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SUPERINTENDENCIA DE INDUSTRIA Y COMERCIO



No. 12-075914- -00002-0000

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Act. 329 CTOINFORMACION Folios: 7

Señor Director
DIRECCION DE NUEVAS CREACIONES
Superintendencia de Industria y Comercio
E. S. D.

Trámite : 011
Evento : 378
Actuación : 329

Referencia : Expediente No. 12.075.914
Asunto : Solicitud de patente para: **GENERADOR DE AEROSOL QUE INCLUYE UNA FECHA DE MULTIPLES COMPONENTES**
Solicitante : **PHILIP MORRIS PRODUCTS S.A.**
Clase : A61L 009/003, A61M 001/020, A61M 011/004
Fecha de solicitud : 09 de mayo de 2012

Yo, Luz Clemencia de PAEZ, en mi condición de apoderada de la sociedad solicitante, **PHILIP MORRIS PRODUCTS S.A.**, me permito presentar junto con este memorial, dos(2) documentos en que constan las cesiones del derecho a la patente efectuadas por los inventores en favor de la sociedad **PHILIP MORRIS PRODUCTS S.A.**, junto con su correspondiente traducción al español.

De acuerdo con lo anterior, comedidamente solicito a Usted proseguir con el trámite de este asunto.

Señor Director,


LUZ CLEMENCIA DE PAEZ
C.C. 35.456.344 de Usaquén
T.P.A. No. 23.555

005
COLO-12770-0841-064-3
NCA\SCT\ID-228610\WPC12770
No. M-2012-228610\NCA

NIT. 860.041.367-3

PM2281 UTIL
Buchanan Ingersoll & Rooney PC
Attorney Docket Nos. 1021238-000763

ASSIGNMENT
(JOINT)

THIS ASSIGNMENT, by 1) Zuyin Yang and 2) Susan E. Wrenn (hereinafter referred to as "the Assignors"), residing at 1) 1413 Goswick Ridge Road, Midlothian, VA 23114 and 2) 12130 Ivey Mill Road, Chesterfield, VA 23838, respectively, witnesseth:

WHEREAS, the Assignors have made certain new and useful inventions in AEROSOL GENERATOR INCLUDING MULTI-COMPONENT WICK set forth in applications for Letters Patent of the United States of America, [] having an oath or declaration executed on even date herewith; [X] bearing Serial Nos. 12/576,951, 12/791,407, 13/008,563, and filed on October 9, 2009, June 1, 2010, January 18, 2011; and

WHEREAS, PHILIP MORRIS USA INC., a corporation duly organized under and pursuant to the laws of the State of Virginia and having an office and place of business at 6601 West Broad Street, Richmond, VA 23230, is desirous of acquiring the entire right, title, and interest in and to the inventions for the United States and the application for Letters Patent of the United States, and in and to any United States Letters Patent or Patents, to be obtained therefor and thereon; and

WHEREAS, PHILIP MORRIS PRODUCTS S.A. (formerly known as Fabriques de Tabac Reunies S.A.), a corporation organized and existing under the laws of Switzerland and having an office and place of business at Quai Jeanrenaud 3, CH-2000, Neuchâtel, Switzerland, is desirous of acquiring the entire right, title, and interest in and to the inventions for countries foreign to the United States, and in and to any foreign patent applications, and in and to any foreign Letters Patent or Patents to be obtained therefor and thereon; and

NOW, THEREFORE, be it known that for and in consideration of the sum of One Dollar (\$1.00) to each of us paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

ASSIGNMENT OF
UNITED STATES PATENT RIGHTS

We do hereby sell, assign and transfer unto PHILIP MORRIS USA INC., its successors, assigns and legal representatives, all right, title, and interest in and to the inventions, for the United States, and in and to the United States patent application, including any continuations and divisions thereof, and any substitute applications therefor and any United States patents which may issue thereon and any reissues and extensions of the same; and we hereby authorize and request the Commissioner of Patents to grant and issue any and all patents on the inventions in the United States to PHILIP MORRIS USA INC. as the assignee thereof.

ASSIGNMENT OF
FOREIGN PATENT RIGHTS

Further in view of the consideration hereinabove referred to, we do hereby sell, assign, and transfer unto PHILIP MORRIS PRODUCTS S.A., its successors, assigns and legal representatives, all right, title and interest in and to the inventions for all countries foreign to the United States, including the right to claim priority under the International Convention based on the United States patent application, and in and to any foreign patent application, including renewals, revivals, continuations and divisions thereof, and any substitute applications therefor, and any foreign patents which may issue thereon, and any reissues and extensions of the same; and we hereby authorize and request competent authorities to grant and issue any and all patents on the inventions in any foreign country to PHILIP MORRIS PRODUCTS S.A. as the assignee thereof.

