

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7160726

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	EMPLOYMENT AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	PIETER VAN LANCKER	01/15/2013
RECEIVING PARTY DATA		
Name:	PHILIP MORRIS PRODUCTS S.A.	
Street Address:	QUAI JEANRENAUD 3	
City:	NEUCHATEL	
State/Country:	SWITZERLAND	
Postal Code:	CH-2000	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16973550
CORRESPONDENCE DATA		
Fax Number:	(703)413-2220	
<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:	(703) 413-3000	
Email:	kashwell@oblon.com	
Correspondent Name:	OBLON, ET AL.	
Address Line 1:	1940 DUKE STREET	
Address Line 4:	ALEXANDRIA, VIRGINIA 22314	
ATTORNEY DOCKET NUMBER:	533141US	
NAME OF SUBMITTER:	KIMBERLY ASHWELL	
SIGNATURE:	/Kimberly Ashwell/	
DATE SIGNED:	02/04/2022	
Total Attachments: 29		
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source=533141USEmploymentAgreement#page2.tif		
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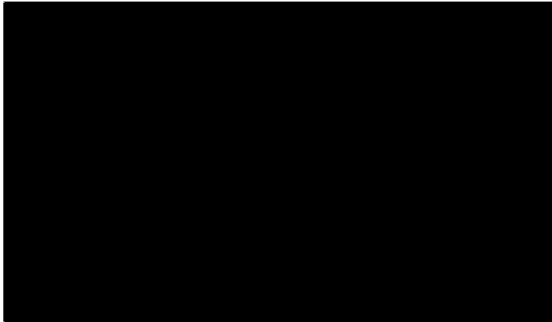
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Contract Information			
1. PMIM:	Philip Morris International Management SA	Registered office:	Avenue de Rhodanie 50, 1007 Lausanne, Switzerland
2. Supplier:	CREAX Projects NV	Registered office:	Maarschalk Plumerlaan 113, 8900 Ieper, Belgium
3. Effective Date:	January 15 th , 2013		
4. Expiration Date:	January 14 th , 2016		
PMIM and the Supplier enter into a contract incorporating the Contract Information and the "Terms and Conditions" and "Appendices" attached:			
PMIM: By: <u>[Signature]</u> Name: <u>Tracy STARR</u> Title: <u>AUTHORIZED SIGNATORY</u> Date: <u>14 Feb 2013</u>		Supplier: By: <u>[Signature]</u> Name: <u>MATHEU MOTTRIE</u> Title: <u>MANAGING PARTNER</u> Date: <u>20/2/2013</u>	
By: <u>[Signature]</u> Name: <u>Matteo Consonni</u> Title: <u>authorized signatory</u> Date: <u>14/2/2013</u>		By: <u>[Signature]</u> Name: <u>JEF VANDENDERBEEK</u> Title: <u>MANAGING PARTNER</u> Date: <u>20/02/13</u>	

Terms and Conditions

This Agreement is made by:

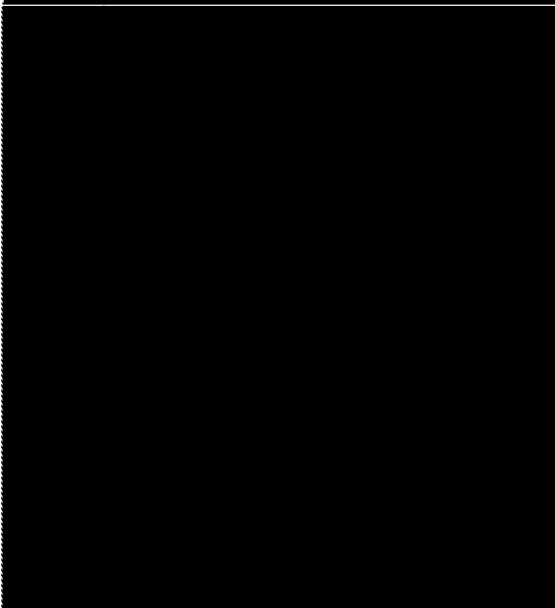
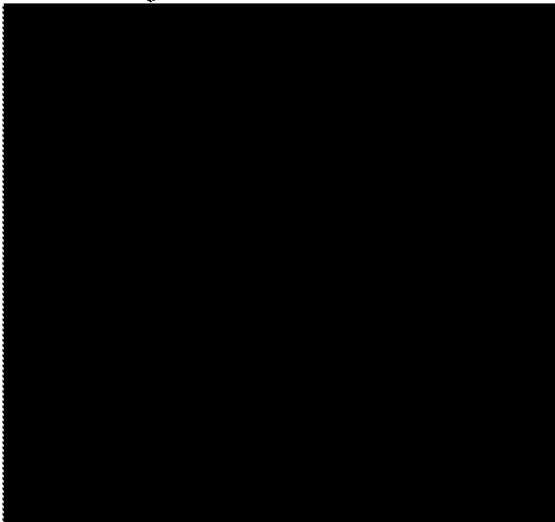
- (1) PMIM (as defined below); and
 - (2) the Supplier (as defined below)
- (each a "Party", together referred to as the "Parties").



NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

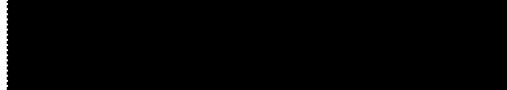
1. Definitions

In this Agreement:

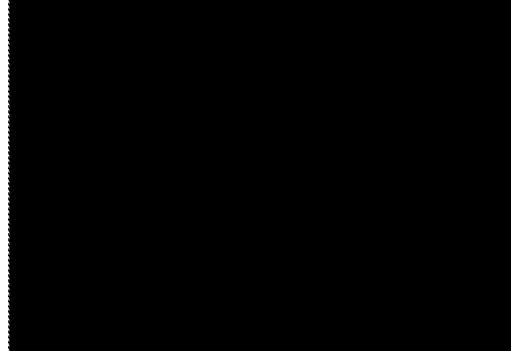


"Intellectual Property Rights" means all rights in any country or jurisdiction in patents, inventions, trade secrets and other rights in know-how, copyrights (including by extensions or renewals), rights affording equivalent protection to copyright, data, rights in databases, registered designs, design rights, industrial designs and utility models, trademarks, trade names, business names, trade dress, logos, domain names and all registrations or applications to register any of the

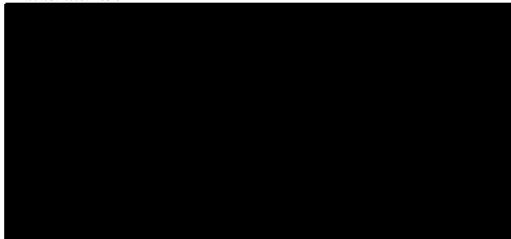
foregoing items, and "Intellectual Property Right" shall be construed accordingly.



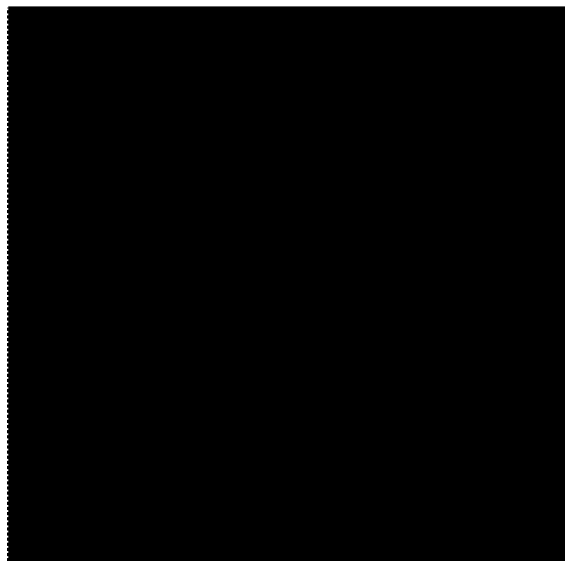
"PMIM" means the entity identified as such in the Contract Information.



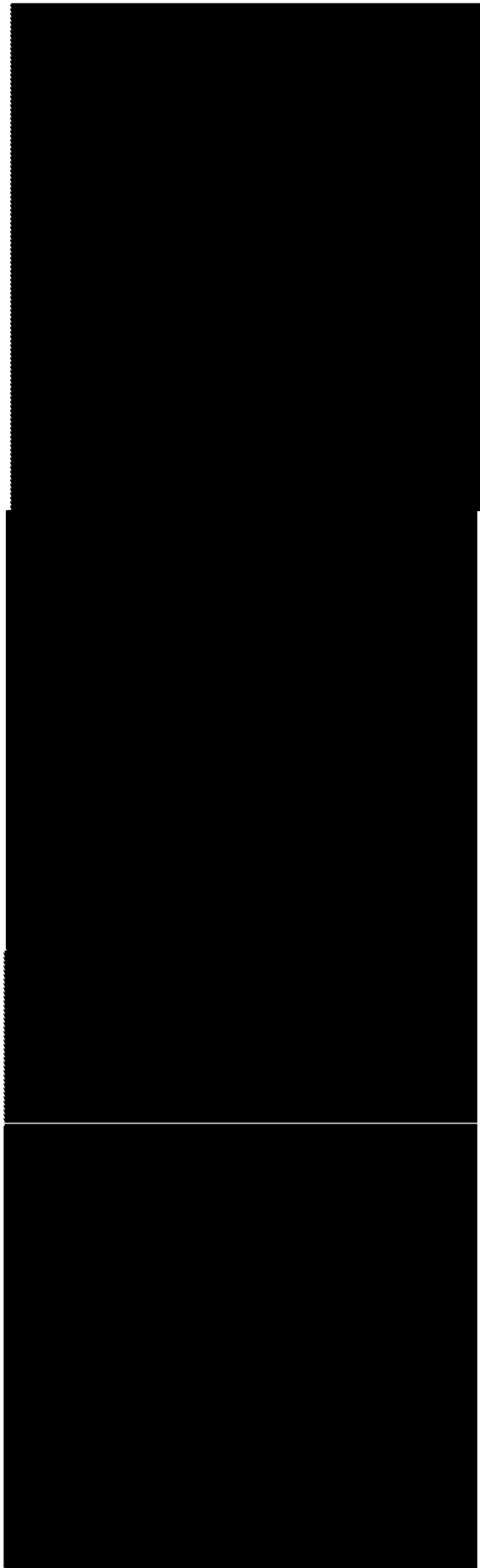
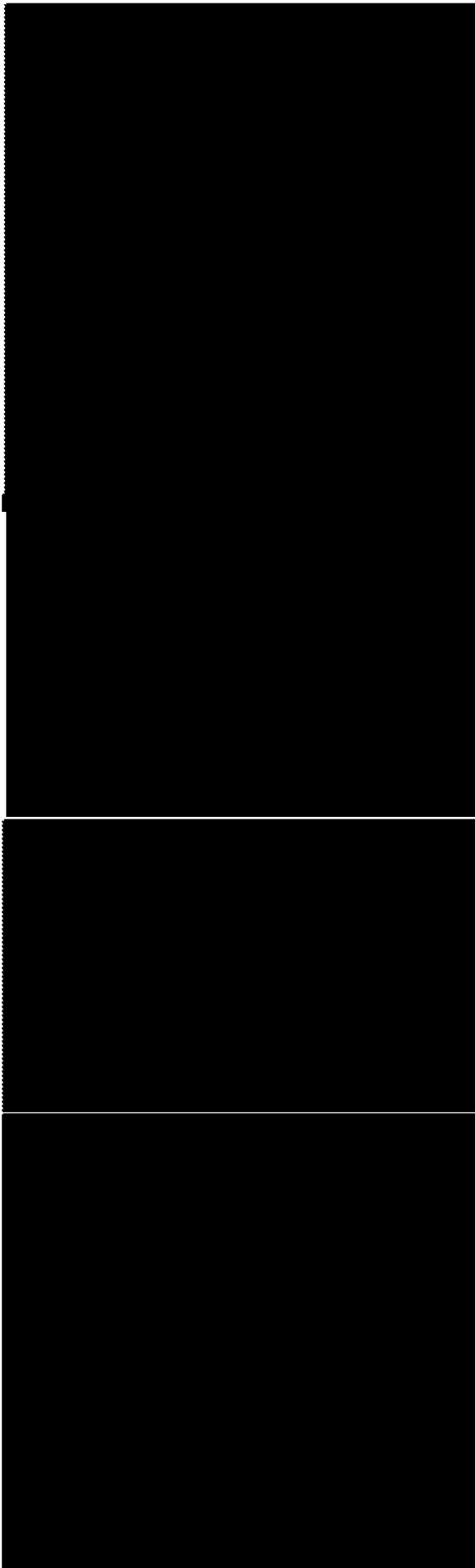
"Supplier" means the entity identified as such in the Contract Information.

