

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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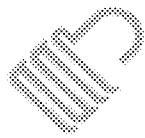
EPAS ID: PAT6412796

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JANTY TECHNOLOGY GROUP LIMITED	06/25/2020
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: 1	
Property Type	Number
Application Number:	16911951
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:	dcmalroom@hdp.com
Correspondent Name:	HARNESS DICKEY & PIERCE, P.L.C.
Address Line 1:	11730 PLAZA AMERICA DR., SUITE 600
Address Line 4:	RESTON, VIRGINIA 20190
ATTORNEY DOCKET NUMBER:	24000-000551-US
NAME OF SUBMITTER:	MICHAEL D. GAMBLE
SIGNATURE:	/Michael D. Gamble/
DATE SIGNED:	11/20/2020
Total Attachments: 10	
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STRICTLY CONFIDENTIAL

Memorandum for: **Michael D. Gamble**
Patent Attorney, Principal
Harness, Dickey & Pierce, P.L.C.
11730 Plaza America Dr, Suite 600, Reston, VA 20190

From: **Regina Reyes Rara**
MarksPro Philippines/Law Firm of Reyes Rara & Associates

Re: **Ownership of Invention By Virtue of Contract**

Date: **30 March 2020**

X-----X

Facts:

- 1) On 12 October 2015, A Master Development Services Agreement (“Master Agreement”) was executed among Altria Client Services LLC (“ALCS”) and Janty Technology Group Limited (“Janty HK”) and other entities (Janty HK and the other entities together being “Supplier”) for the provision of certain consulting, product development, prototyping, testing and manufacturing services relating to electronic cigarettes and other e-vapor products, accessories, and related intellectual property services.
- 2) The Master Agreement provides the following, among others:
 - (a) Janty HK will establish a branch office in the Philippines that will execute a joinder satisfactory to ALCS and become a party to the Master Agreement. (Recital E);
 - (b) The initial term of the Master Agreement ends on 12 October 2018 unless ALCS notifies Supplier that it intends to renew for a term of 12 months, renewable for terms of 12 months each provided that the total term shall not exceed 5 years. (Sec. 1.1);
 - (c) Supplier represents and warrants that (a) Supplier has or will have all rights necessary to convey the interests in and grant the licenses to all Intellectual Property rights conveyed or granted by it under the Agreement, and (b) all Deliverables provided under the Agreement and Supplier’s contributions to any Inventions shall be the original work of Supplier and its personnel and subcontractors. (Sec. 8.2)
 - (d) All Intellectual Property rights in all Inventions, whether created by Supplier, or its employees and subcontractors under a work-for-hire arrangement, shall belong exclusively to ALCS upon creation, Supplier hereby assigns all of its right, title and interest in and to such Inventions to ALCS, and Supplier shall promptly communicate in writing full information regarding all Inventions to ALCS. (Sec. 8.4)
- 3) On 29 October 2015, Janty Technology Group Limited Philippines Branch (“Janty Phil”) was granted a license to transact business in the Philippines.

4) On 17 September 2018, an E-Vapor Device (ALCS Disclosure reference D3746, herein the "Invention") was created by Janty Phil employees, Jose Jesus Paolo Montalvan and John Paul Muring, together with two ALCS employees. It is assumed that the Master Agreement was valid and subsisting at the time of creation of the Invention.

5) Under Philippine laws and by virtue of the respective Contracts of Employment between Janty Phil and Jose Jesus Paolo Montalvan and John Paul Muring, all inventions created by the latter in the course of their employment are owned by Janty HK, as head office of Janty Phil.

6) Upon creation of the Invention on 17 September 2018, Janty HK automatically owned the interest of Jose Jesus Paolo Montalvan and John Paul Muring in the Invention. Thus, the entire ownership interest of Jose Jesus Paolo Montalvan and John Paul Muring in the Invention was automatically and completely transferred to Janty HK upon the creation of the Invention on 17 September 2018.

Issue: Whether or not the entire ownership interest of Janty HK in the Invention was automatically and completely transferred to ALCS upon the creation of the Invention on 17 September 2018 by virtue of the Master Agreement.

Discussion:

Janty HK automatically owned the interest of Jose Jesus Paolo Montalvan and John Paul Muring in the Invention upon its creation on 17 September 2018. However, Section 8.4 of the Master Agreement expressly provides that ALCS shall own all intellectual property rights in all inventions of Janty HK upon creation, and that Janty HK assigns all of its right, title and interest in and to such Inventions to ALCS. It states:

(c) All Intellectual Property rights in all Inventions, whether created by Supplier, or its employees and subcontractors under a work-for-hire arrangement, shall belong exclusively to ALCS upon creation, Supplier hereby assigns all of its right, title and interest in and to such Inventions to ALCS, and Supplier shall promptly communicate in writing full information regarding all Inventions to ALCS.