We further agree to execute upon request of the assignee PHILIP MORRIS USA INC. such additional documents, if any, as are necessary and proper to secure patent protection on the inventions in the United States, and to execute upon request of assignee PHILIP MORRIS PRODUCTS S.A. such additional documents, if any, as are necessary and proper to secure patent protection on the inventions in countries foreign to the United States, and to otherwise give full effect to and perfect the rights of the assignee PHILIP MORRIS USA INC. in the United States and of assignee PHILIP MORRIS PRODUCTS S.A. in countries foreign to the United States.

AND for the same consideration, the Assignors hereby covenant and agree to and with the assignees, their successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignors are the sole and lawful owners of the entire right, title, and interest in and to the inventions and any and all applications for Letters Patent above-mentioned, and that the same are unencumbered, and that the Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignors hereby covenant and agree to and with the assignees, their successors, legal representatives, and assigns, that the Assignors will, whenever counsel of the assignees, or counsel of their successors, legal representatives, and assigns, shall advise that any proceeding in connection with the inventions or any and all applications for Letters Patent, or any proceeding in connection with Letters Patent for the inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation, or continuation-in-part of any application for Letters Patent, or any reissue or extension of any Letters Patent to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement, and defense of Letters Patent for the inventions, without charge to the assignees, their successors, legal representatives, and assigns, but at the cost and expense of the assignees, their successors, legal representatives, and assigns;

IN TESTIMONY THEREOF, we have hereunto signed our names on the dates hereinafter indicated:

Date 3/30/2012

Name of Assignor

Zuyin Yang
Zuyin Yang

STATE OF VIRGINIA)

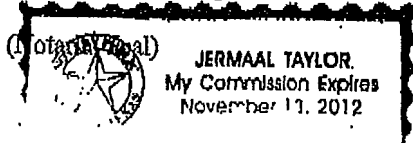
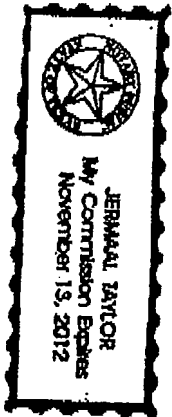
: ss

CITY OF RICHMOND)

On this 30th day of March, 2012, appeared before me in person the above-named individual, and acknowledged the above to be his signature and that he signed, sealed and delivered the above instrument as his voluntary act and deed, and for the uses and purposes therein set forth.

My Commission Expires: November 13, 2012

[Signature]
NOTARY PUBLIC



Date _____

Name of Assignor

Susan E. Wrenn
(John Wrenn signing on behalf of
Susan E. Wrenn as Legal
Representative)

STATE OF VIRGINIA)

: ss

CITY OF RICHMOND)

On this _____ day of _____, 2012, appeared before me in person the above-named individual, and acknowledged the above to be his signature and that he signed, sealed and delivered the above instrument as his voluntary act and deed, and for the uses and purposes therein set forth.

My Commission Expires;

NOTARY PUBLIC

(Notarial Seal)

ASSIGNMENT
(JOINT)

THIS ASSIGNMENT, by 1) Zuyin Yang and 2) Susan E. Wrenn (hereinafter referred to as "the Assignors"), residing at 1) 1413 Goswick Ridge Road, Midlothian, VA 23114 and 2) 12130 Ivey Mill Road, Chesterfield, VA 23838, respectively, witnesseth:

WHEREAS, the Assignors have made certain new and useful inventions in AEROSOL GENERATOR INCLUDING MULTI-COMPONENT WICK set forth in applications for Letters Patent of the United States of America, [] having an oath or declaration executed on even date herewith; [X] bearing Serial Nos. 12/576,951, 12/791,407, 13/008,563, and filed on October 9, 2009, June 1, 2010, January 18, 2011; and

WHEREAS, PHILIP MORRIS USA INC., a corporation duly organized under and pursuant to the laws of the State of Virginia and having an office and place of business at 6601 West Broad Street, Richmond, VA 23230, is desirous of acquiring the entire right, title, and interest in and to the inventions for the United States and the application for Letters Patent of the United States, and in and to any United States Letters Patent or Patents, to be obtained therefor and thereon; and