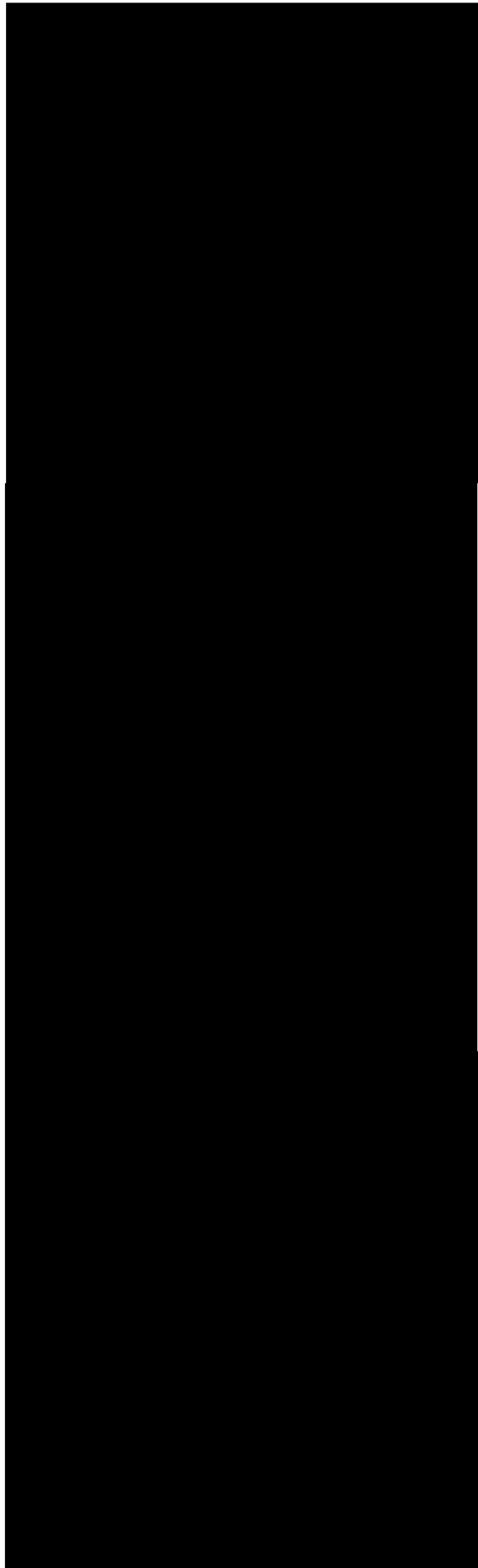
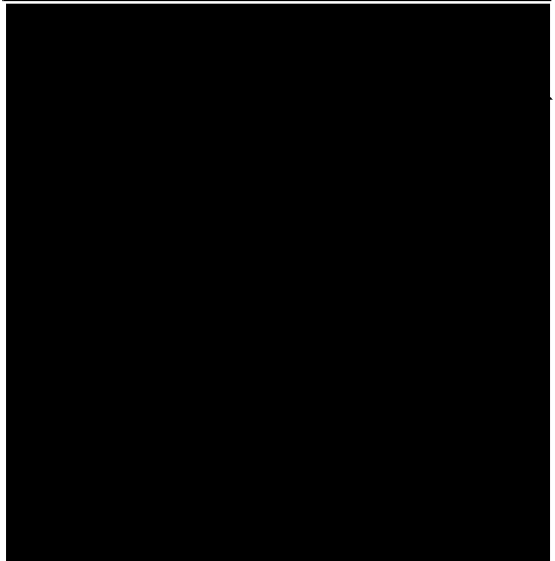
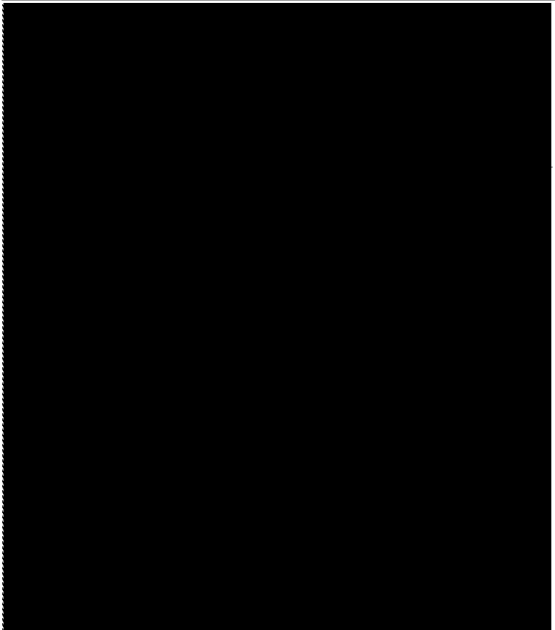
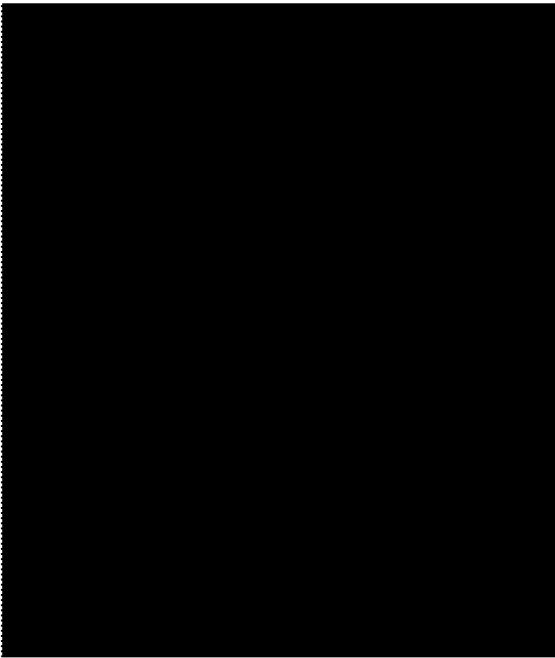


"Work Products" means all tangible and intangible property, including reports, assessments, drawings, designs, specifications, documentation, software (including source code and object code), programs, training materials, photographs, results, samples, processes, plans, recommendations, inventions, discoveries, Deliverables and all other materials and ideas, prepared or developed by or on behalf of the Supplier through the provision of the Services (each a "Work Product").



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clear of any liens, claims or other encumbrances, to the fullest extent permitted by law.

- 7.3 The Supplier shall require that all relevant Supplier Personnel (or any other parties it shall engage in the Services) assign to Client all Intellectual Property Rights and to waive all moral rights relating to the Work Products they produce to the fullest extent permitted by law. When requested by Client, the Supplier shall and shall procure that each relevant Supplier Personnel shall (a) execute a certificate of acknowledgement of the foregoing assignment and such other instruments or documents as Client shall reasonably request in order to register, establish, maintain, perfect or defend its exclusive rights in or to such Work Products and related Intellectual Property Rights, and (b) provide Client all data and assistance reasonably required to perfect its rights pursuant to this Section 7, including, without limitation, giving evidence in proceedings and suits to obtain, maintain and assert any Intellectual Property Rights created by or arising from the Services and to assert its rights in any subject matter not subject to the foregoing Intellectual Property Rights. After termination of this Agreement such assistance will be provided at Client's expense, including a reasonable fee to be agreed by Client and the Supplier for the time spent in such assistance.

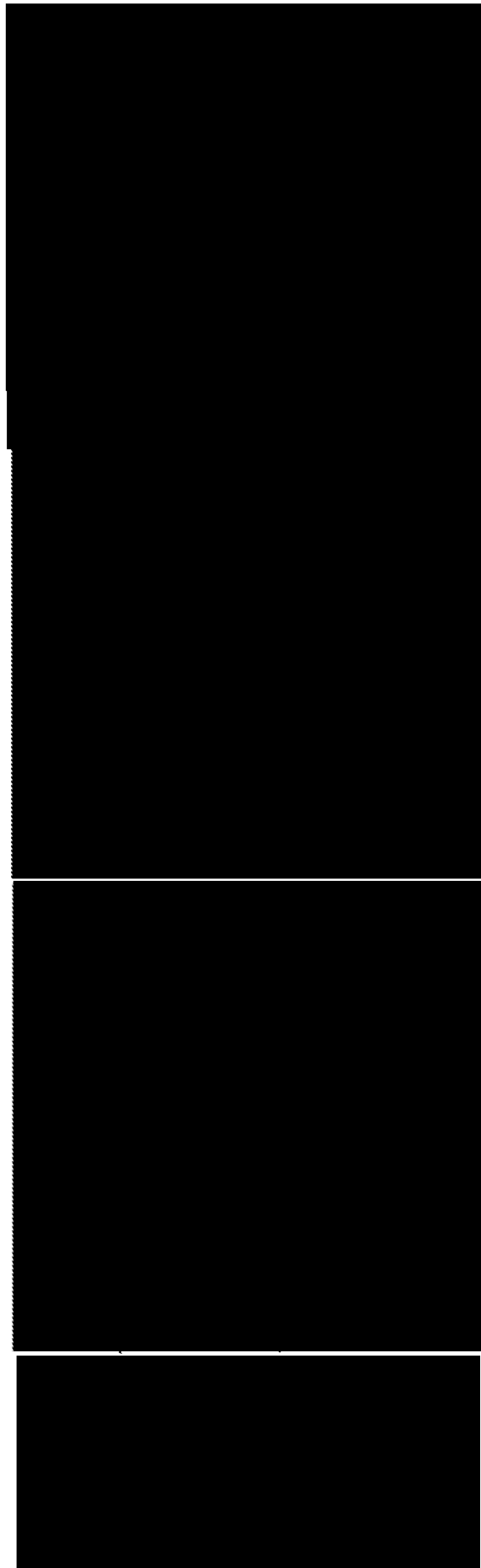
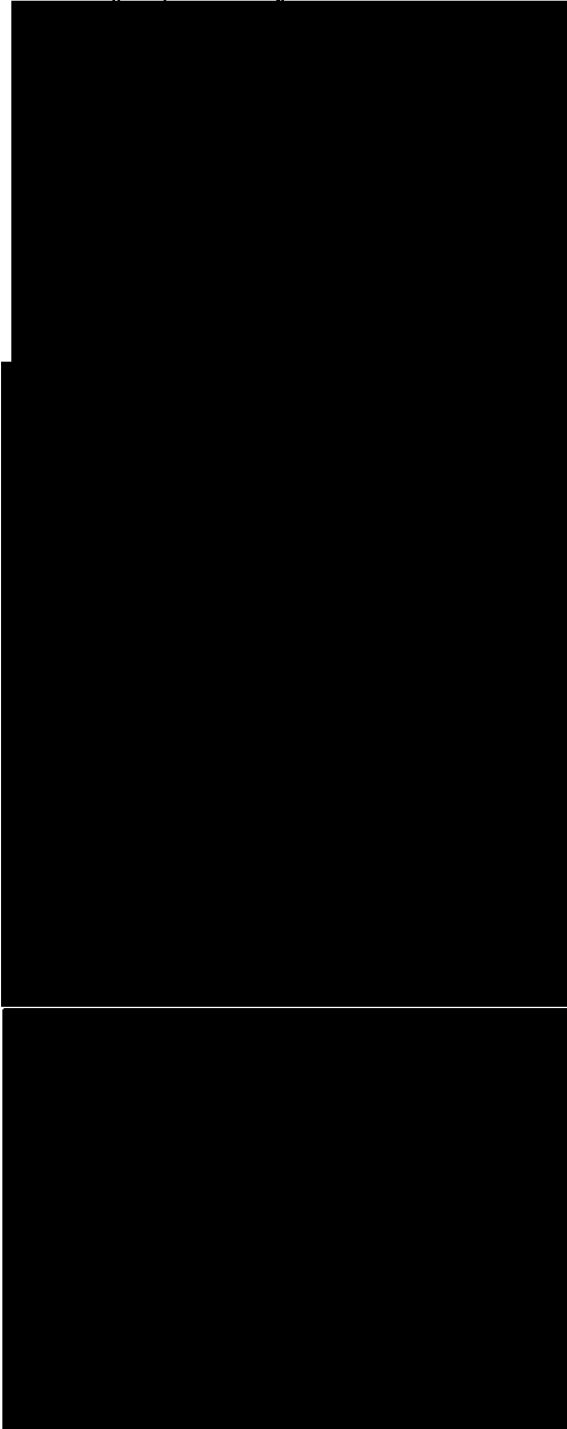
7. Proprietary Rights