Thus, based on the foregoing, it is clear that the ownership rights of Janty HK over the Invention automatically transferred to ALCS upon creation of the Invention on 17 September 2018.

Conclusion:

While the entire ownership interest of Jose Jesus Paolo Montalvan and John Paul Muring in the Invention was automatically and completely transferred to Janty HK upon the creation of the Invention on 17 September 2018 by virtue of Janty HK's employment of Jose Jesus Paolo Montalvan and John Paul Muring, Janty HK's entire ownership interest in the Invention was automatically and completely transferred to ALCS upon creation of the Invention on 17 September 2018 by virtue of the Master Agreement which vested exclusive ownership of all Janty HK inventions in ALCS upon creation.



Regina Reyes-Rara

MASTER DEVELOPMENT SERVICES AGREEMENT

This Master Development Services Agreement ("Master Agreement"), effective as of October 12, 2015 ("Effective Date"), is by and among Altria Client Services LLC, a Virginia limited liability company with offices at 6601 West Broad Street, Richmond, VA 23230 ("ALCS"), and Magnus 360 Inc., a Philippine corporation with its principal office at Precision Microcircuits, Inc., Mactan Export Zone 1, Lapu Lapu City, Cebu, Philippines ("Magnus 360"), Janty Technology Group Limited, a private company limited by shares organized under the laws of Hong Kong solely for purposes of the Reorganization defined below ("Janty HK"), Ludovicus Josephine Felicien Timmermans, the Chief Executive Officer and majority shareholder of Magnus 360, and Jeroen Kok, the Managing Director and a shareholder of Janty HK (together with Magnus 360, Janty HK and Mr. Timmermans, "Supplier"). The Master Agreement and each Project Agreement (defined in Section 2.1) and Order (defined in Section 3.11.2) may be referred to together as the "Agreement."

RECITALS:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

E. As a part of the Reorganization, Janty HK will establish a branch office in the Philippines. Upon the branch office's due formation, organization and establishment in the Philippines, and its receipt of all necessary authorizations from the Philippine Economic Zone Authority, the branch office will execute a joinder in form and substance satisfactory to ALCS and become a party to the Master Agreement.

[REDACTED]

AGREEMENT:

1. Term and Termination

1.1. Term. The initial term of this Master Agreement begins on the Effective Date, and unless terminated, cancelled or renewed, ends at 11:59 p.m., Eastern Time, on October 12, 2018. The term of any Project Agreement is as stated in the Project Agreement, but in any event will not exceed five years. A "contract year" is each twelve month period during the term beginning on the Effective Date and each anniversary of the Effective Date.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

8.2. Original Work. Except to the extent expressly agreed otherwise in writing, Supplier represents and warrants that (a) Supplier has or will have all rights necessary to convey the interests in and grant the licenses to all Intellectual Property rights conveyed or granted by it under the Agreement, (b) all Deliverables provided under the Agreement and Supplier's contributions to any Inventions shall be the original work of Supplier and its personnel and subcontractors, and (c) Supplier has implemented, and conducts its business in accordance with, robust confidential information and Intellectual Property policies consistent with this Agreement, the Confidentiality Agreement and the IT Security Requirements. Supplier agrees that it shall not disclose to ALCS or any Affiliate of ALCS or induce ALCS or any Affiliate of ALCS to use any confidential, proprietary or trade secret information of any third party.

[REDACTED]

[REDACTED]

8.4. Ownership of Inventions. Except to the extent expressly agreed otherwise by the parties in writing, all Intellectual Property rights in all Inventions, whether created by Supplier, or its employees and subcontractors under a work-for-hire arrangement, shall belong exclusively to ALCS upon creation, Supplier hereby assigns all of its right, title and interest in and to such Inventions to ALCS, and Supplier shall promptly communicate in writing full information regarding all Inventions to ALCS. Except to the extent expressly agreed otherwise in writing, ALCS shall have the exclusive right to develop, manufacture and commercialize products and to practice and have practiced any methods and processes incorporating Inventions. Supplier shall, and shall cause its personnel to, upon request and at the expense of ALCS, (a) execute any United States or foreign Patent application or applications and make such assignments thereof to ALCS as may be necessary for ALCS to obtain a Patent or Patents therefor, (b) execute all other documents and take all other reasonable actions requested by ALCS to further the procuring of such Patent or Patents and assignment thereof to ALCS including without limitation, assignment(s) of the right to claim priority, and (c) execute any document necessary to evidence the consent of such personnel to the assignment to ALCS of such Intellectual Property. Supplier agrees that it shall not claim that any Invention constitutes or contains Confidential Information of Supplier, that any such Invention constitutes Supplier's Intellectual Property, or that Supplier otherwise has rights in or to any Invention. Supplier may not, without the prior written consent of ALCS, use or incorporate any such Invention in any other product developed, marketed or sold by Supplier.