WHEREAS, PHILIP MORRIS PRODUCTS S.A. (formerly known as Fabriques de Tabac Reunies S.A.), a corporation organized and existing under the laws of Switzerland and having an office and place of business at Quai Jeanrenaud 3, CH-2000, Neuchâtel, Switzerland, is desirous of acquiring the entire right, title, and interest in and to the inventions for countries foreign to the United States, and in and to any foreign patent applications, and in and to any foreign Letters Patent or Patents to be obtained therefor and thereon; and

NOW, THEREFORE, be it known that for and in consideration of the sum of One Dollar (\$1.00) to each of us paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

ASSIGNMENT OF
UNITED STATES PATENT RIGHTS

We do hereby sell, assign and transfer unto PHILIP MORRIS USA INC., its successors, assigns and legal representatives, all right, title, and interest in and to the inventions, for the United States, and in and to the United States patent application, including any continuations and divisions thereof, and any substitute applications therefor and any United States patents which may issue thereon and any reissues and extensions of the same; and we hereby authorize and request the Commissioner of Patents to grant and issue any and all patents on the inventions in the United States to PHILIP MORRIS USA INC. as the assignee thereof.

ASSIGNMENT OF
FOREIGN PATENT RIGHTS

Further in view of the consideration hereinabove referred to, we do hereby sell, assign, and transfer unto PHILIP MORRIS PRODUCTS S.A., its successors, assigns and legal representatives, all right, title and interest in and to the inventions for all countries foreign to the United States, including the right to claim priority under the International Convention based on the United States patent application, and in and to any foreign patent application, including renewals, revivals, continuations and divisions thereof, and any substitute applications therefor, and any foreign patents which may issue thereon, and any reissues and extensions of the same; and we hereby authorize and request competent authorities to grant and issue any and all patents on the inventions in any foreign country to PHILIP MORRIS PRODUCTS S.A. as the assignee thereof.

We further agree to execute upon request of the assignee PHILIP MORRIS USA INC. such additional documents, if any, as are necessary and proper to secure patent protection on the inventions in the United States, and to execute upon request of assignee PHILIP MORRIS PRODUCTS S.A. such additional documents, if any, as are necessary and proper to secure patent protection on the inventions in countries foreign to the United States, and to otherwise give full effect to and perfect the rights of the assignee PHILIP MORRIS USA INC. in the United States and of assignee PHILIP MORRIS PRODUCTS S.A. in countries foreign to the United States.

AND for the same consideration, the Assignors hereby covenant and agree to and with the assignees, their successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignors are the sole and lawful owners of the entire right, title, and interest in and to the inventions and any and all applications for Letters Patent above-mentioned, and that the same are unencumbered, and that the Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignors hereby covenant and agree to and with the assignees, their successors, legal representatives, and assigns, that the Assignors will, whenever counsel of the assignees, or counsel of their successors, legal representatives, and assigns, shall advise that any proceeding in connection with the inventions or any and all applications for Letters Patent, or any proceeding in connection with Letters Patent for the inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation, or continuation-in-part of any application for Letters Patent, or any reissue or extension of any Letters Patent to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement, and defense of Letters Patent for the inventions, without charge to the assignees, their successors, legal representatives, and assigns, but at the cost and expense of the assignees, their successors, legal representatives, and assigns;

IN TESTIMONY THEREOF, we have hereunto signed our names on the dates hereinafter indicated:

Date _____ Name of Assignor Zuyin Yang

STATE OF VIRGINIA)
: ss
CITY OF RICHMOND)

On this _____ day of _____, 2012, appeared before me in person the above-named individual, and acknowledged the above to be his signature and that he signed, sealed and delivered the above instrument as his voluntary act and deed, and for the uses and purposes therein set forth.

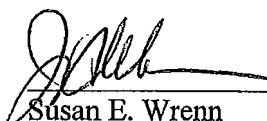
My Commission Expires:

NOTARY PUBLIC

(Notarial Seal)

Date 3-27-12

Name of Assignor



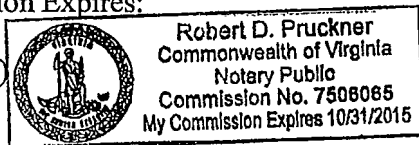
Susan E. Wrenn
(John Wrenn signing on behalf of
Susan E. Wrenn as Legal
Representative)

STATE OF VIRGINIA)
: ss
CITY OF RICHMOND)

On this 27 day of MARCH, 2012, appeared before me in person the above-named individual, and acknowledged the above to be his signature and that he signed, sealed and delivered the above instrument as his voluntary act and deed, and for the uses and purposes therein set forth.