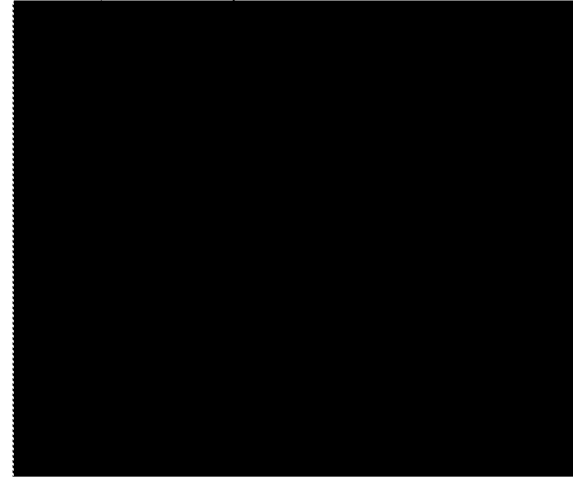
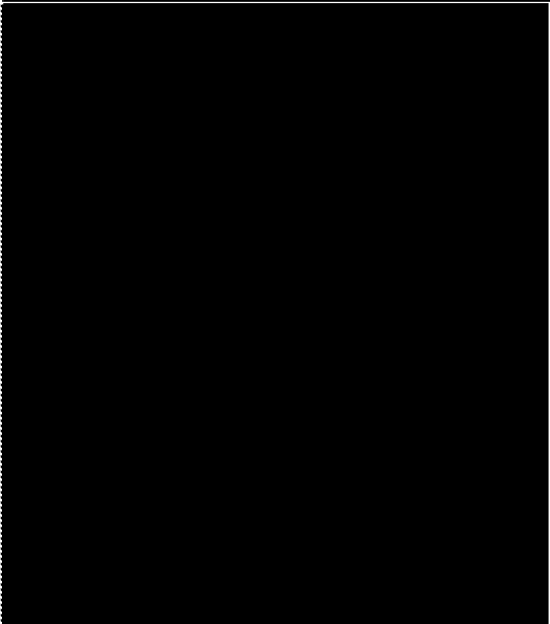
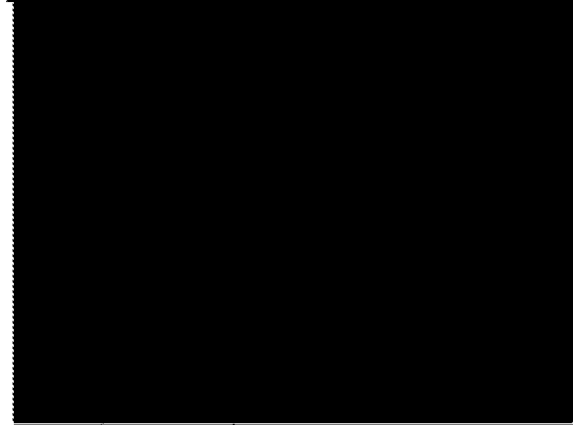
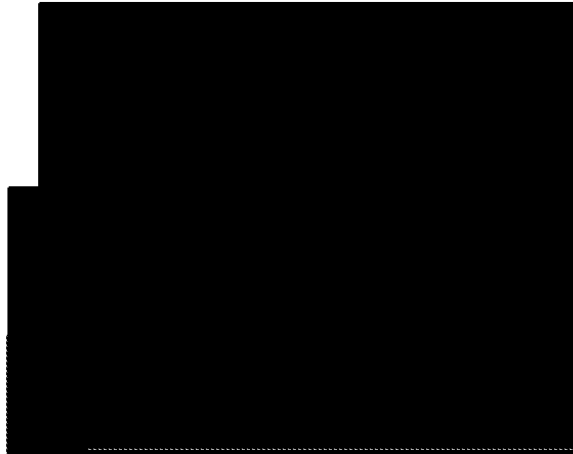
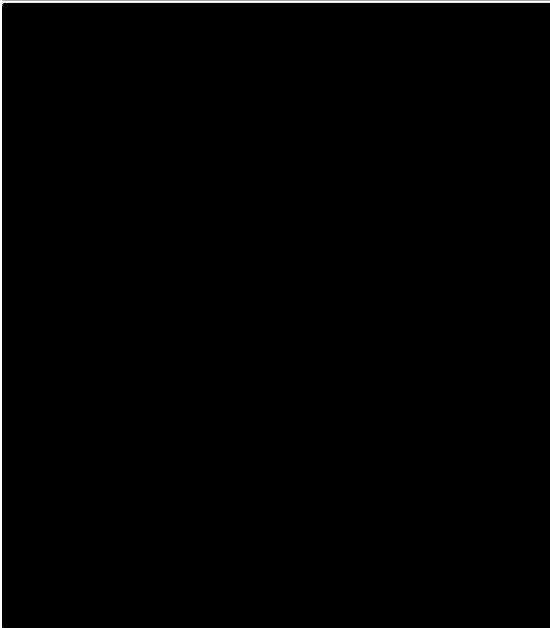
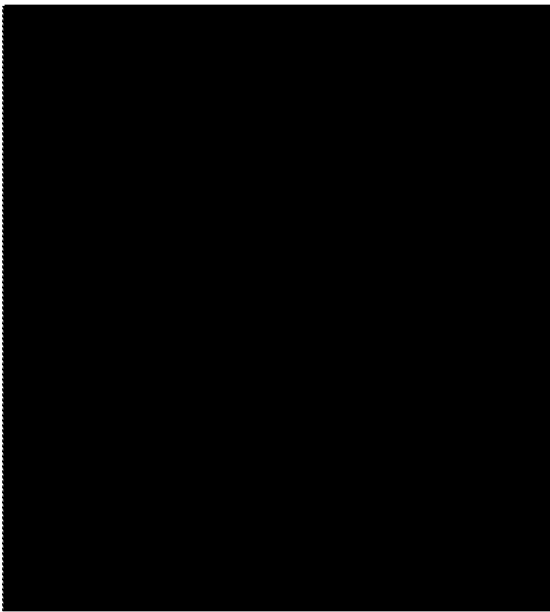
- 7.1 In consideration for the Fees payable under a Project Agreement, the Supplier agrees that Client has purchased all right, title and interest in all Work Products resulting from such Project Agreement. Client shall be the sole and exclusive owner in all countries of Work Products from the time of their creation to the fullest extent permitted by law.
- 7.2 The Supplier hereby irrevocably assigns to Client all worldwide right, title and interest in and to all Intellectual Property Rights created or arising from the Services, free and

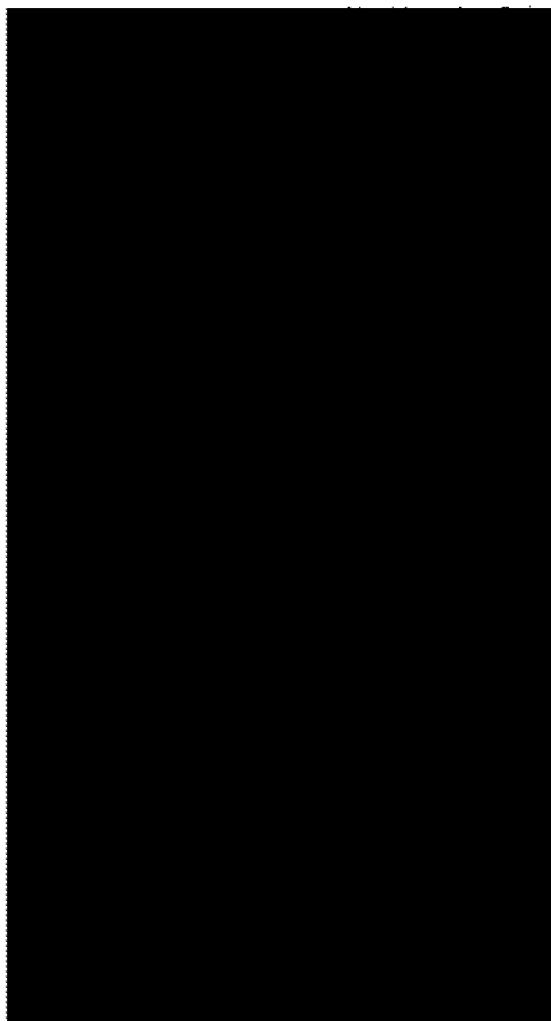
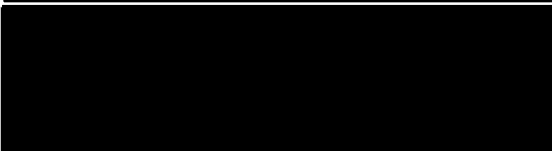
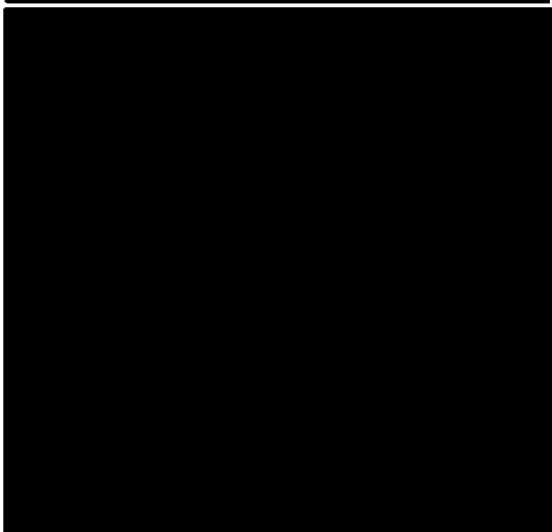
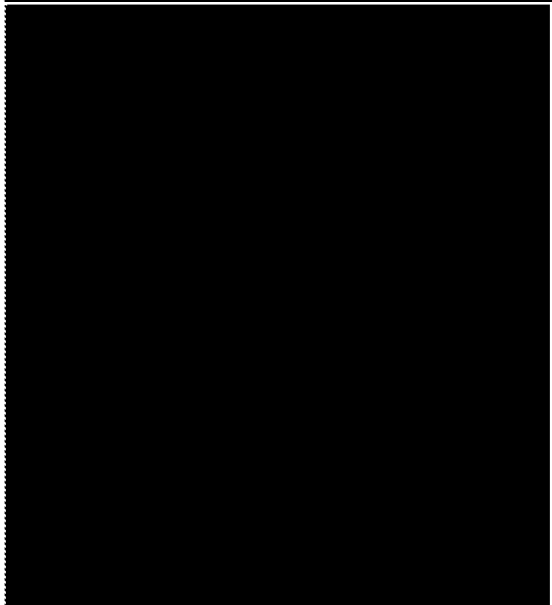
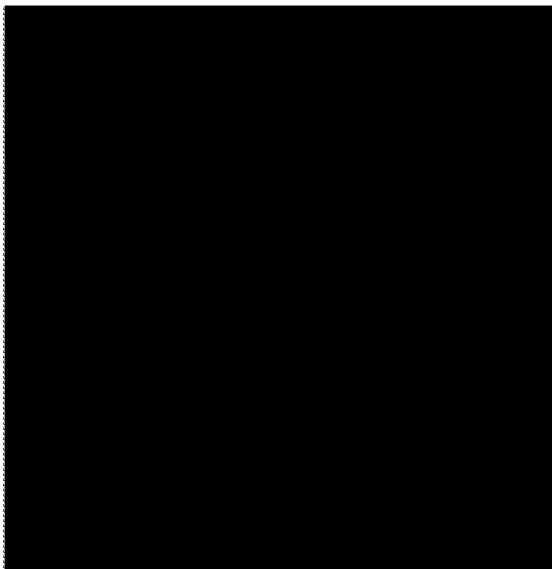
- 7.9 Client shall retain exclusive ownership of the Work Products and related Intellectual Property Rights after termination or expiration of this Agreement and all Project Agreements.
- 7.10 To the extent required to fulfill its obligations under this Section 7, the Supplier shall secure all Intellectual Property Rights conceived, developed or written by the Supplier Personnel (or other third parties engaged in the Services) resulting from the Services. Further to the foregoing, the

Supplier acknowledges and agrees that all Supplier Personnel and other third parties engaged in the Services will sign written agreements with the Supplier, prior to performing the Services, agreeing to be bound by similar terms to those contained in this Section 7 as necessary to enable the Supplier to fulfill its obligations hereunder

- 7.11 The Supplier hereby acknowledges and agrees that the amounts payable by Client under the relevant Project Agreement shall be good, valuable and complete consideration for the performance of the Services and the vesting of ownership in Client of the Work Products and the Intellectual Property Rights created by or arising from the Services, and the Supplier agrees and undertakes to defend, indemnify and hold harmless Client and PMIM Group from and against any claims for additional compensation relating to or resulting from the assignment or grant to Client of Intellectual Property Rights and/or for Client's (or its designers') use of such rights.

