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HEET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

P13-011



To the Honorable Commissioner of Patents

101447359
thereof.

Attached original documents or copy

1. Name of conveying party(ies):

Gabriel Colonna de Giovellina

Additional name(s) of conveying party(ies) attached Yes No

2. Name and address of receiving party(ies)

Name: Pochet of America, Inc.

Internal Address: _____

Street Address: 415 Hamburg Turnpike

City Wayne State NJ ZIP 07470

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: August 22, 2000

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: August 22, 2000

A. Patent Application No.(s)

B. Patent No.(s)

29/128278

Additional numbers attached? Yes No

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

Name Coleman Sudol, LLP

Internal Address: c/o R. Neil Sudol

Street Address: 708 Third Avenue, 14th Floor

City: New York State: New York ZIP: 10017

6. Total number of applications and patents involved: 1

7. Total fee (37 C.F.R. 3.41)..... \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

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9. Statement and Signature.

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.

R. Neil Sudol, Reg. No. 31,669

August 22, 2000

Name of Person Signing

Signature

3

Date

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

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

ASSIGNMENT

For one dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned (hereinafter "Assignor") hereby sells, assigns and transfers to Pochet of America, Inc. A Corporation of the State of Delaware, having a principal place of business at 415 Hamburg Turnpike, Wayne, NJ 07470, its successors, legal representatives, assigns and nominees (hereinafter "Assignee"), my/our entire right, title and interest in, to, and under:

- a. Assignor's application for Design Patent entitled:

BOTTLE

X Executed On: Even Date Herewith
Serial Number: _____ Filed: _____

- b. Any and all inventions described in said application for Design Patent.
- c. Any and all divisional, continuation, renewal, and substitute applications that may be filed for United States Design Patent for any and all of said inventions.
- d. Any and all patents that may be granted on the foregoing applications and any and all continuations, reissues, or extensions thereof.
- e. Any and all improvements thereon or relating thereto which assignor has invented.
- f. Any and all rights in foreign countries under such applications and inventions, including the right to claim the priority date of the United States application and the right to priority under such application under the International Convention.

Assignor hereby authorizes and requests the Commissioner of Patents to issue any and all such Design Patent for said invention to said Assignee.

Assignor further covenants and warrants that, to the best of his/her knowledge, the rights and properties herein conveyed are free and clear of any encumbrances and Assignee shall hold and enjoy any and all inventions, application, and Design Patent issued thereon for its own use as fully and entirely as the Assignor would have held and enjoyed said rights had this assignment and sale not been made, including the full right of the Assignee to convey said rights.

Assignor further agrees on his/her own behalf, and on behalf of his/her heirs, legal representatives, administrators, and assigns, at any time, upon request, without additional compensation, but at no expense, to:

1. Communicate to said Assignee any facts relating to the invention and the history thereof;

2. Execute and deliver all papers and do all acts which may be necessary, desirable, or convenient to secure, maintain, and enforce patents for said invention in any and all countries; and to execute and deliver any and all papers or instruments that in the opinion of Assignee may be necessary or desirable to vest title thereto in Assignee or its nominees, including the execution and delivery of any and all papers or instruments to carry out the terms of this Agreement, and to secure to Assignee the full enjoyment of the rights and properties herein conveyed or intended to be conveyed; and

3. Testify at all proceedings concerning said invention and patents.

Full Name of First Inventor:

Full Name of Second Inventor:

Gabriel Colonna de Giovellina

Inventor's Signature

Date

Inventor's Signature

Date

Witness: _____
Print Name

Witness: _____
Print Name

Signature

Date

Signature

Date

Full Name of Third Inventor:

Full Name of Fourth Inventor:

Inventor's Signature

Date

Inventor's Signature

Date

Witness: _____
Print Name

Witness: _____
Print Name

Signature

Date

Signature

Date