My Commission Expires:

(Notarial Seal)





NOTARY PUBLIC

TRADUCCIÓN SIMPLE AL ESPAÑOL, REALIZADA POR MELISSA AGUDELO MAGALHAES, DEL SIGUIENTE DOCUMENTO, ESCRITO ORIGINALMENTE EN INGLÉS.

PM2281 UTIL

Buchanan Ingersoll & Rooney PC

Número de Expediente de Apoderado 1021238-000763

CESIÓN
(CONJUNTA)

LA PRESENTE CESIÓN, por 1) Zuyin Yang y 2) Susan E. Wrenn (en adelante “los Cedentes”), domiciliados en 1) 1413 Goswick Ridge Road, Midlothian, VA 23114 y 2) 12130 Ivey Mill Road, Chesterfield, VA 23838, respectivamente, da testimonio de que:

Los Cedentes han hecho ciertas invenciones nuevas y útiles en un GENERADOR DE AEROSOLLES QUE INCLUYE UN PABILO DE COMPONENTES MÚLTIPLES, establecido en una solicitud de Patentes de los Estados Unidos de América, [] con juramento o declaración ejecutados en esa misma fecha; [X] con los Nos. de Serie 12/576.951, 12/791,407, 13/008.563, y radicados el 09 de octubre de 2009, el 01 de junio del 2010, el 18 de enero de 2011; y

PHILIP MORRIS USA INC., una compañía debidamente constituida bajo las leyes del Estado de Virginia, cuyas oficinas y lugar de negocios se encuentran localizadas en 6601 West Broad Street, Richmond, VA 23230, desea adquirir la totalidad de los derechos, títulos e intereses relacionados a las invenciones para los Estados Unidos y la solicitud de Patentes de los Estados Unidos, y todas y cualquiera de la(s) Patente(s) de los Estados Unidos que se obtengan para este efecto y en relación a las mismas; y

PHILIP MORRIS PRODUCTS S.A. (anteriormente conocida como Fabriques de Tabac Reunies S.A.), una compañía debidamente constituida bajo las leyes de Suiza, cuyas oficinas y lugar de negocios se encuentran localizadas en Quai Jeanrenaud 3, CH-2000, Neuchâtel, Suiza, desea adquirir la totalidad de los derechos, títulos e intereses relacionados a las invenciones para países extranjeros a los Estados Unidos, todas y cualquiera de las solicitudes de patente extranjeras, y cualquiera de la(s) Patente(s) extranjeras que se obtengan para este efecto y en relación a las mismas; y

En virtud de lo anterior, se deja constancia que, por y en consideración de la suma de Un Dólar (\$1.00) pagado a cada uno de nosotros y de las demás contraprestaciones a título oneroso, cuyo recibo y suficiencia se reconocen por la presente:

CESIÓN DE DERECHOS DE PATENTE DE ESTADOS UNIDOS

Vendemos, cedemos y transferimos a PHILIP MORRIS USA INC., sus sucesores, cesionarios y representantes legales, todos los derechos, títulos e intereses relacionados a las invenciones, para los Estados Unidos, relacionados a la solicitud de patentes de Estados Unidos, incluyendo toda continuación y división de las mismas, y solicitudes de patente sustitutas de las mismas, cualquier Patente de los Estados Unidos que se obtenga en relación a las mismas, así como cualquier reemisión o extensión de las mismas; y también autorizamos y solicitamos al Comisionado de Patentes que otorgue y expida todas y cualquiera de las patentes de invención de Estados Unidos a PHILIP MORRIS USA INC. como el Cesionario de las mismas.

CESIÓN DE DERECHOS DE PATENTES EXTRANJERAS

Adicionalmente, teniendo en cuenta las consideraciones anteriormente expuestas, vendemos, cedemos y transferimos a PHILIP MORRIS PRODUCTS S.A., sus sucesores, cesionarios y representantes legales, todos los derechos, títulos e intereses relacionados a las invenciones para todos los países extranjeros a los Estados Unidos, incluyendo el derecho a reivindicar prioridad bajo la Convención Internacional, con base en la solicitud de patentes de Estados Unidos, y en relación a todas las solicitudes extranjeras de patentes, incluyendo toda renovación, restablecimiento, continuación y división de las mismas, cualquier solicitud de patente sustituta de las mismas y cualquier patente extranjera que se pueda emitir al respecto, así como cualquier reemisión o extensión de las mismas; por otro lado, autorizamos y solicitamos a las autoridades competentes que otorguen y expidan todas y cualquiera de las patentes de invención en cualquier país extranjero a PHILIP MORRIS PRODUCTS S.A. como el Cesionario de las mismas.