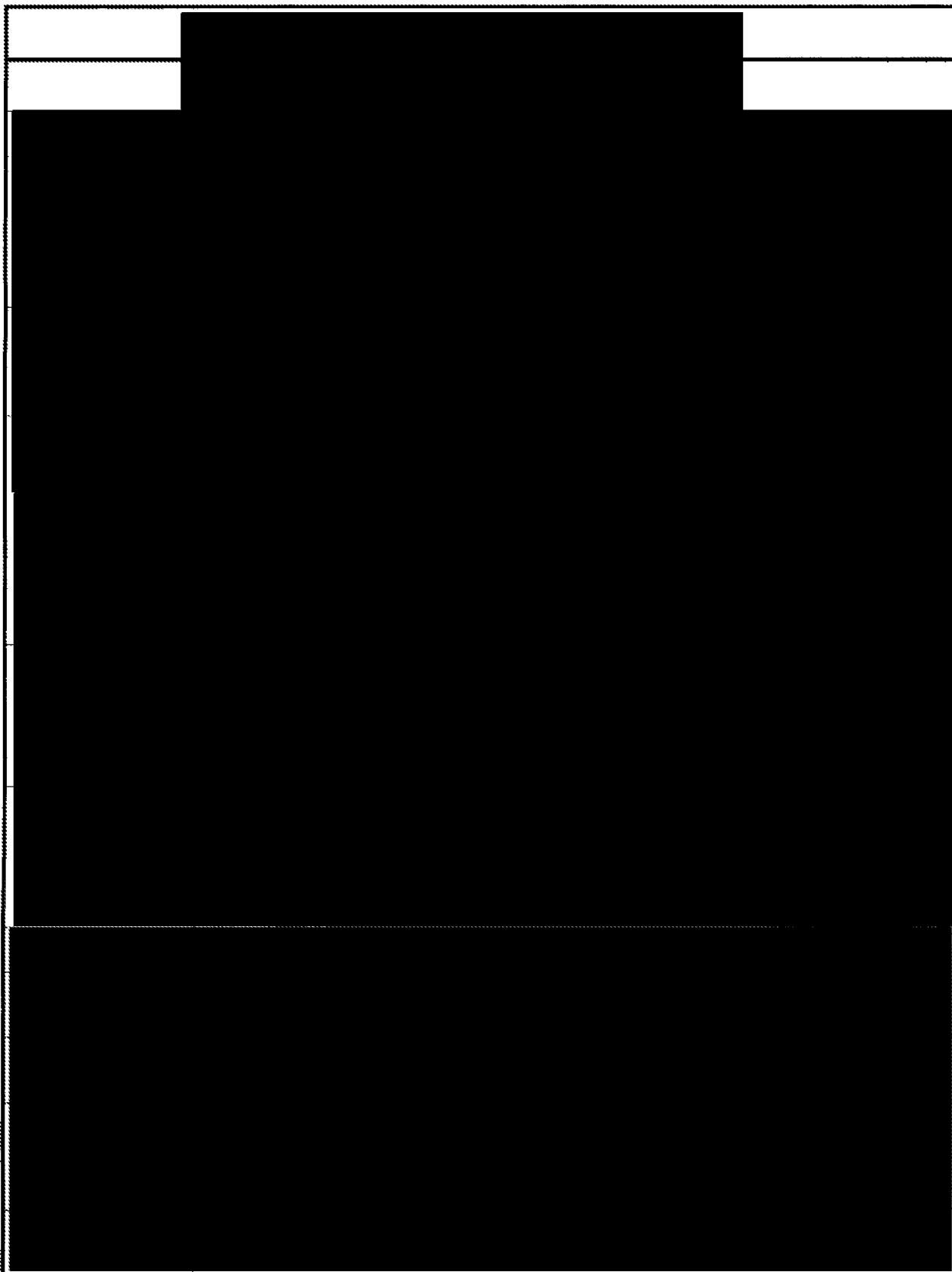




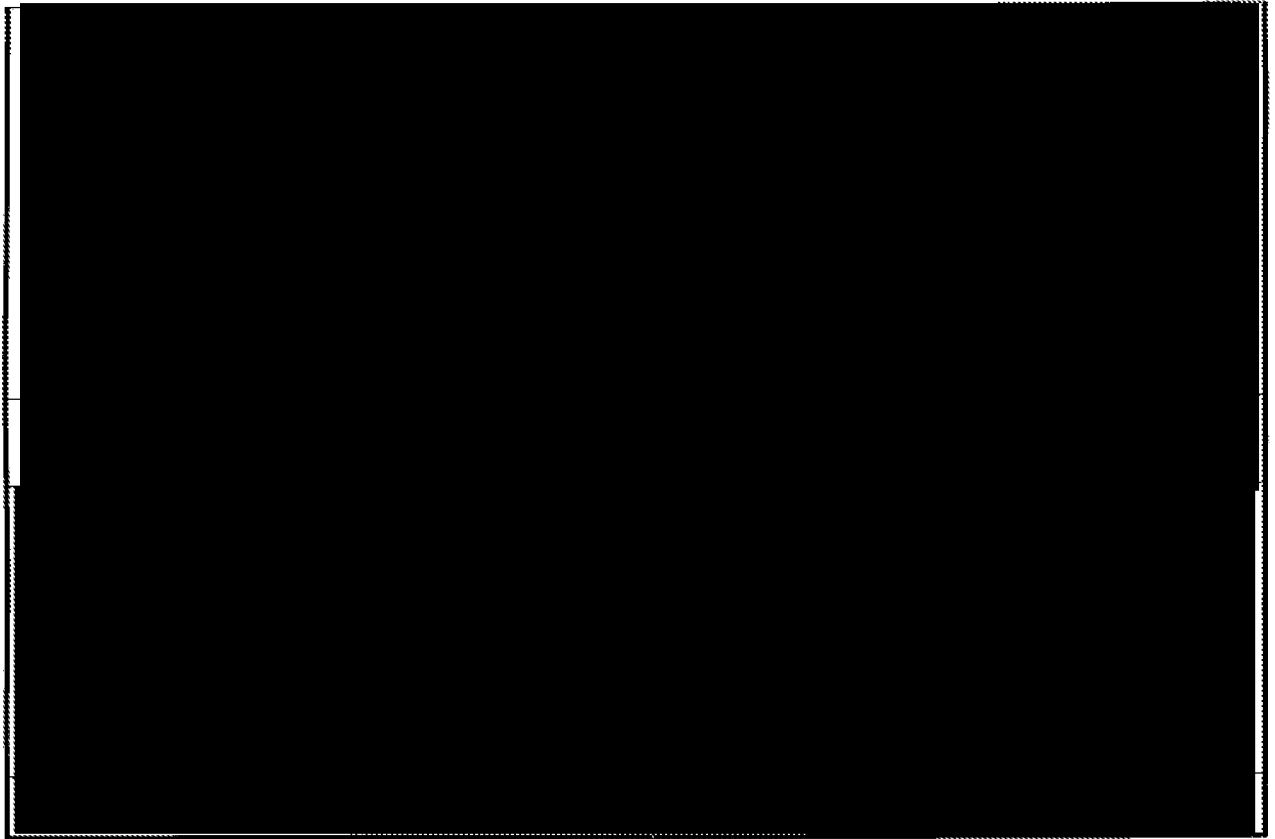


IN WITNESS WHEREOF, the Parties have executed this Agreement
in the Contract Information.

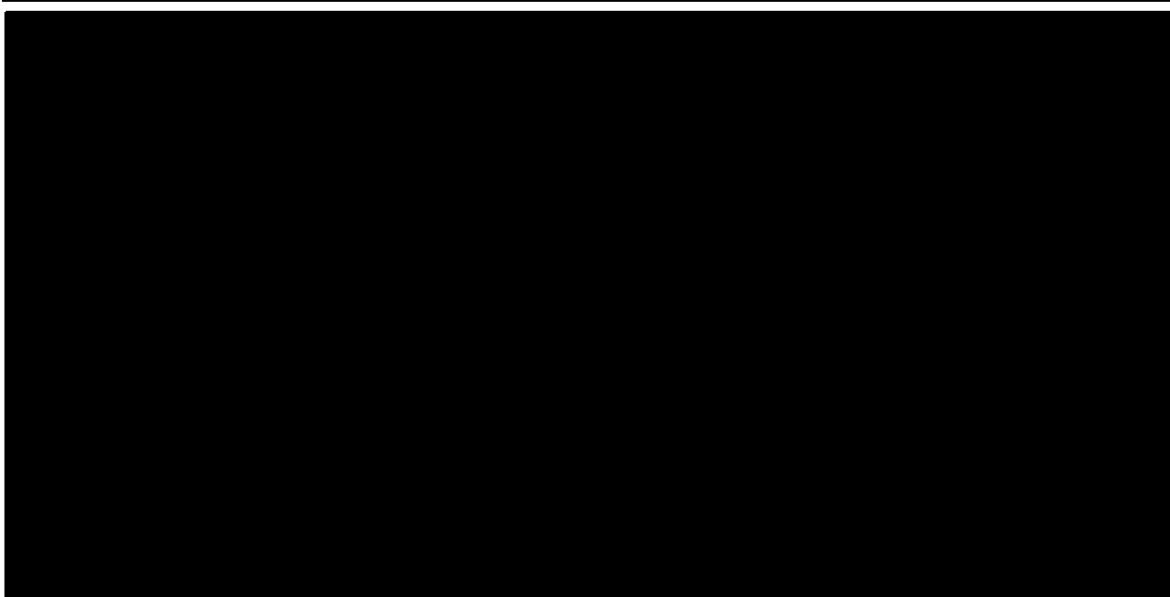
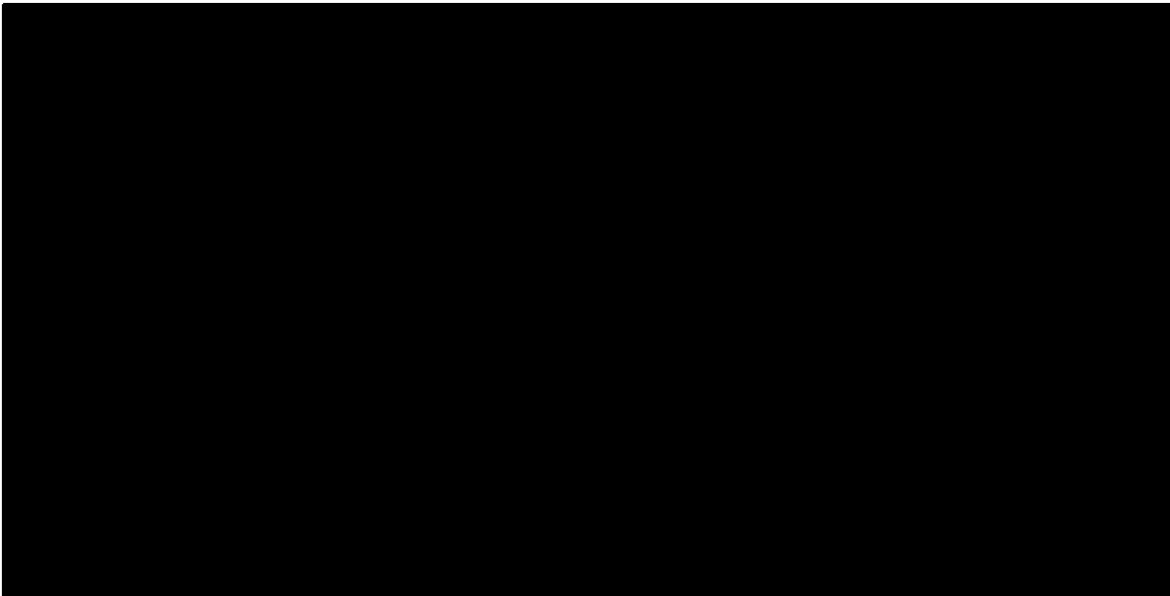
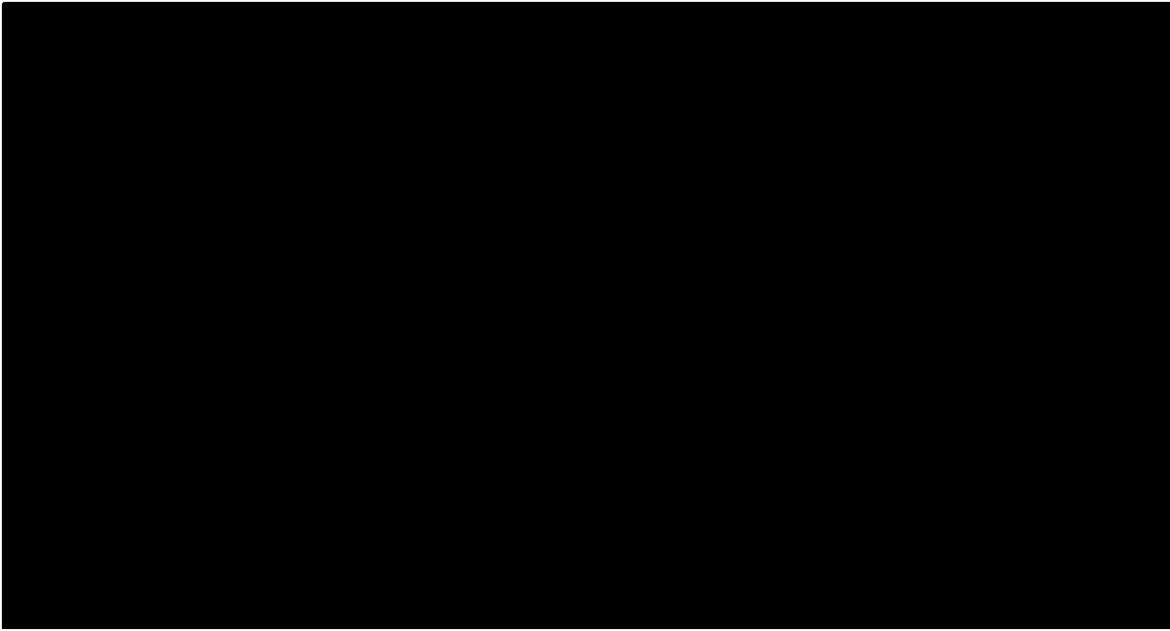
Appendix A



