

Form-PTO-1595
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TRANSMIT

06-11-2002



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Atty. Docket: 02105.002275

To the Commissioner of Patents and Tr

102118188

original documents or copy thereof.

1. Name of conveying party(ies):

- 1) Brian C. JONES
2) Allen L. ROGALA

6-5-02

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

☐ Yes ☒ No

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

3. Nature of conveyance:

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

Execution Date: 1): May 9, 2002; 2): May 7, 2002

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: _____

A. Patent Application Number:

10/100,164

Filing Date: March 19, 2002

B. Title of Invention:

BREWED ICED TEA OR NON-CARBONATED
DRINK DISPENSER WITH QUIET OPERATION

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)

06/10/2002 TDIAZ1 00000102 10100164

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40.00 DP

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.

Mark A. Williamson, Reg. No. 33,628

Name of Person Signing

Mark A. Williamson
Signature

June 5, 2002

Date

Total number of pages including cover sheet, attachments, and documents: 5

ASSIGNMENT

FOR VALUE RECEIVED, WE

Brian C. JONES,
Allen L. ROGALA,

citizens of

the United States of America,

residing, respectively, at

22 Farmington River Turnpike, New Hartford, CT 06057;
122 Tara Drive, Torrington, CT 06790;

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, NY 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

BRFWED ICED TEA OR NON-CARBONATED DRINK DISPENSER WITH QUIET OPERATION

and described in an application for Letters Patent of the United States by us on March 19, 2002 and assigned Application No. 10/100,164

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.

IN TESTIMONY WHEREOF, we hereunto set our hand and seal this 9th day of May, 2002

Brian C. Jones L.S.
Brian C. JONES

STATE OF CT.)
COUNTY OF LITCHFIELD) ss.:
)

On this 9 day of MAY, 2002, before me personally appeared Brian C. JONES

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 he executed the same for the purposes therein set forth.

(Seal)

Jean Kelleong
Notary Public
(Notary Stamp)
Notary Public, State of Connecticut
My Comm. Expires 6/30/02

IN TESTIMONY WHEREOF, we hereunto set our hand and seal this day of , 2002

Allen L. Rogala L.S.
Allen L. ROGALA

STATE OF)
COUNTY OF) ss.:
)

On this day of , 2002, before me personally appeared Allen L. ROGALA

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 he executed the same for the purposes therein set forth.

(Seal)

Notary Public
(Notary Stamp)

MAW\tnt
DC_MAIN 94999 v 1

ASSIGNMENT

FOR VALUE RECEIVED, WE

Brian C. JONES,
Allen L. ROGALA,

citizens of

the United States of America,

residing, respectively, at

22 Farmington River Turnpike, New Hartford, CT 06057;

~~122 Tara Drive, Torrington, CT 06790;~~

12 HUDSON PLACE, HUDSON FALLS, NY 12839 *ACK 5/7/02*

hereby sell, assign, transfer and convey unto

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a corporation of

North Carolina

having a place of business at

700 Anderson Hill Road, Purchase, NY 10577

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BREWED ICED TEA OR NON-CARBONATED DRINK DISPENSER WITH QUIET OPERATION

and described in an application for Letters Patent of the United States by us on March 19, 2002 and assigned Application No. 10/100,164

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.

