purchased IP, whether in the courts or before a government agency, including reexaminations, inter partes reviews, post grant reviews, covered business method reviews, derivation proceedings, or any other proceeding

where the validity or scope or ownership of the Purchased IP, or any patent or application claiming priority to the Purchased IP, is at issue.

(f) Assignor does hereby authorize and request the Director of the United States Patent and Trademark Office and directors of equivalent non-USA intellectual property offices, to issue any and all letters patent or similar rights which may be granted upon said Purchased IP, or any parts thereof, when granted, to said Assignee.

4. **Execution of IP Assignment.**

(a) This IP Assignment is signed in counterpart copies, each copy having the same legally binding effect. Assignor and Assignee will each keep one copy respectively and the remaining copies will be submitted to the relevant competent government departments.

(b) This Agreement will become effective upon the execution by Assignor and Assignee.

(The remainder of this page is intentionally left blank.)

(This is the Smart Chip Signature Page to the Smart Chip – ALCS IP Assignment)

IN TESTIMONY WHEREOF, I hereunto set my hand this ____ day of _____, 20__.

Smart Chip Microelectronic Company Limited (Assignor)

Smart Chip Microelectronic Co., Limited
香港微電子有限公司

By: _____

Name: Yiu Pui Stanley _____
Authorized Signature(s)

Title: DIRECTOR

County of _____)
State of _____) ss:

On this _____ day of _____, 20__, before me, a Notary Public in and for the County and State aforesaid, personally appeared _____, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and acknowledged the same to be of his free act and deed.

(SEAL)

Notary Public

My Commission Expires _____

(This is the ALCS Signature Page to the Smart Chip – ALCS IP Assignment)

IN TESTIMONY WHEREOF, I hereunto set my hand this ____ day of _____, 20__.

Altria Client Services LLC (Assignee)

By: Maude R. Crease

Name: MARK R. Cruise

Title: VP

County of _____)
) ss:
 State of _____)

On this _____ day of _____, 20____, before me, a Notary Public in and for the County and State aforesaid, personally appeared _____, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and acknowledged the same to be of his free act and deed.

(SEAL)

Notary Public

My Commission Expires _____

**SCHEDULE 1
PURCHASED IP**

1. Smart Chip Patents

(a) Electronic Cigarette – Main (Patent Family A)

Country	Patent No. Pub. No. App. No.	Issue Date Pub Date Filing Date	Title
China	200920179316 (App)	2009-09-18	Electronic Cigarette
WIPO (PCT)	WO2011/033396 (Pub) PCT/IB2010/052949 (App)	2011-03-24 2010-06-29	Electronic Cigarette
China	102227175 (Pub) 201080003430 (App)	2011-10-26 2010-06-29	Electronic Smoke
China	102631028 (Pub) 201210118301 (App)	2012-08-15 2010-06-29	Electronic Cigarette
China	102631029 (Pub) 201210118451 (App)	2012-08-15 2010-06-29	Electronic Cigarette
US	9,072,321 (Patent) 2012/0186594 (Pub) 13/131,705 (App)	2015-07-07 2012-07-26 2010-06-29	Electronic Smoke
US	2015/0305410 (Pub) 14/793,453 (App) (CIP of 9,072,321)	2015-10-29 2015-07-07	Electronic Smoke Apparatus
Japan	5,639,176 (Pat) 2013526834 (Pub)	2014-12-10 2013-06-27	Electronic Smoke
Europe	2477514 (Pub) 10816778 (App)	2016-09-21 2010-06-29	Electronic Cigarette

(b) Electronic Cigarettes – Active Power (Patent Family B)

Country	Patent No Pub. No. App. No.	Issue Date Pub Date Filing Date	Title
Hong Kong	12109815 (App)	2012-10-05	
WIPO (PCT)	WO2014/054035 (Pub) PCT/IB2013/059166 (App)	2014-04-10 2013-10-07	Electronic Smoke Apparatus
US	2015/0313284 (Pub) 14/433,556 (App)	2015-11-05 2015-04-03	Electronic Smoke Apparatus
Europe	2903466 (Pub) 20130844300 (App)	2015-08-12 2013-10-07	Electronic Smoke Apparatus
China	103404969 (Pub) 201310301523 (App)	2013-11-27 2013-07-17	Electronic Cigarette Device
China	104736005 (Pub) 201380052134 (App)	2015-06-24 2013-10-07	Electronic Smoke Apparatus
India	813/KOLNP/2015		

(c) Electronic Cigarettes Cartomizer – Liquid Detector (Patent Family C)

Country	Patent No Pub. No. App. No.	Issue Date Pub Date Filing Date	Title
Hong Kong	13108916 (App)	2013-07-30	
WIPO (PCT)	WO2015/015431 (Pub) PCT/IB2014/063541 (App)	2015-02-05 2014-07-30	Electronic Smoking Apparatus and Flavoured Vapour Generating Apparatus
US	2016/0157523 (Pub) 14/907,837 (App)	2016-06-09 2014-07-30	Electronic Smoking Apparatus and Flavoured Vapour Generating Apparatus
Europe	3027072 (Pub) 14831487 (App)	2016-06-08 2014-07-30	Electronic Smoking Apparatus and Flavoured Vapour Generating Apparatus
China	105451582 (Pub) 201480042294 (App)	2016-03-30 2014-07-30	Electronic Smoking Apparatus and Flavoured Vapour Generating Apparatus
Taiwan	201509316 (Pub) 20140126090 (App) 103126090 (App)	2015-03-16 2014-07-30	Electronic Smoking Apparatus and Flavoured Vapour Generating Apparatus
Japan	2016525367 (Pub) 20160530652 (App)	2016-08-25 2014-07-30	Electronic Smoking Apparatus and Flavoured Vapour Generating Apparatus

2. Other Smart Chip Intellectual Property - Technical Information and other IP (most not yet filed as patent applications)

Title	Smart Chip -- MiniLogic Agreement	IP
Airflow Sensor and Adaptive Power Control (filed as US2015/0313284 -- Patent Family B above)	MiniLogic-Smart Chip Development Agreement dated 2012-08-01 for Active Power Control Circuit	IP developed under Development Agreement, including but not limited to specifications for: XM7720 Electronic Cigar Integrated Circuit (IC)
Adaptive Battery Power Control	MiniLogic-Smart Chip Development Agreement dated 2015-10-05 for Electronic Cigar IC with One-Wire Interface	IP developed under Development Agreement, including but not limited to specifications for: XM7820 Electronic Cigar IC
Puff Counter Device	MiniLogic-Smart Chip Development Agreement dated 2015-10-05 for Cartomizer IC with One-Wire Interface	IP developed under Development Agreement, including but not limited to specifications for: XM7830 Cartomizer IC
Temperature Sensing/Protection	MiniLogic-Smart Chip Development Agreement dated 2015-10-05 for Electronic Cigarette IC with Cartomizer Temperature Detection	IP developed under Development Agreement, including but not limited to specifications for: XM7850 Electronic Cigarette IC
		Other IP identified in Smart Chip Proposal (Appendix B)

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