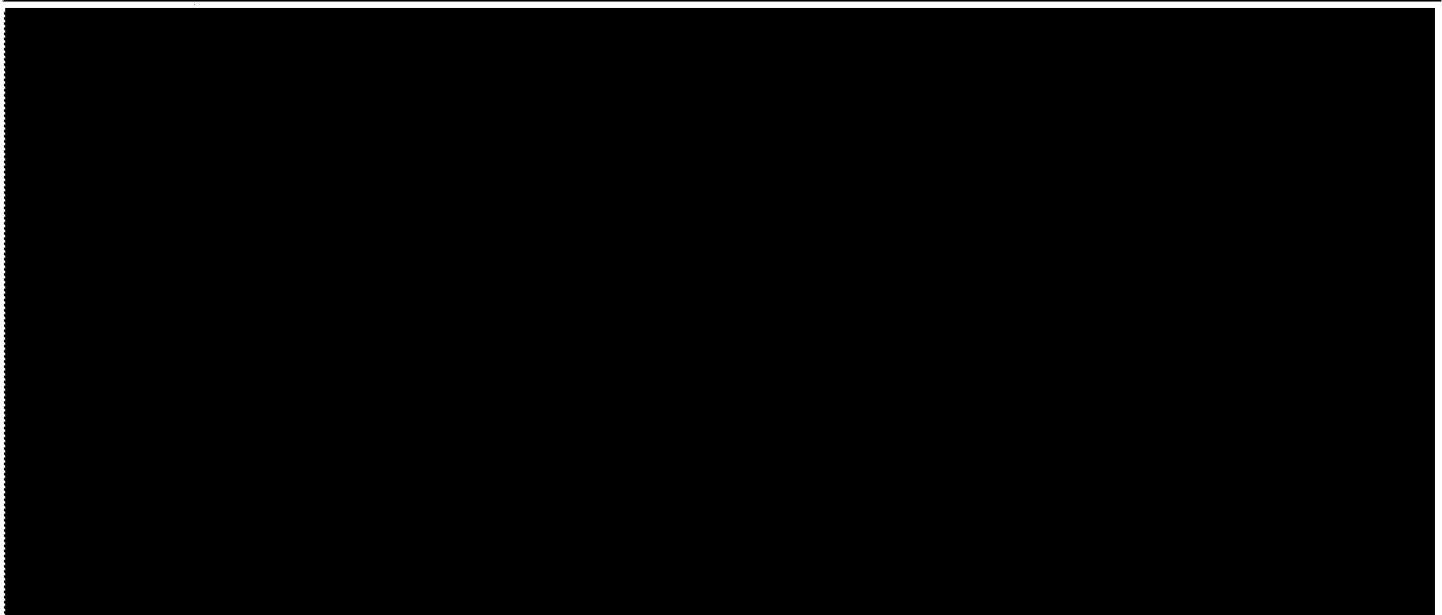
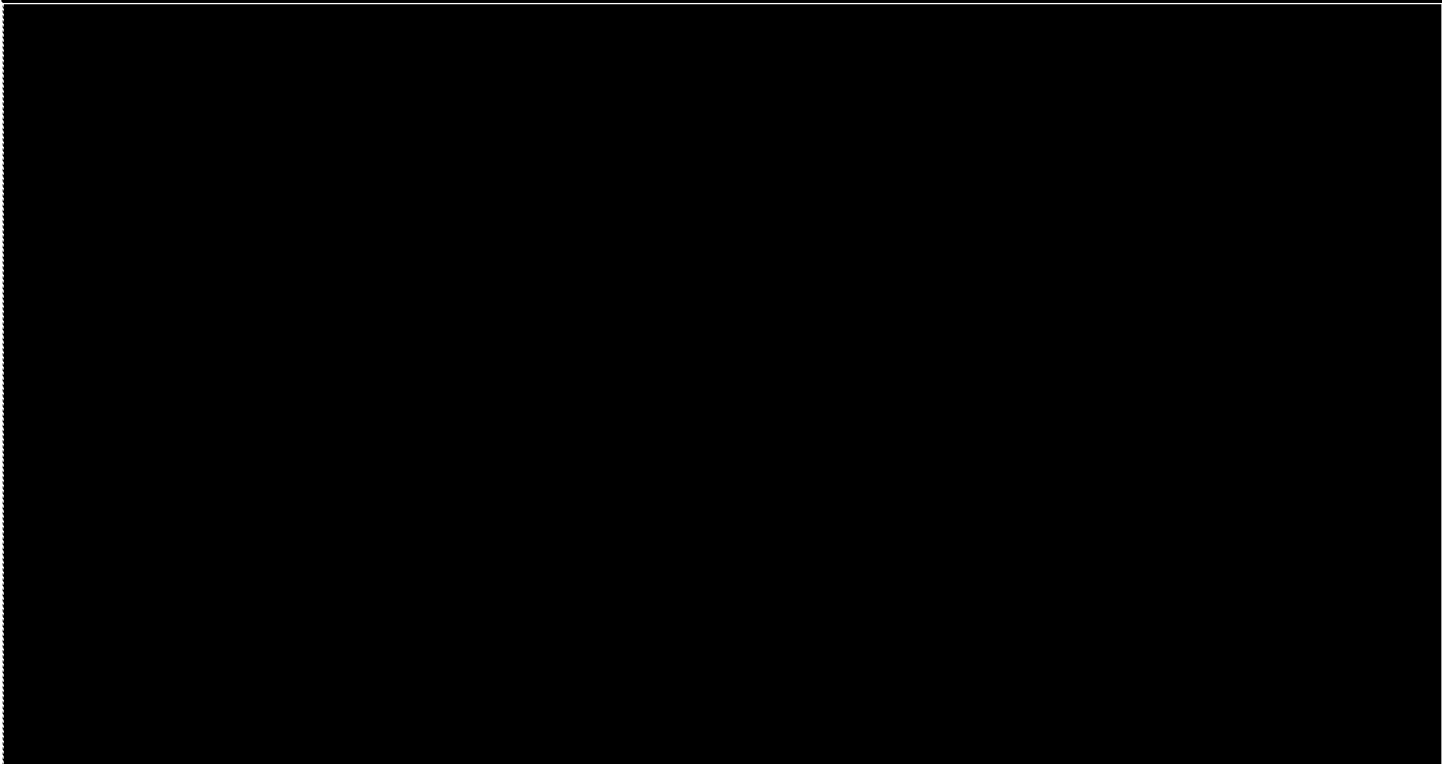
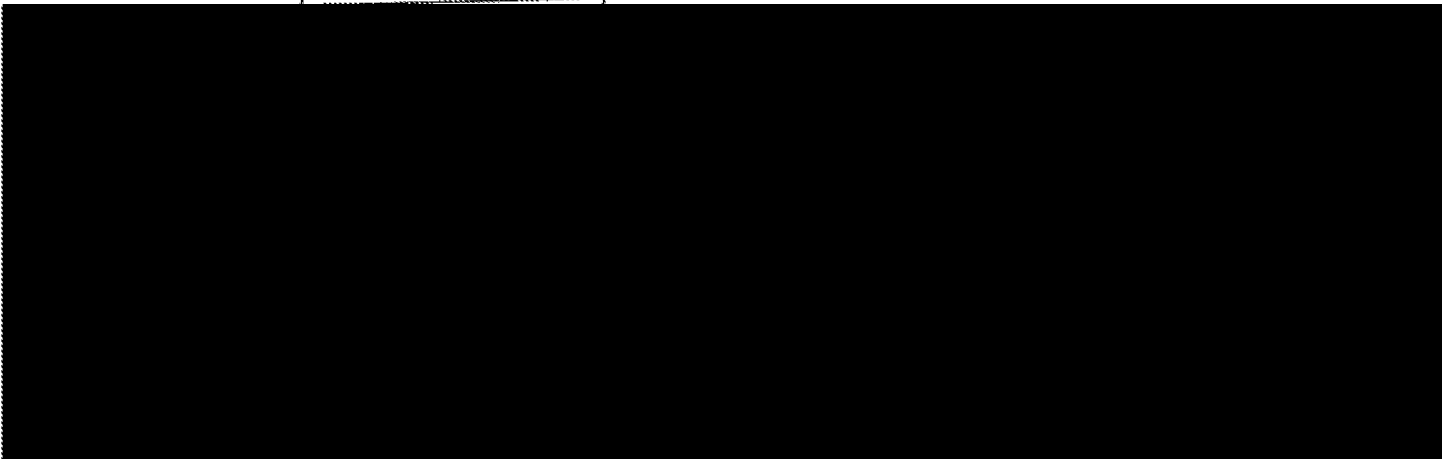
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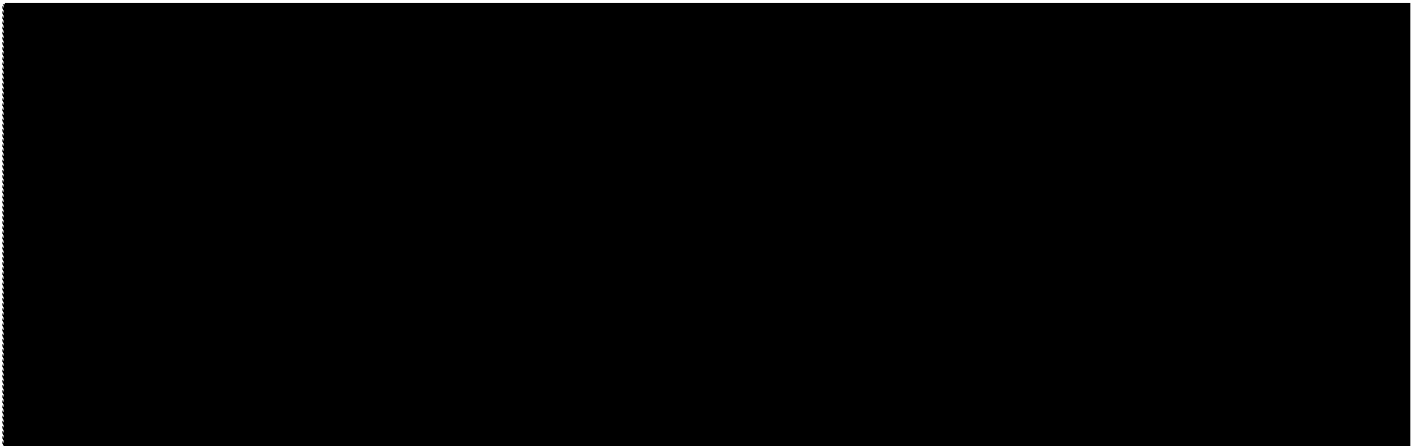
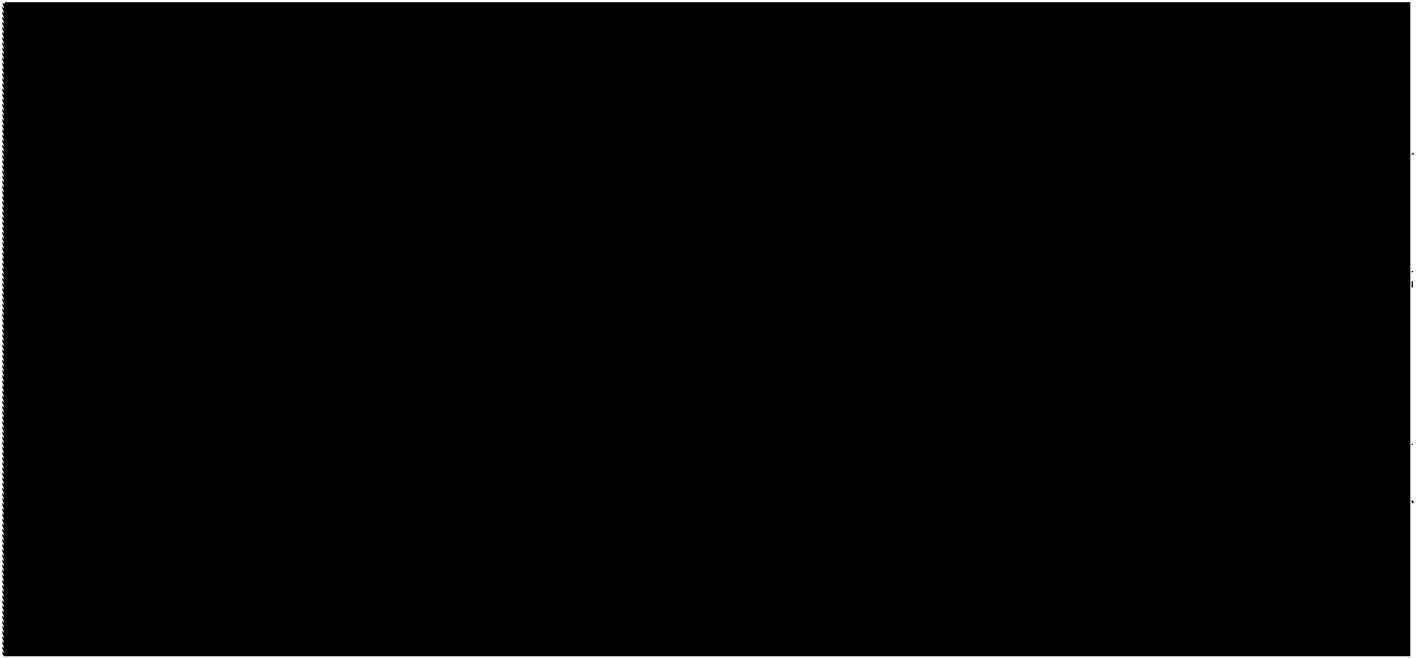


