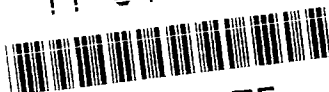


11-04-2003

102591675
CLASS ONLYForm-PTO-1595
1-31-92

TRANSMI

REGISTRATION

Atty. Docket: 02105.002435

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

- 1) Brian C. JONES
- 2) Sanjay KUMAR
- 3) Scott A. DZIBELA
- 4) Fernando UBIDIA
- 5) Mark TAUER

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

3. Nature of conveyance:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Assignment | <input type="checkbox"/> Merger |
| <input type="checkbox"/> Security Agreement | <input type="checkbox"/> Change of Name |
| <input type="checkbox"/> Other _____ | |

Execution Date: 1) & 3): October 23, 2003; 2): October 24, 2003; 4) & 5): October 28, 2003

City: Purchase State NY ZIP 10577Additional 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: _____

A. Patent Application Number:

10/402,944

Filing Date: April 1, 2003

B. Title of Invention:

BREWED ICED TEA OR NON-CARBONATED
DRINK DISPENSER

Additional numbers attached?

☐ Yes☒ No

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

Name: Fitzpatrick, Cella, Harper & Scinto30 Rockefeller PlazaNew York, New York 10112-3801Telephone No.: (212) 218-2100Facsimile No.: (212) 218-2200

6. Number of applications and patents involved:

One7. 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):

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

Signature

October 30, 2003

Date

10/30/2003 ECOOPER 00000126 10402944

Total number of pages including cover sheet, attachments, and documents: 21

01/01/2002

40.00 OF

FOR VALUE RECEIVED, WE

Brian C. JONES;
Sanjay KUMAR;
Scott A. DZIBELA;
Fernando UBIDIA; and
Mark TAUER,

citizens of

the United States of America;
India;
the United States of America;
the United States of America; and
the United States of America, respectively,

residing, respectively, at

22 Farmington River Turnpike, New Hartford, CT 06057;
116 Rockwell Road, Bethel, CT 06801;
34 Clarkson Road, Carmel, NY 10512;
214 Southwood Drive, Ludlow, MA 01056; and
63 Barton Avenue, Belchertown, MA 01007,

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

BREWED ICED TEA OR NON-CARBONATED DRINK DISPENSER

and described in an application for Letters Patent of the United States by us on April 1, 2003, and assigned Application No. 10/402,944

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 23rd day of October, 2003

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

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

On this 23 day of Oct, 2003, 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 Kulliany
Notary Public
(Notary Stamp)

JEAN KULLIANY
Notary Public - State of Connecticut
My Comm. Expires ~~March 31, 10~~ 6/30/07

IN TESTIMONY WHEREOF, we hereunto set our hand and seal this _____ day of _____, 2003

Sanjay KUMAR L.S.

STATE OF _____)
COUNTY OF _____) ss.:

On this _____ day of _____, 2003, before me personally appeared Sanjay KUMAR

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)

ASSIGNMENT

FOR VALUE RECEIVED, WE

Brian C. JONES;
Sanjay KUMAR;
Scott A. DZIBELA;
Fernando UBIDIA; and
Mark TAUER,

citizens of

the United States of America;
India;
the United States of America;
the United States of America; and
the United States of America, respectively,

residing, respectively, at

22 Farmington River Turnpike, New Hartford, CT 06057;
116 Rockwell Road, Bethel, CT 06801;
34 Clarkson Road, Carmel, NY 10512;
214 Southwood Drive, Ludlow, MA 01056; and
63 Barton Avenue, Belchertown, MA 01007,

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

BREWED ICED TEA OR NON-CARBONATED DRINK DISPENSER

and described in an application for Letters Patent of the United States by us on April 1, 2003, and assigned Application No. 10/402,944

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.

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L.S.

STATE OF

COUNTY OF

On this day of

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)

IN TESTIMONY WHEREOF, we hereunto set our hand and seal this day of , 2003

L.S.

