

09-26-2003



102560300

ORDINATION

Atty. Docket: 02105.002405

To the Director, U.S. Patent a

1. Name of conveying party(ies):
Douglas Shelby Struble

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

3. Nature of conveyance:

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

Execution Date: August 8, 2003

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):

If this document is being filed together with a new application, the execution date of the application is: August 8, 2003

A. Patent Application Number:

Filing Date:

29/189869

Additional numbers attached?

B. Title of Invention:
BOTTLE

☐ 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):

09/25/2003 DBYRNE 00000078 29189869

01 FC:8021

40.00 DP

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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.

Pasquale A. Razzano

Name of Person Signing

Signature

September 9, 2003

Date

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

ASSIGNMENT

FOR VALUE RECEIVED, WE, David N. Evans, Dennis Alan Rogers, Todd Michael Budden, John P. Dinkel, Stuart Leslie, Tomohito Asano, Jeffrey Brian Harding and Douglas Shelby Struble

citizens of United States of America, United States of America, United States of America, United States of America, United States of America, Japan, United States of America and United States of America, respectively

residing, respectively, at 56 Lake Place North, Danbury, Connecticut 06810, 342 Wrexham Lane, #104, Maumee, Ohio 43537, 840 Sixth Street., Apt. "B", Bowling Green, Ohio 43402, 10636 Ramm Road, Whitehouse, Ohio 43571, 8 Mayhew Avenue, Larchmont, New York 10538, 184 Thompson St., #6L, New York, New York 10012, and 7015 Williamsburg Dr., Sylvania, Ohio 43560; 611 Manitou, Maumee, Ohio 43537

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 executed by us on even date herewith

and in and to said application, and all divisions, renewals and continuations thereof, excluding continuations-in-part, 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 8 day of August, 2003.

David N. Evans L.S.

Dennis Alan Rogers L.S.

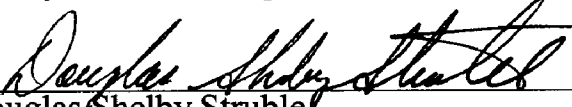
Todd Michael Budden L.S.

John P. Dinkel L.S.

Stuart Leslie L.S.

Tomohito Asano L.S.

Jeffrey Brian Harding L.S.



Douglas Shelby Struble L.S.

STATE OF)
COUNTY OF) ss.:

On this day of , 2003, before me personally appeared DAVID N. EVANS 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)

STATE OF)
COUNTY OF) ss.:

On this day of , 2003, before me personally appeared DENNIS ALAN ROGERS 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)

STATE OF)
) ss.:
COUNTY OF)

On this day of , 2003, before me personally appeared TODD MICHAEL BUDDEN 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)

STATE OF)
) ss.:
COUNTY OF)

On this day of , 2003, before me personally appeared JOHN P. DINKEL 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)

STATE OF)
) ss.:
COUNTY OF)

On this day of , 2003, before me personally appeared STUART LESLIE 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)

STATE OF
COUNTY OF

)
) ss.:
)

On this day of , 2003, before me personally appeared TOMOHITO ASANO 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)

STATE OF
COUNTY OF

)
) ss.:
)

On this day of , 2003, before me personally appeared JEFFREY BRIAN HARDING 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)

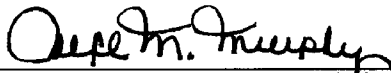
Notary Public
(Notary Stamp)

STATE OF Ohio
COUNTY OF Wood

)
) ss.:
)

On this 8 day of August, 2003, before me personally appeared DOUGLAS SHELBY STRUBLE 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)

JOYCE M. MURPHY
Notary Public, State of Ohio
Commission Expires 11-29-04