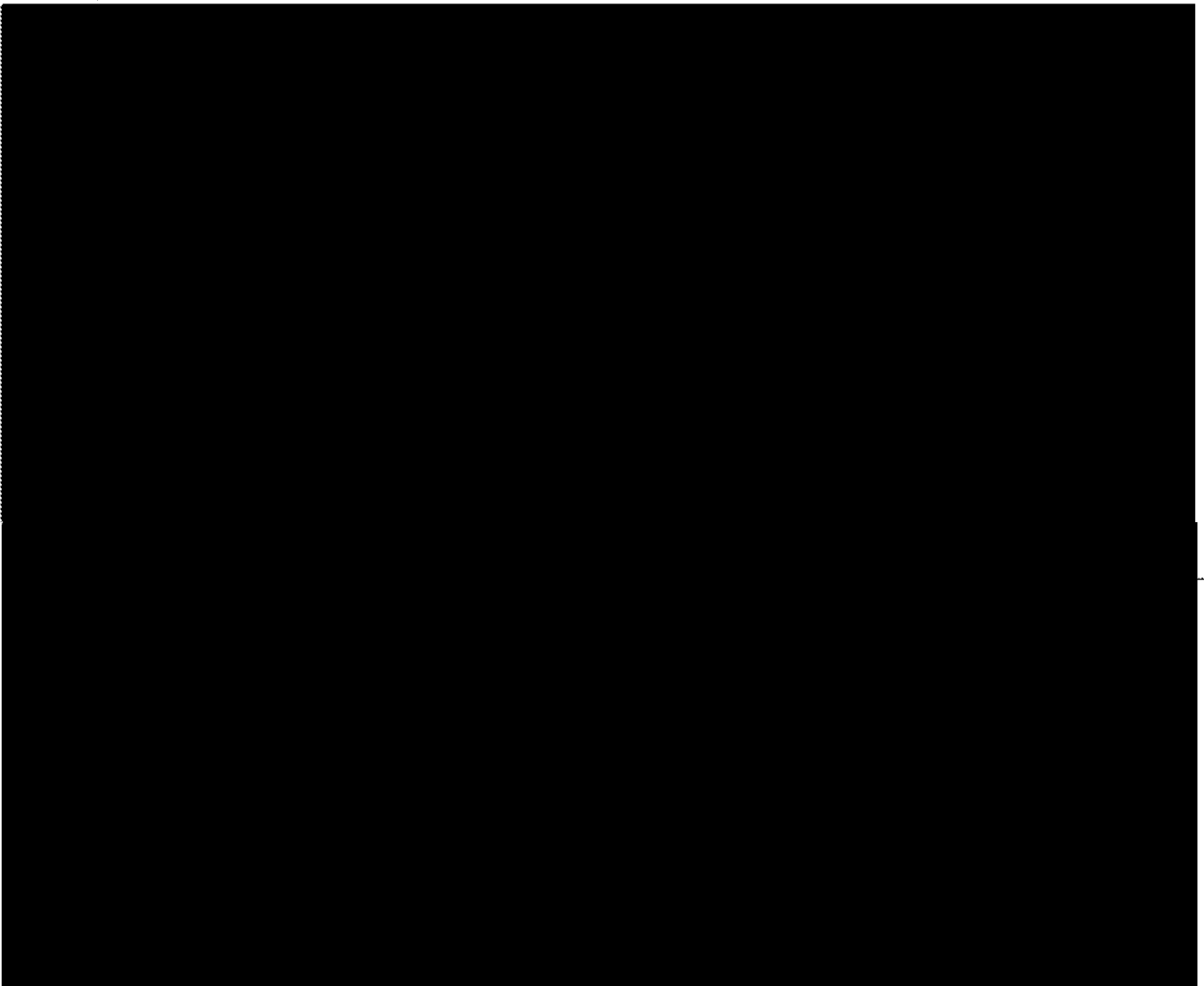
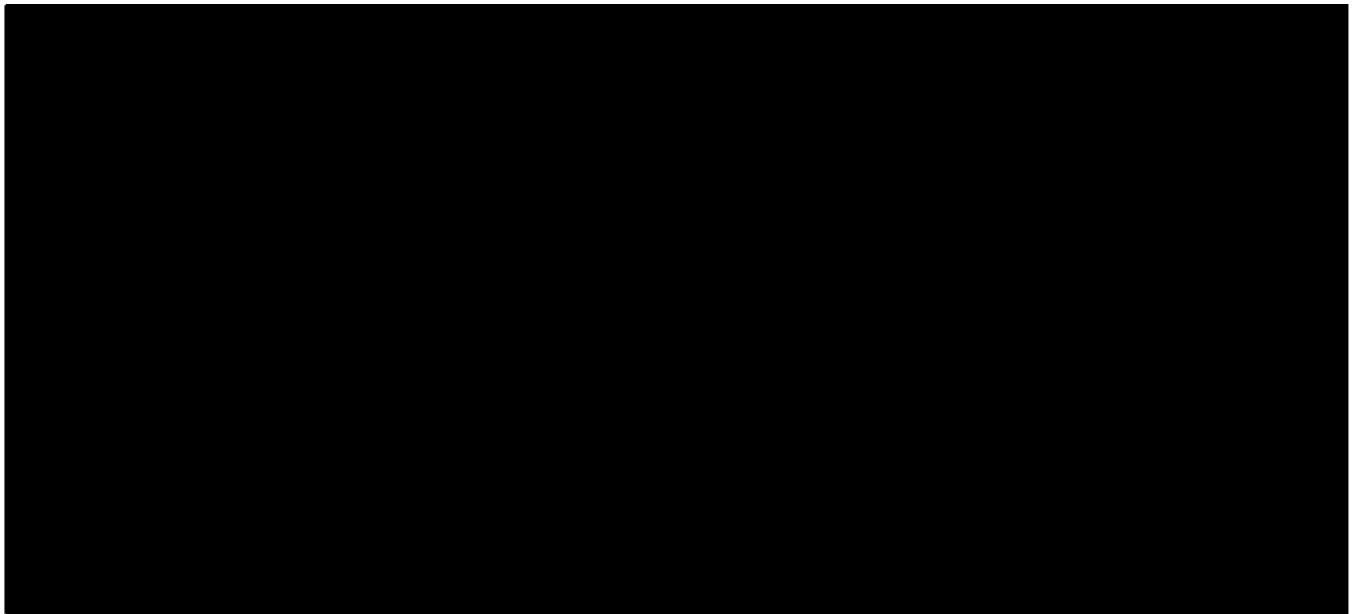
Appendix B



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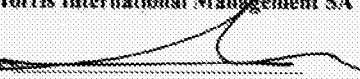

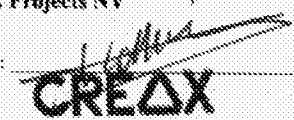

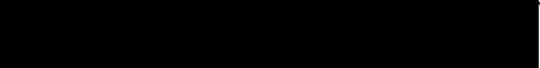







MASTER SERVICES AGREEMENT

Amendment Information			
1. PMIM:	Philip Morris International Management SA	Registered office:	Avenue de Rhodanie 50, 1007 Lausanne, Switzerland
2. Company:	CREAX Projects NV	Registered office:	Walle 113, 8500 Kortrijk, Belgium
3. Contract:	Nature of contract:	Master Services Agreement	
	Date of Contract:	January 15 th , 2013	
	Previous Amendments:	Amendment No. 1 of July 1 st , 2013	
		Amendment No. 2 of January 10, 2016	
4. Amendments:	The Parties agree to amend the Agreement as follows:		
	<p>➤ "Row 4 – Expiration Date": the "Expiration Date of January 14th, 2018" is deleted and replaced with the new "<i>Expiration Date of January 14th, 2021</i>".</p> <div data-bbox="461 921 1421 1541" data-label="Image"></div> <div data-bbox="461 1541 1421 1980" data-label="Image"></div>		

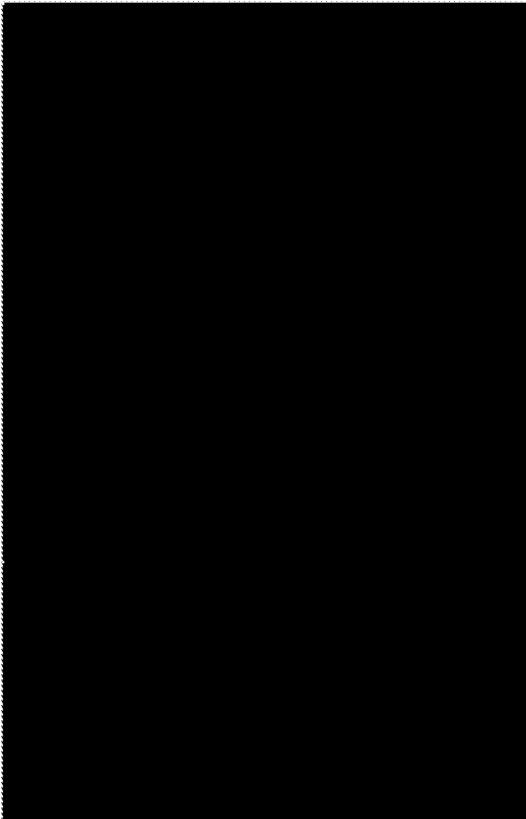
	
	The remaining terms and conditions of the Agreement will remain in full force and effect.
	
6. Effective Date:	October 18, 2017
PMIM and the Company enter into this Amending Agreement:	
Philip Morris International Management SA	
Signature: 	Signature: 
Name: <u>Jean Wimmerlin</u>	Name: <u>Raphaël Grobety</u>
Title: <u>Authorized Signatory</u>	Title: <u>Authorized Signatory</u>
Date: <u>11/12/2017</u>	Date: <u>11/12/2017</u>
CREAX Projects NV	
Signature: 	Signature: 
Name: <u>Mathieu Mottrie</u>	Name: <u>Jef Vandenberghe</u>
Title: <u>Managing Partner - CEO</u>	Title: <u>Managing Partner</u>
Date: <u>11/12/2017</u>	Date: <u>11.12.2017</u>
	<u>j@creax.com</u>
	<u>+32 56 23 94 94</u>
	<u>14.12.2017</u>
	

Terms and Conditions

This Amending Agreement is made by:

- (1) **PMIM** (as defined below); and
 - (2) the **Company** (as defined below)
- (each a "**Party**", together referred to as the "**Parties**").

The Parties agree as follows:

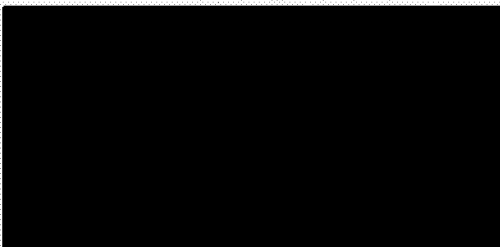


"**Company**" means the person or persons described as such in the Amendment Information; should there be more than one entity described as "**Company**" in the Amendment Information, the term "**Company**" shall refer collectively to all such entities.

"**Effective Date**" means the date identified as such in the Amendment Information.

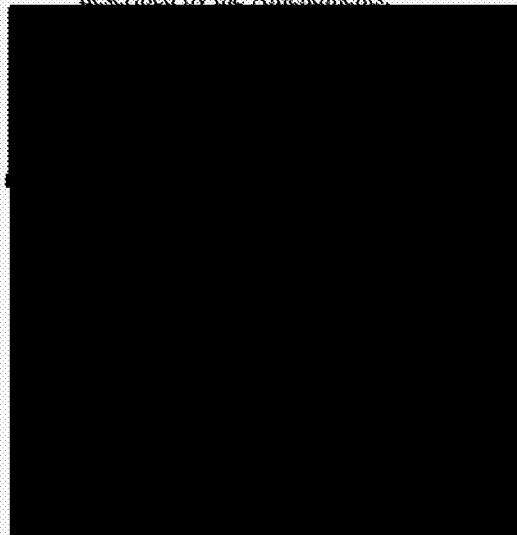


"**PMIM**" means the entity described as such in the Amendment Information.



