

08-09-2000



PATENT APPLICATION
DOCKET NO.: RC201386

101426150

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

RECORDATION FORM COVER SHEET - PATENTS



7-6-00

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy thereof relating to the above-identified case.

1. Name of conveying party(ies): Herbst Lazar Bell

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

Name: The Coca-Cola Company
Address: One Coca-Cola Plaza NW, Atlanta, Georgia 30313

3. Nature of conveyance: Assignment

Execution Date: June 27, 2000

4. If this document is being filed together with a new application, the execution date of the application is .

A. Patent Application No. 29/120,988 B. Patent No.

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

Name: Michael V. Kruljac
Address: The Coca-Cola Company Customer No. 021589
P. O. Box 1734
Atlanta, Georgia 30301

6. Total number of applications and patents involved: 1

7. Total Fee (37 CFR 3.41) \$40.00

8. authorized to be charged to Deposit Account No. 03-2320

DO NOT USE THIS SPACE

9. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

6/30/00
Date

Michael V. Kruljac
Michael V. Kruljac

Total number of pages including cover sheet, attachments, and document: 3

ASSIGNMENT

WHEREAS, Herbst Lazar Bell, a corporation organized and existing under and by virtue of the laws of the State of Massachusetts, having an office at 61 Hickory Dr., Waltham, MA 02451 U.S.A., hereinafter referred to as "ASSIGNOR," has acquired by assignment dated 6/24 & 6/27/00 from the co-inventors Charles C. Keane and Gustavo Fontana, their entire right, title and interest in and to new and useful or ornamental discoveries and/or improvements in or relating to

BEVERAGE DISPENSER,

hereinafter referred to as "INVENTION," and to an application thereon for Letters Patent in the United States of America, hereinafter referred to as "APPLICATION," which has been filed on March 28, 2000 under Serial No. 29/120,988;

WHEREAS, THE COCA-COLA COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Delaware, having an office at One Coca-Cola Plaza, N.W., Atlanta, Georgia 30313 U.S.A., hereinafter referred to as "COMPANY," is desirous of acquiring the entire right, title and interest in and to said INVENTION and APPLICATION;

NOW THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States of America and other good and valuable consideration to it, in hand paid, the receipt of and sufficiency whereof are hereby acknowledged, ASSIGNOR, has sold, assigned and transferred and does hereby sell, assign and transfer unto COMPANY, its successors and assigns, its entire right, title and interest in and to INVENTION and APPLICATION assigned to it, including the right to apply for any Letters Patent thereon in the United States of America and in all other countries, including the right to claim the priority of the date of filing of any applications in the United States of America and in all other countries and including all continuations, divisionals, extensions, invention registrations, inventors' certificates, petty patents, re-examinations, registrations, reissues, renewals, revalidations, substitutes, utility models and the like corresponding thereto, to the full end of the term or terms of such Letters Patent, the same to be held and enjoyed by COMPANY, its successors and assigns the same as it would have been held and enjoyed by ASSIGNOR if this assignment and sale had not been made.

ASSIGNOR hereby authorizes and requests the United States Commissioner of Patents and Trademarks and equivalent official in all other countries to issue all such Letters Patent to COMPANY in accordance with this instrument of assignment.

ASSIGNOR hereby represents and warrants that there are no rights or interests outstanding with respect to any third party inconsistent with the rights and interests granted herein and that ASSIGNOR shall not execute any instrument or grant or transfer any rights or interests inconsistent therewith, and that ASSIGNOR and its successors and assigns, as the case may be, shall execute and deliver to COMPANY, its successors and assigns, any further documents or instruments, including but not limited to affidavits, declarations, powers of attorney and assignments and do any and all further acts that may be deemed necessary by COMPANY, its successors and assigns, to file and prosecute applications for such Letters Patent in any country where it may elect to file such applications, and that may be necessary to vest in COMPANY, its successors and assigns the title herein conveyed, or intended so to be, and to enable such title to be recorded in the United States of America and in all other countries where any such applications may be filed.

AND, ASSIGNOR further covenants and agrees that ASSIGNOR and its successors and assigns, as the case may be, in consideration of the premises shall at any time upon request, communicate to COMPANY, its successors and assigns, all material facts and provide COMPANY with all available documentation thereof in the possession or control of ASSIGNOR or its successors or assigns, as the case may be, relating in any way to INVENTION including the history thereof and shall testify as to same in any interference, litigation or any other proceeding in the United States of America including its territorial possessions and in any other country when requested to do so by COMPANY, its successors and assigns.

IN WITNESS WHEREOF, a duly authorized officer of ASSIGNOR has executed this Assignment to be effective on the date executed below.

ASSIGNOR:

Herbst Lazar Bell

By: Charles C. Keane

Print Name: CHARLES C. KEANE

Title: SR. V.P.

6/27/00
DATE