STATE OF

COUNTY OF WESTCHESTER

On this 24 day of

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)

Ellen Bartok

Notary Public
(Notary Stamp)

EILEEN BARTOSH
Notary Public, State of New York
No. 479D408
Qualified in Dutchess County
Certificate Filed in Westchester County
Commission Expires 7-31-05

IN TESTIMONY WHEREOF, we hereunto set our hand and seal this day of , 2003

Scott A. DZIBELA

STATE OF)
COUNTY OF) ss.:
)

On this day of , 2003, before me personally appeared Scott A. DZIBELA

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)

IN TESTIMONY WHEREOF, we hereunto set our hand and seal this day of , 2003

Fernando UBIDIA L.S.

STATE OF _____)
) ss.:
COUNTY OF _____)

On this day of , 2003, before me personally appeared Fernando UBIDIA

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)

FOR VALUE RECEIVED, WE

Brian C. JONES;
Sanjay KUMAR;
Scott A. DZIBELA;
Fernando UBIDIA; and
Mark TAUER,

citizens of

the United States of America;
India;
the United States of America;
the United States of America; and
the United States of America, respectively,

residing, respectively, at

22 Farmington River Turnpike, New Hartford, CT 06057;
116 Rockwell Road, Bethel, CT 06801;
34 Clarkson Road, Carmel, NY 10512;
214 Southwood Drive, Ludlow, MA 01056; and
63 Barton Avenue, Belchertown, MA 01007,

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

BREWED ICED TEA OR NON-CARBONATED DRINK DISPENSER

and described in an application for Letters Patent of the United States by us on April 1, 2003, and assigned Application No. 10/402,944

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.

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D. 1. 64

IN TESTIMONY WHEREOF, we hereunto set our hand and seal this 23 day of October, 2003

Scott A. Dzibela L.S.
Scott A. DZIBELA

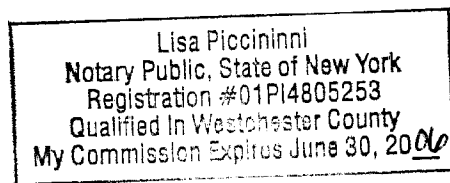
STATE OF New York)
COUNTY OF Westchester) ss.:
)

On this 23 day of Oct, 2003, before me personally appeared Scott A. DZIBELA

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)

Lisa Piccininni
Notary Public
(Notary Stamp)



IN TESTIMONY WHEREOF, we hereunto set our hand and seal this day of , 2003

Fernando UBIDIA L.S.

STATE OF)
COUNTY OF) ss.:
)

On this day of , 2003, before me personally appeared Fernando UBIDIA

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)

FOR VALUE RECEIVED, WE

Brian C. JONES;
Sanjay KUMAR;
Scott A. DZIBELA;
Fernando UBIDIA; and
Mark TAUER,

citizens of

the United States of America;
India;
the United States of America;
the United States of America; and
the United States of America, respectively,

residing, respectively, at

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L.S.

Mark TAUER

STATE OF

)

) ss.:

COUNTY OF

)

On this day of , 2003, before me personally appeared Mark TAUER

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\tnl

DC_MAIN 146829v1

2 4 4

FOR VALUE RECEIVED, WE

Brian C. JONES;
Sanjay KUMAR;
Scott A. DZIBELA;
Fernando UBIDIA; and
Mark TAUER,

citizens of

the United States of America;
India;
the United States of America;
the United States of America; and
the United States of America, respectively,

residing, respectively, at

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a corporation of

North Carolina

having a place of business at

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and described in an application for Letters Patent of the United States by us on April 1, 2003, and assigned Application No. 10/402,944

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.

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D 1 1 64

Scott A. DZIBELA

)

)

Notary Public
(Notary Stamp)

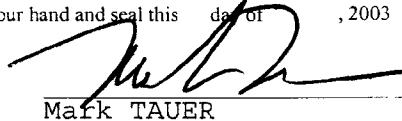
L.S.

Fernando UBIDIA

1

2

Notary Public
(Notary Stamp)


Mark TAUER

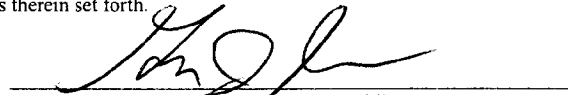
L.S.

STATE OF *Massachusetts*)
COUNTY OF *Hampden*) ss.:
)

On this *28th* day of *October*, 2003, before me personally appeared Mark TAUER

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)

Gary J Scaglione

Commission Expires: 5-2-04

MAW\mt

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D A C A