

07-20-1998

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ORDINATION

Atty. Docket: 2105.2007

To the Commissioner of Patents

100767861

original documents or copy thereof.

1. Name of conveying party(ies):

Patrick Gilmore

Additional name(s) of conveying party(ies) attached?

Yes  No

Nature of conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: April 14, 1998

2. Name and address of receiving party(ies):

Name: PepsiCo, Inc.

Foreign Address: \_\_\_\_\_

Domestic Address: 700 Anderson Hill Road

City: Purchase State NY ZIP 10577

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or patent number(s): 09/038,689

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application Number: 09/038,689

Filing Date: March 9, 1998

B. Title of Invention:

HYBRID BEVERAGE CONTAINER

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Fitzpatrick, Cella, Harper & Scinto

30 Rockefeller Plaza

New York, New York 10112-3801

Telephone No.: (212) 218-2100

Facsimile No.: (212) 218-2200

6. Number of applications and patents involved:

One

7. Total fee (37 CFR 3.41): . . \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number (for deficiency or excess)

06-1205

(Attach duplicate copy of this page if paying by deposit account):

07/17/1998 **DNGUYEN 00000116 09038689**

01 FC:581

40.00 OP

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and the attached is the original document or is a true copy of the original document.*

Pasquale A. Razzano

Name of Person Signing

Signature

July 13, 1998

Date

Total number of pages including cover sheet, attachments, and documents: 6

## **ASSIGNMENT**

FOR VALUE RECEIVED, WE ANDRZEJ SKOSKIEWICZ, ELISHA TAL, RICKSON SUN, PATRICK GILMORE, SAID FARHA, EILEEN BRAVMANN, ROBY STANCEL, SCOTT STROPKAY, AXEL UNGER, GARY SHIGERU NATSUME, ROBERT C. MEYER AND ADRIANA COLOMBO

citizens of United States, Israel, United States, United States, United States, United States, Germany, United States, Austria, Japan, United States, and United States

residing, respectively, at 925 Oak Lane, Apt. #3, Menlo Park, CA 94025; 150-A Manchester St., San Francisco, CA 94110; 2468 Cowper St., Palo Alto, CA 94301; P.O. Box 171142, Memphis, TN 38187; 30 Lori Lane, Chappaqua, NY 10514; 7 Benedict Rd., South Salem, NY 10590; 3865 Page Mill Road, Los Altos Hills, CA 94022; 173 Rockland Road, Carlisle, MA 01741; 60 Commonwealth Avenue, Boston, MA 02116; 1716 The Roseway, Room 6, San Jose, CA 95126; 154 Cheese Spring Rd., Wilton, CT 06897; and 4 Jeremy Drive, New Fairfield, CT 06812

hereby sell, assign, transfer and convey unto PepsiCo , Inc.

a corporation of North Carolina

having a place of business at 700 Anderson Hill Road, Purchase, New York 10577

its successors, assigns and legal representatives (hereinafter called the "Assignee"), the entire right, title and interest, for all countries, in and to certain inventions relating to HYBRID BEVERAGE CONTAINER

and described in an application for Letters Patent of the United States previously executed by us, Serial No. \_\_\_\_\_, filed (Attorney Docket No. 2105.2007)

and in and to said application, and all divisions, renewals and continuations thereof, and all Letters Patent of the United States which may be granted, thereon, and all reissues and extensions thereof, and all applications for Letters Patent or other grants of protection of proprietary rights including, but not limited to, inventor's certificate, utility model, utility certificate, patent of importation, registration of patent and industrial design registration which may be filed, and which may be granted, upon said inventions in any countries or regions foreign to the United States, and all reissues, renewals and extensions thereof; and we hereby authorize and request the Commissioner for Patents and Trademarks of the United States, and all officials of countries or regions foreign to the United States having authority so to do, to issue all such Letters Patent or other grants of protection upon said inventions to the Assignee or to such nominees as it may designate.

AND we authorize and empower the said Assignee or nominees to invoke and claim for any application for such Letters Patent or other grants of protection for said inventions filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by a convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from us.

AND we hereby consent that a copy of this assignment shall be deemed a full and formal equivalent of any assignment, consent to file or like document which may be required in any country or region for any purpose and more particularly in proof of the right of the said Assignee or nominees to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

AND we hereby covenant that we have the full right to convey the entire right, title and interest herein assigned and that we have not executed and will not execute any agreement in conflict herewith.