3. Amendments to the Contract

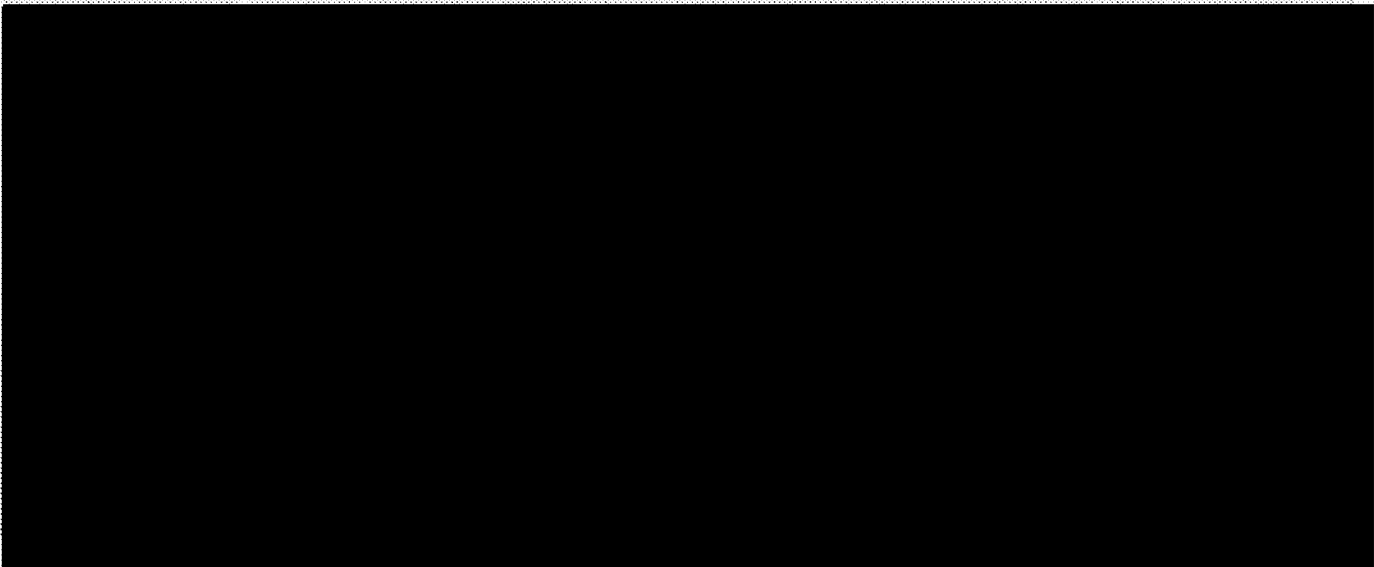
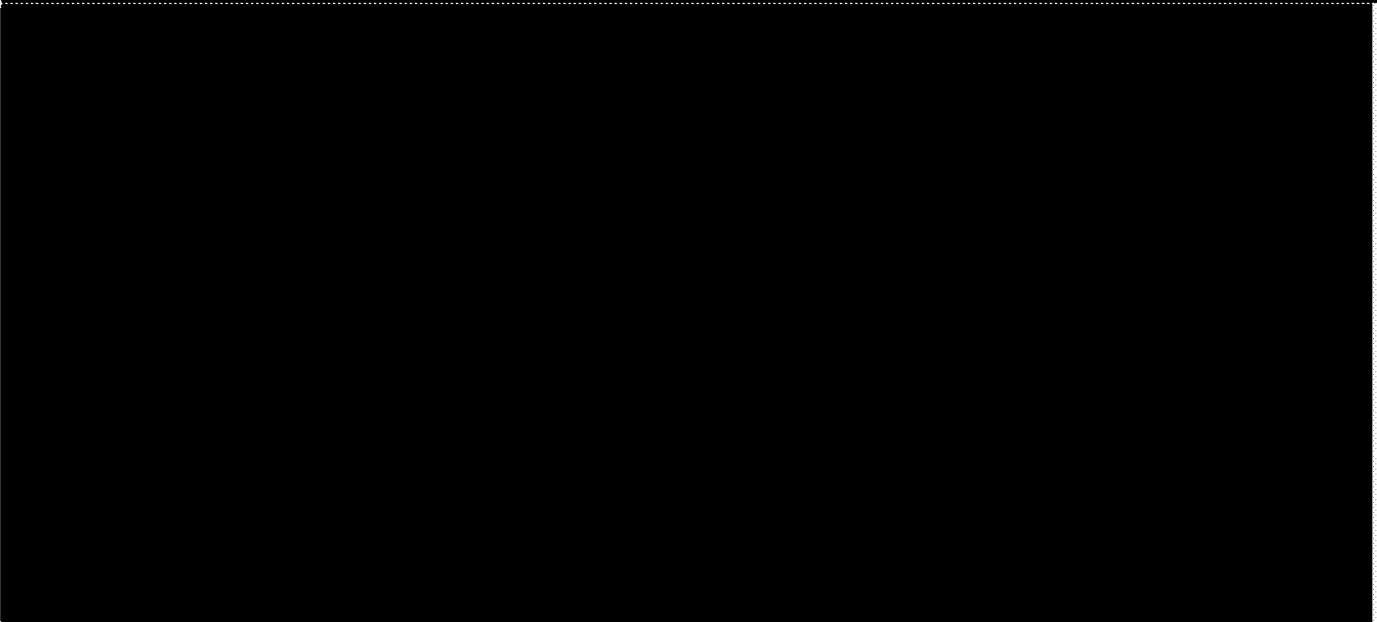
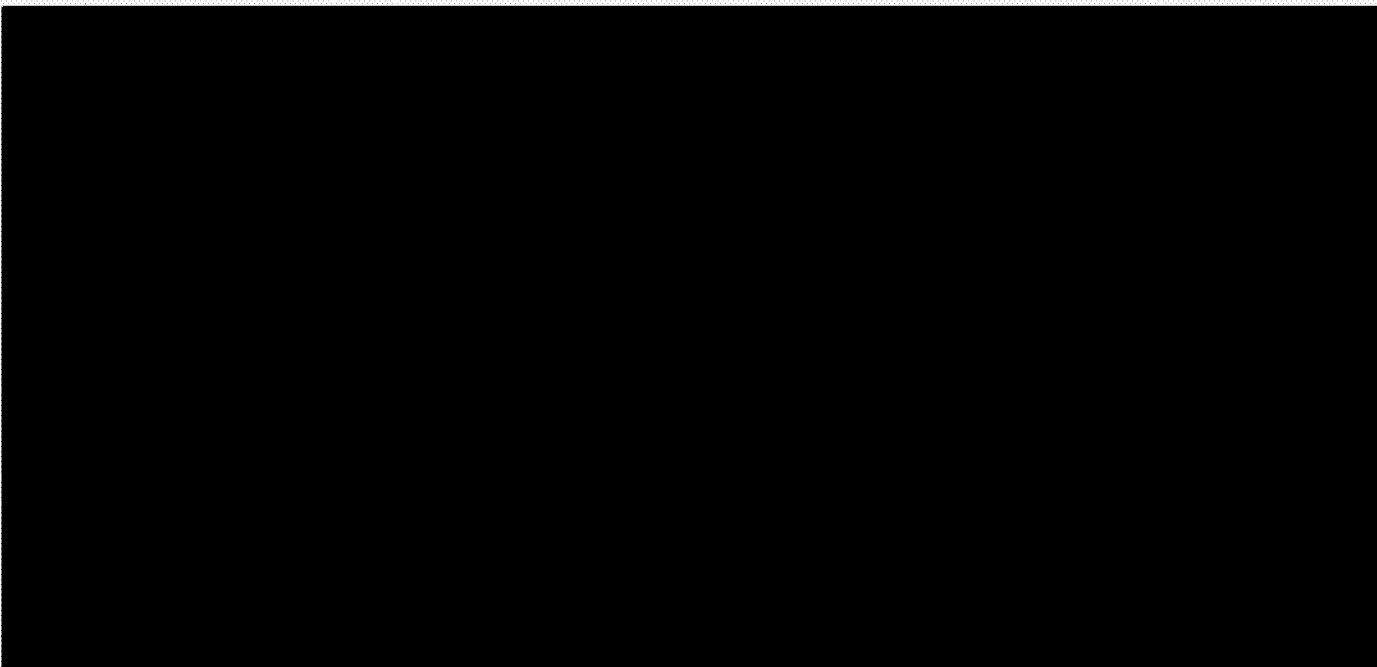
3.1 The Parties amend the Contract as described by the Amendments.



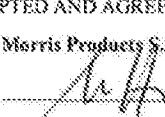
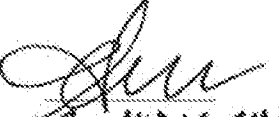
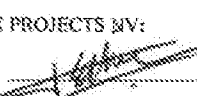
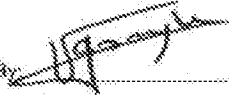
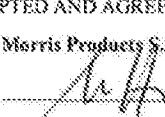
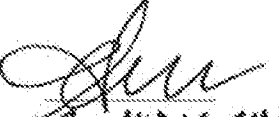
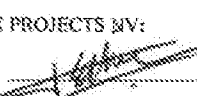
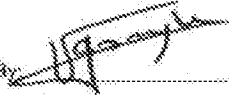
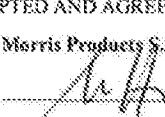
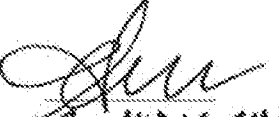
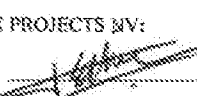
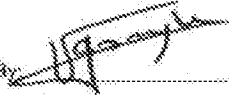
The Parties have executed this Amending Agreement in the Amendment Information.






PATENT
REEL: 058959 FRAME: 0265

PATENT
REEL: 058959 FRAME: 0266



PROJECT AGREEMENT	
Project Information	
1. Client:	<p>Philip Morris Products S.A.</p> <p>Registered office: Quai Jeanrenoud 3, 2000 Neuchâtel, Switzerland</p> <p>VAT No.: CHE-115.276.488 TVA</p> <p>Send your invoices to PMP at the following address: c/o P&I Service Center Europe Sp. z o.o., P&I, PO Box 52, 30-969 Krakow 28, Poland.</p> <p>[REDACTED]</p>
2. Supplier:	<p>CREAX PROJECTS NV</p> <p>Registered office: Walze 113</p> <p>8500 KORTRIJK - BELGIUM</p> <p>[REDACTED]</p>
3. Master Agreement	<p>This Project Agreement is made pursuant to the terms to the Master Services Agreement signed between Philip Morris Products S.A. and Supplier effective as of January 15th, 2013 as amended with the Amendment no. 1 effective July 1, 2013, Amendment no. 2 effective January 10, 2016 and Amendment No. 3 effective October 17, 2017 (the "Agreement"), which Agreement contemplated that from time to time PMP or its Affiliates (including Client) would enter into Project Agreements such as this with the Supplier.</p> <p>Client and the Supplier now hereby agree to incorporate by reference into this Project Agreement the terms and conditions of the Agreement, which terms shall apply to and govern this Project Agreement save as expressly set forth herein. In the event of any conflict between the terms and conditions of the Agreement and this Project Agreement, the terms and conditions of the Agreement shall prevail unless the parties have expressly stated in this Project Agreement that the conflicting provisions of this Project Agreement shall prevail, in which case such provisions in this Project Agreement shall only prevail with respect to this Project Agreement. Capitalised terms used in this Project Agreement, except as otherwise defined below, shall have the meanings ascribed to them in the Agreement.</p>
4. Services:	<p>Supplier shall provide:</p> <p>(a) Redesign concepts for potential future generations of the [REDACTED] device, and invention disclosures for selected concepts, according to the approach described in the [REDACTED] and attached hereto as Appendix 1 – Invention Disclosure Record.</p>
5. Deliverable(s):	<p>The Supplier shall deliver the following Deliverables:</p> <p>(a) Report presenting redesign concepts from which the Client will choose one or more for further detailing</p> <p>(b) Provide detailed description of selected concept(s) in the form of an invention disclosure as attached hereto</p> <p>[REDACTED]</p>
6. Commencement Date:	15/01/2018
7. Completion Date:	30/04/2018
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]																				
[REDACTED]	[REDACTED]																				
[REDACTED]	[REDACTED]																				
<p>ACCEPTED AND AGREED:</p> <table border="0"> <tr> <td colspan="2">Philip Morris Products S.A.:</td> <td colspan="2">CREAX PROJECTS NV:</td> </tr> <tr> <td>By: </td> <td>By: </td> <td>By: </td> <td>By: </td> </tr> <tr> <td>Name: <u>Olivier Raffi</u></td> <td>Name: <u>ETIENNE KERVAN</u></td> <td>Name: <u>Mathieu Mottrie</u></td> <td>Name: <u>Jef Vandenberghe</u></td> </tr> <tr> <td>Title: <u>Authorized Signatory</u></td> <td>Title: <u>DIRECTOR IP</u></td> <td>Title: <u>Managing Partner-CEO</u></td> <td>Title: <u>Managing Partner</u></td> </tr> <tr> <td>Date: <u>January 25, 2018</u></td> <td>Date: <u>25 Jan 2018</u></td> <td>Date: <u>23/01/18</u></td> <td>Date: <u>23/01/18</u></td> </tr> </table>		Philip Morris Products S.A.:		CREAX PROJECTS NV:		By: 	By: 	By: 	By: 	Name: <u>Olivier Raffi</u>	Name: <u>ETIENNE KERVAN</u>	Name: <u>Mathieu Mottrie</u>	Name: <u>Jef Vandenberghe</u>	Title: <u>Authorized Signatory</u>	Title: <u>DIRECTOR IP</u>	Title: <u>Managing Partner-CEO</u>	Title: <u>Managing Partner</u>	Date: <u>January 25, 2018</u>	Date: <u>25 Jan 2018</u>	Date: <u>23/01/18</u>	Date: <u>23/01/18</u>
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Date: <u>January 25, 2018</u>	Date: <u>25 Jan 2018</u>	Date: <u>23/01/18</u>	Date: <u>23/01/18</u>																		