Por otra parte, nos comprometemos a otorgar, a solicitud del Cesionario PHILIP MORRIS USA INC. cuantos documentos adicionales sean necesarios y apropiados para garantizar la protección de las patentes de invenciones en los Estados Unidos, y a otorgar, a solicitud del Cesionario PHILIP MORRIS PRODUCTS S.A. cuantos documentos adicionales sean necesarios y apropiados para garantizar la protección de las patentes de invenciones en los países extranjeros a los Estados Unidos, y acordamos dar pleno cumplimiento a y perfeccionar los derechos del Cesionario PHILIP MORRIS USA INC. en los Estados Unidos y del Cesionario PHILIP MORRIS PRODUCTS S.A. en los países extranjeros a los Estados Unidos.

ADICIONALMENTE y por las mismas consideraciones, los Cedentes pactan y acuerdan para y con los cesionarios, sus sucesores, representantes legales y cesionarios, que, en el momento de ejecución y entrega del presente documento, los Cedentes son los propietarios únicos y legítimos de todos los derechos, títulos e intereses relacionados a las invenciones, así como todas y cualquiera de las Patentes mencionadas anteriormente, que las mismas se encuentran libres de gravamen y que los Cedentes cuentan con pleno derecho

y autoridad legal para vender y traspasar dichas patentes de la manera establecida en la presente;

ADICIONALMENTE y por las mismas consideraciones, los Cedentes pactan y acuerdan para y con los cesionarios, sus sucesores, representantes legales y cesionarios, que, siempre que el abogado de los cesionarios, o el abogado de sus sucesores, representantes legales o cesionarios aconseje que cualquier procedimiento en relación con las invenciones, o todas y cualquiera de las solicitudes de Patente, o cualquier procedimiento en relación a patentes para invenciones en cualquier país, incluyendo procedimientos de interferencia, es legítimo y deseable, o que cualquier división, continuación o continuación parcial de cualquier solicitud de Patente, o que cualquier reemisión o extensión de cualquier patente que se obtenga al respecto es legítima y deseable, los Cedentes firmarán todos los papeles y documentos, prestarán los juramentos legales y realizarán todos los actos necesarios o requeridos para la adquisición, mantenimiento, aplicación y defensa de las Patentes de las invenciones, sin cargo alguno para los cesionarios, sus sucesores, representantes legales y cesionarios, pero a costas y expensas de los cesionarios, sus sucesores, representantes legales y cesionarios,

EN FE DE LO CUAL, celebramos el presente documento en las fechas indicadas a continuación:

Fecha	30/03/2012	Nombre del Cedente	Firma: Zuyin Yang
			Zuyin Yang

ESTADO DE VIRGINIA)

: ss

CIUDAD DE RICHMOND)

Este día 30 de marzo del 2012 compareció personalmente ante mí el individuo antes mencionado, y reconoció la anterior firma como la propia, y que firmó, selló y entregó el

anterior instrumento como un acto libre y voluntario, y para los fines y propósitos establecidos en el mismo.

Nombramiento válido hasta: 13 de Firma: (ilegible)
noviembre de 2012 NOTARIO PÚBLICO

(Sello Notarial)

SELLO: JERMAAL TAYLOR. Mi comisión vence el 13 de noviembre de 2012

A continuación aparece texto idéntico de documento de cesión con la fecha y firma indicados a continuación:

Fecha	27-03-12	Nombre del Cedente	Firma: Ilegible Susan E. Wrenn (John Wrenn firma en nombre de Susan W. Wrenn como Representante Legal)
--------------	----------	---------------------------	--

ESTADO DE VIRGINIA)
: ss
CIUDAD DE RICHMOND)

Este día 27 de marzo del 2012 compareció personalmente ante mí el individuo antes mencionado, y reconoció la anterior firma como la propia, y que firmó, selló y entregó el anterior instrumento como un acto libre y voluntario, y para los fines y propósitos establecidos en el mismo.

Nombramiento válido hasta:

Firma: (ilegible)

NOTARIO PÚBLICO

(Sello Notarial)

SELLO: Robert D. Pruckner. Commonwealth de Virginia. Notario Público. Comisión No. 7506065. Mi comisión vence el 31/10/2015

MAM\MAM\ID-228336\WPC12770