AND we hereby covenant and agree that we will communicate to said Assignee or nominees all facts known to us pertaining to said inventions, and testify in all legal proceedings, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and declarations and in general perform all lawful acts necessary or proper to aid said Assignee or nominees in obtaining, maintaining and enforcing all lawful patent or other grants of protection of said inventions in any and all countries and regions.



STATE OF )  
 ) ss.:  
COUNTY OF )

On this day of , 19 , before me personally appeared Andrzej Skoskiewicz  
to me known and known to me to be the individual described in and who executed the foregoing instrument, and who thereupon  
acknowledged to me that executed the same for the purposes therein set forth.

(Seal)

\_\_\_\_\_  
Notary Public  
(Notary Stamp)

STATE OF )  
 ) ss.:  
COUNTY OF )

On this day of , 19 , before me personally appeared Elisha Tal  
to me known and known to me to be the individual described in and who executed the foregoing instrument, and who thereupon  
acknowledged to me that executed the same for the purposes therein set forth.

(Seal)

\_\_\_\_\_  
Notary Public  
(Notary Stamp)

STATE OF )  
 ) ss.:  
COUNTY OF )

On this day of , 19 , before me personally appeared Rickson Sun  
to me known and known to me to be the individual described in and who executed the foregoing instrument, and who thereupon  
acknowledged to me that executed the same for the purposes therein set forth.


(Seal)

\_\_\_\_\_  
Notary Public  
(Notary Stamp)

STATE OF Tennessee )  
 ) ss.:  
COUNTY OF Shelby )

On this 14<sup>th</sup> day of April , 1998 before me personally appeared Patrick Gilmore  
to me known and known to me to be the individual described in and who executed the foregoing instrument, and who thereupon  
acknowledged to me that executed the same for the purposes therein set forth.

(Seal)

  
\_\_\_\_\_  
Notary Public  
(Notary Stamp)

**My Commission Expires Oct. 11, 2000**

STATE OF )  
 ) ss.:  
COUNTY OF )

On this day of , 19 , before me personally appeared Said Farha  
to me known and known to me to be the individual described in and who executed the foregoing instrument, and who thereupon  
acknowledged to me that executed the same for the purposes therein set forth.

(Seal) \_\_\_\_\_  
Notary Public  
(Notary Stamp)

STATE OF )  
 ) ss.:  
COUNTY OF )

On this day of , 19 , before me personally appeared Eileen Bravmann  
to me known and known to me to be the individual described in and who executed the foregoing instrument, and who thereupon  
acknowledged to me that executed the same for the purposes therein set forth.

(Seal) \_\_\_\_\_  
Notary Public  
(Notary Stamp)

STATE OF )  
 ) ss.:  
COUNTY OF )

On this day of , 19 , before me personally appeared Roby Stancel  
to me known and known to me to be the individual described in and who executed the foregoing instrument, and who thereupon  
acknowledged to me that executed the same for the purposes therein set forth.

(Seal) \_\_\_\_\_  
Notary Public  
(Notary Stamp)

STATE OF )  
 ) ss.:  
COUNTY OF )

On this day of , 19 , before me personally appeared Scott Stropkay  
to me known and known to me to be the individual described in and who executed the foregoing instrument, and who thereupon  
acknowledged to me that executed the same for the purposes therein set forth.

(Seal) \_\_\_\_\_  
Notary Public  
(Notary Stamp)

STATE OF )  
 ) ss.:  
COUNTY OF )

On this day of , 19 , before me personally appeared Alex Unger

to me known and known to me to be the individual described in and who executed the foregoing instrument, and who thereupon acknowledged to me that executed the same for the purposes therein set forth.

(Seal)

\_\_\_\_\_  
Notary Public  
(Notary Stamp)

STATE OF )  
 ) ss.:  
COUNTY OF )

On this day of , 19 , before me personally appeared Gary Shigeru

to me known and known to me to be the individual described in and who executed the foregoing instrument, and who thereupon acknowledged to me that executed the same for the purposes therein set forth.

(Seal)

\_\_\_\_\_  
Notary Public  
(Notary Stamp)

STATE OF )  
 ) ss.:  
COUNTY OF )

On this day of , 19 , before me personally appeared Robert C. Meyer

to me known and known to me to be the individual described in and who executed the foregoing instrument, and who thereupon acknowledged to me that executed the same for the purposes therein set forth.

(Seal)

\_\_\_\_\_  
Notary Public  
(Notary Stamp)

(Joint Inventors)

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