Confidential

Appendix 1
Invention Disclosure Record

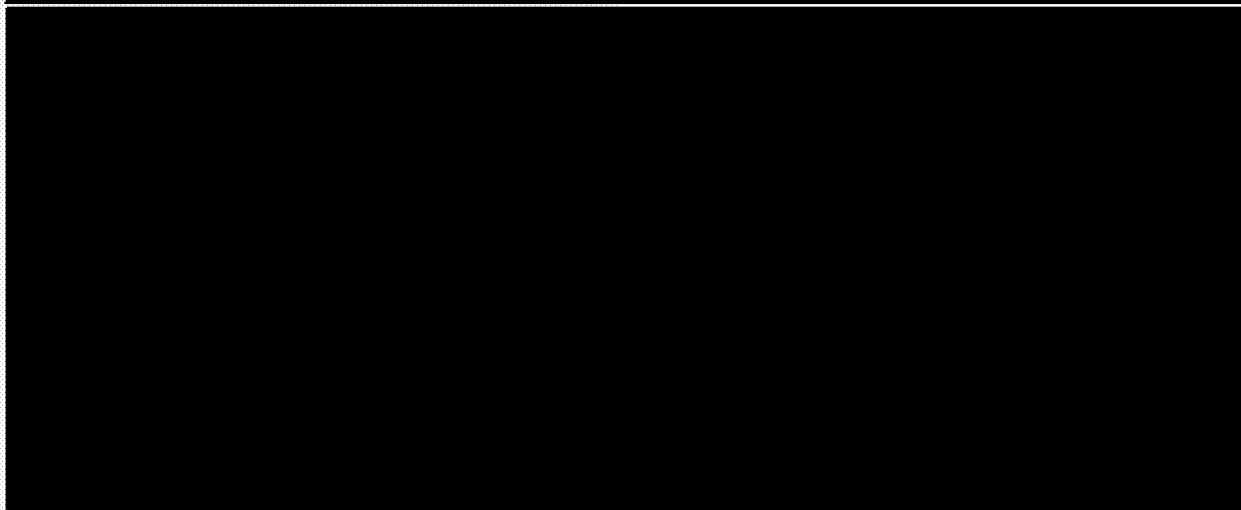
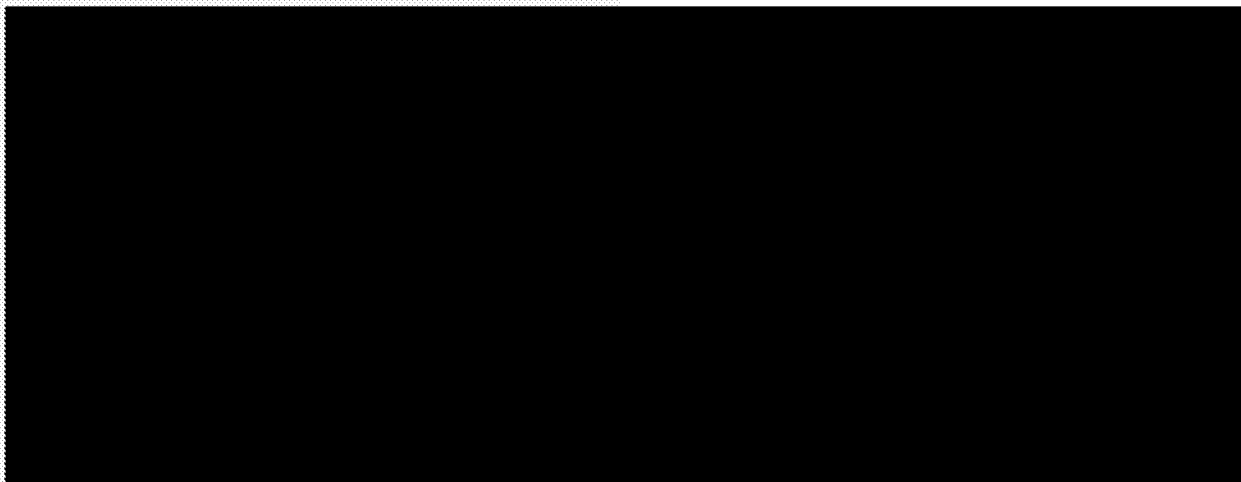
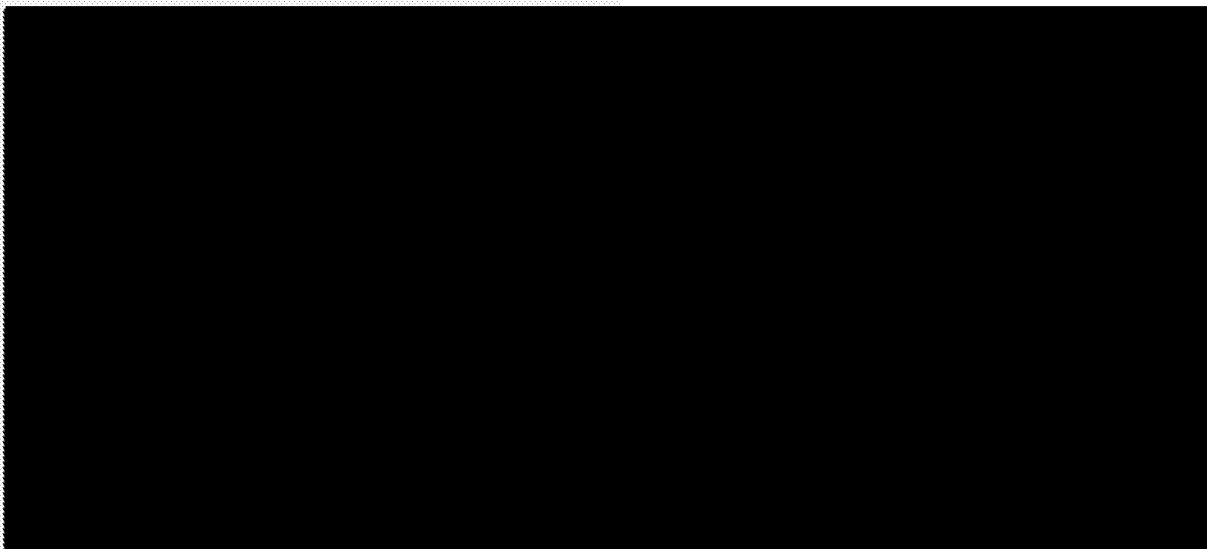


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Confidential

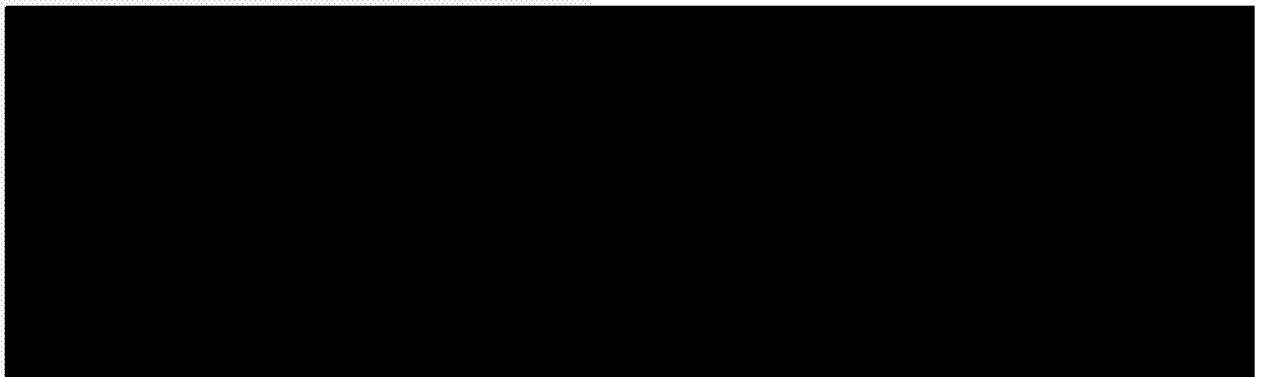
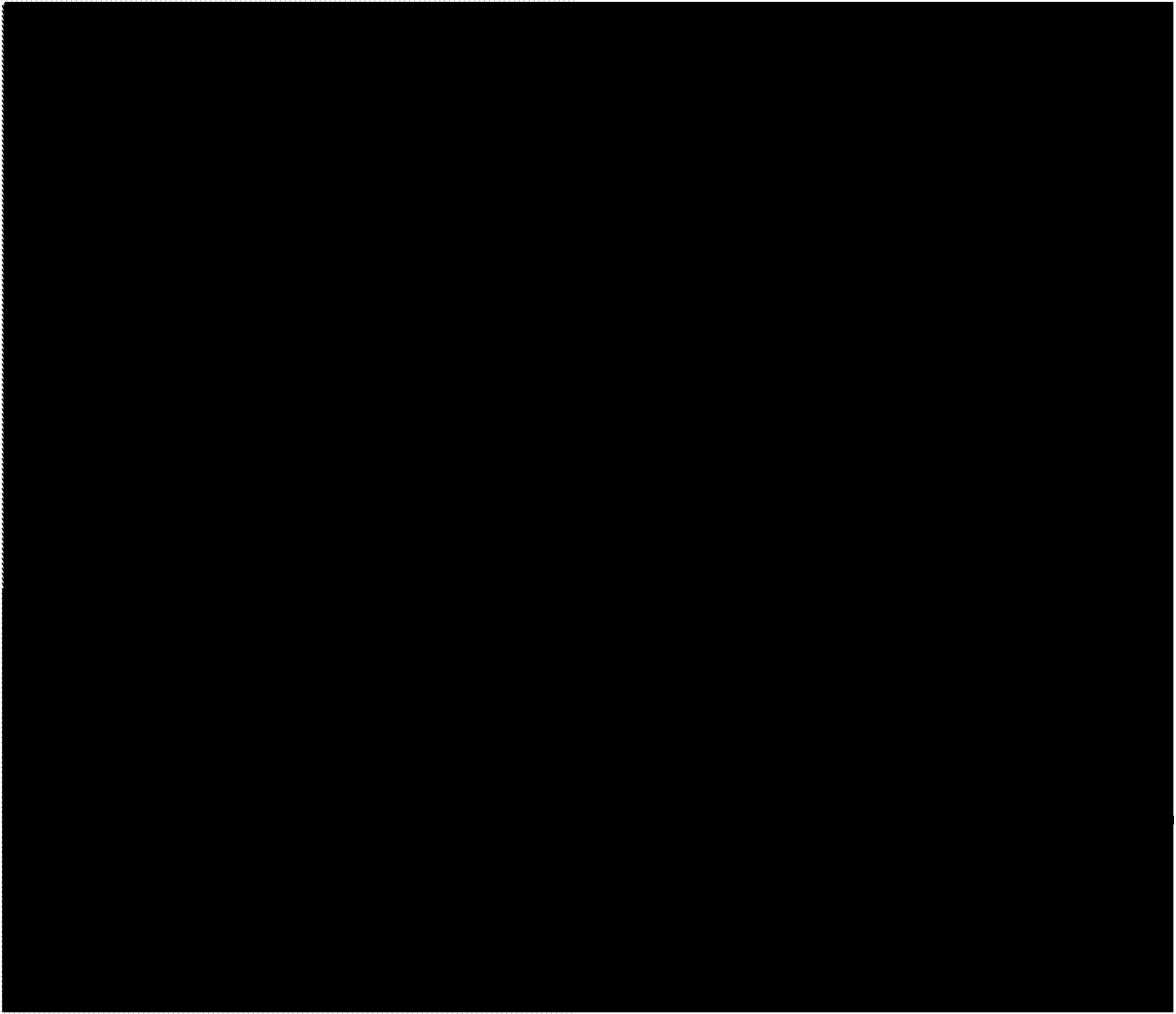


✓ B [Signature]

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REEL: 058959 FRAME: 0272

Confidential



Handwritten signature and initials in black ink. The signature is on the right, and the initials are on the left, with a small arrow pointing to them.

PATENT
REEL: 058959 FRAME: 0273

Doc Code: Oath

Document Description: Oath or declaration filed

**SUBSTITUTE STATEMENT IN LIEU OF AN OATH OR DECLARATION FOR UTILITY
OR DESIGN PATENT APPLICATION (35 U.S.C. 115(d) AND 37 CFR 1.64)**

Title of Invention	AEROSOL-GENERATING DEVICE WITH PLANAR HEATER		
This statement is directed to:			
<input type="checkbox"/> The attached application, OR <input checked="" type="checkbox"/> United States application or PCT international application number <u>16/973,550</u> filed on <u>12/09/2020</u>			
LEGAL NAME of inventor to whom this substitute statement applies:			
(E.g., Given Name (first and middle (if any)) and Family Name or Surname)			
Pieter VAN LANCKER			
Residence (except for a deceased or legally incapacitated inventor):			
Kortrijk City		BE Country	
Mailing Address (except for a deceased or legally incapacitated inventor):			
Walle 113			
Kortrijk City		8500 Zip	BE Country
I believe the above-named inventor or joint inventor to be the original inventor or an original joint inventor of a claimed invention in the application. The above-identified application was made or authorized to be made by me. I hereby acknowledge that any willful false statement made in this statement is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.			
Relationship to the inventor to whom this substitute statement applies:			
<input type="checkbox"/> Legal Representative (for deceased or legally incapacitated inventor only), <input type="checkbox"/> Assignee, <input checked="" type="checkbox"/> Person to whom the inventor is under an obligation to assign, <input type="checkbox"/> Person who otherwise shows a sufficient proprietary interest in the matter (petition under 37 CFR 1.46 is required), or <input type="checkbox"/> Joint Inventor.			

SUBSTITUTE STATEMENT

Circumstances permitting execution of this substitute statement:

- ☐ Inventor is deceased,
☐ Inventor is under legal incapacity,
☒ Inventor cannot be found or reached after diligent effort, or
☐ Inventor has refused to execute the oath or declaration under 37 CFR 1.63.

If there are joint inventors, please check the appropriate box below:

- ☒ An application data sheet under 37 CFR 1.76 (PTO/AIA/14 or equivalent) naming the entire inventive entity has been or is currently submitted.

OR

- ☐ An application data sheet under 37 CFR 1.76 (PTO/AIA/14 or equivalent) has not been submitted. Thus, a Substitute Statement Supplemental Sheet (PTO/AIA/11 or equivalent) naming the entire inventive entity and providing inventor information is attached. See 37 CFR 1.64(b).

PERSON EXECUTING THIS SUBSTITUTE STATEMENT:

Name:

Date (Optional):

Signature:

APPLICANT NAME AND TITLE OF PERSON EXECUTING THIS SUBSTITUTE STATEMENT:

If the applicant is a juristic entity, list the applicant name and the title of the signer:

Applicant Name: Philip Morris Products S.A.

Mikkjal Guliklett

Senior Counsel Patents

Title of Person Executing

This Substitute Statement:

Philip Morris Products S.A.

Anke Taenzer

Manager

Philip Morris Products SA

The signer, whose title is supplied above, is authorized to act on behalf of the applicant.

Residence of the signer (unless provided in an application data sheet, PTO/AIA/14 or equivalent):

Neuchatel

City

State

CH

Country

Mailing Address of the signer (unless provided in an application data sheet, PTO/AIA/14 or equivalent):

Quai Jeanrenaud 3

Neuchatel

City

State

CH-2000

Zip

CH

Country

Note: Use an additional PTO/AIA/02 form for each inventor who is deceased, legally incapacitated, cannot be found or reached after diligent effort, or has refused to execute the oath or declaration under 37 CFR 1.63.