


01-13-2004

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2105.002444

To the Director, U.S. Patent and Trademark Office: Please re-

y thereof.

1. Name of conveying party(ies): MRD 1-12-2004

Christopher James Mero and  
Alex E. Gnann

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

2. Name and address of receiving party, ...

Name: PepsiCo, Inc.

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

3. Nature of conveyance:

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

Execution Date: December 19, 2003

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):  
If this document is being filed together with a new application, the execution date of the application is: December 19, 2003

A. Patent Application Number: 29/194,914  
Filing Date: December 3, 2003

B. Title of Invention:  
BOTTLE

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):

01/13/2004 LMUELLER 00000088 061205 29194914

01 FC:8021 40.00 DP  
02 FC:8023 120.00 DA

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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.*

Alan P. Force (39,673)  
Name of Person Signing

Alan P. Force  
Signature

January 8, 2004  
Date

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

1-13-2004 Per Telephone call, Mr. Force authorized me to charge special Expedite fee of \$120.00 D. Russtie

**ASSIGNMENT**

FOR VALUE RECEIVED, WE Christopher James Mero and Alex E. Gnann,

citizens of United States of America , respectively

residing, respectively, at 1 Tory Lane, New Milford, Connecticut 06776 and 168 Hillside Lake Road, Wappingers Falls, NY 12590

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 **BOTTLE**

and described in an application for Letters Patent of the United States filed by us on December 3, 2003, under attorney docket no. 02105.002444

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.

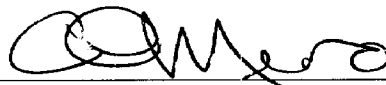
AND we authorize and empower the said Assignee or nominees to invoke and claim for any application for such Letters Patent or other grants of protection for said inventions filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial 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.

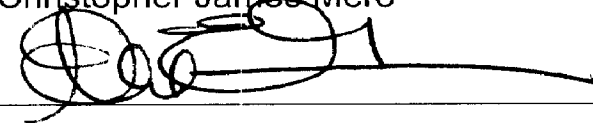
IN TESTIMONY WHEREOF, we hereunto set our hand and seal this 19<sup>th</sup> day of December, 2003.



L

.S.

Christopher James Mero



L

.S.

Alex E. Gnann

STATE OF New York

COUNTY OF Westchester

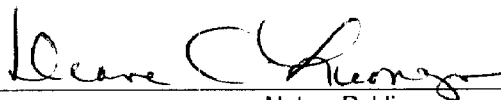
)  
) ss.:  
)

On this 19<sup>th</sup> day of December, 2003, before me personally appeared CHRISTOPHER JAMES MERO 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)

DIANE C. LUONGO  
Notary Public, State of New York  
No. 01LU5055662

Qualified in Westchester County  
Commission Expires February 20, 2006



Notary Public  
(Notary Stamp)

STATE OF New York

COUNTY OF Westchester

)  
) ss.:  
)

On this 19<sup>th</sup> day of December, 2003, before me personally appeared ALEX E. GNANN 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)

DIANE C. LUONGO  
Notary Public, State of New York  
No. 01LU5055662

Qualified in Westchester County  
Commission Expires February 20, 2006



Notary Public  
(Notary Stamp)

(Joint Inventors)

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