[REDACTED]

8.6. Assignment of Rights; Further Assurances. To the extent, if any, that Supplier or its personnel have rights in any Intellectual Property to be owned by ALCS pursuant to the Agreement, Supplier hereby irrevocably assigns to ALCS all of its right, title and interest in such Intellectual Property, and agrees that ALCS shall be the sole and exclusive owner of all right, title and interest in such Intellectual Property that may be secured in any place under laws now or hereafter in effect. Upon the request of ALCS, Supplier shall sign and deliver (and shall cause its personnel to sign and deliver) any assignments or other necessary documents and otherwise assist ALCS to obtain, maintain, perfect or enforce any of its rights hereunder. Supplier shall bear any and all taxes associated with any assignment of rights pursuant to this Section. For the avoidance of doubt, this Section does not require Supplier to assign to ALCS any of its ownership rights in Supplier's Background IP, which shall be retained by Supplier as provided in Section 8.3, above.

[REDACTED]

17.3. Governing Law: Disputes. The Agreement will be governed by and construed under the laws of the Republic of the Philippines, without regard to its conflicts of law rules that would require the application of the laws of any other jurisdiction. All disputes arising out of or relating to the Agreement ("Disputes") shall be escalated by written notice to the Vice President – Applied Technology of ALCS and to Mr. Timmermans, who shall meet promptly to discuss resolution of the Dispute. If any Dispute remains unresolved on the 21st day after receipt of the initial notice delivered pursuant to the preceding sentence, then either party may pursue all remedies it may have under the Agreement, at law or in equity. Notwithstanding the foregoing, either party may resort to court action for injunctive relief at any time if, in such party's good faith belief, the Dispute resolution procedures specified above would permit or cause irreparable injury to such party, or any third party claiming against such party, due to delay arising out of the Dispute resolution procedures. Unresolved disputes with respect to matters arising under or relating to the Master Agreement or any Project Agreement or Order and any matter involving Intellectual Property rights created under the laws of the Republic of the Philippines will be resolved by litigation in the courts of the Republic of the Philippines. Unresolved disputes with respect to all other matters will be resolved pursuant to binding arbitration conducted under the rules of the International Chamber of Commerce in New York, New York, provided, that the parties may seek injunctive relief with respect to any such other matter at any time from any court having jurisdiction, in which case the Emergency Arbitrator Provisions of such rules shall not apply with respect to such matter. With respect to matters permitted or required pursuant to this Section to be resolved by court action, the parties consent to the exclusive jurisdiction of any court empowered to enforce the Agreement located in Cebu City or Manila, Republic of the Philippines, and waive any objection thereto on the basis of personal jurisdiction or venue. The parties waive their respective rights to trial by jury, if applicable, of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either party against the other on any matter whatsoever arising out of, or in any way connected with, the Agreement.

[REDACTED]

[REDACTED]

Signatures to Master Development Services Agreement:

ALTRIA CLIENT SERVICES LLC

By: Mark R. Cruise

Name: Mark R. Cruise

Title: VP, Applied Tech.

JANTY TECHNOLOGY GROUP LIMITED

By: [Signature]

Name: Ludovicus Josephine Felicien Timmermans

Title: President CEO

MAGNUS 360 INC.

By: [Signature]

Name: Ludovicus Josephine Felicien Timmermans

Title: President CEO

[Signature]
Ludovicus Josephine Felicien Timmermans
Individually and as majority shareholder of
Magnus 360 Inc. and Janty Technology
Group Limited

[Signature]
Jeroen Kok
Individually and as a shareholder of Janty
Technology Group Limited

CEO38253



REPUBLIC OF THE PHILIPPINES
SECURITIES AND EXCHANGE COMMISSION
CEBU EXTENSION OFFICE
Cebu City

COMPANY REG. NO. FS201534727

LICENSE TO TRANSACT BUSINESS IN THE PHILIPPINES

KNOW ALL MEN BY THESE PRESENTS:

This is to certify that

JANTY TECHNOLOGY GROUP LIMITED
PHILIPPINE BRANCH

a foreign company organized and existing under the laws of the Hongkong was duly licensed by this Commission on this date in accordance with the Corporation Code of the Philippines (Batas Pambansa Blg. 68) approved on May 1, 1980 and the Foreign Investments Act of 1991 (Republic Act No. 7042, as amended) approved on June 13, 1991 to establish its branch office in the Philippines for the following purposes:

1. *To establish, operate, maintain and carry on the business of research and development, prototyping and assembly of electronic, electro-mechanical and mechanical products and/or otherwise engaging in other kinds of services which are incidental to or in connection therewith exclusively for foreign or export market; and to do all such other things and act and to transact all business as may be directly or indirectly incidental or conducive to the carrying on of such business.*

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of this Commission to be affixed at Cebu City, Philippines, this 29th day of October, Two Thousand Fifteen.


LINDEZA ROGERO-GAVINO
Director
SEC CEBU OFFICE

