

05-11-2004


 PATENT APPLICATION  
 DOCKET NO.: RC 246102

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

**RECORDATION FORM COVER SHEET - PATENTS**

5-6-04

To the Director of the U.S. Patent and Trademark Office: Please record the attached original document(s) or copy thereof relating to the above-identified case.



|    |   |  |                |
|----|---|--|----------------|
| 1. | Name of conveying party(ies): John Marcus Harris  |  |                |
| 2. | Name and address of receiving party(ies):   |  |                |
|    | Name:   | The Coca-Cola Company  |                |
|    | Address:  | One Coca-Cola Plaza, N.W.<br>Atlanta, Georgia 30313  |                |
| 3. | Nature of conveyance: <u>Assignment</u>   |  |                |
|    | Execution Date:   | March 31, 2004   |                |
| 4. | If this document is being filed together with a new application, the execution date of the application is . |  |                |
|    | A.  | Patent Application No. 29/192,374  | B. Patent No.  |
| 5. | Name and address of party to whom correspondence concerning document should be mailed:                      |  |                |
|    | Name:   | Cheryl J. Tubach   |                |
|    | Address:  | The Coca-Cola Company      Customer No. 021589<br>P. O. Box 1734<br>Atlanta, Georgia 30301 |                |
| 6. | Total number of applications and patents involved: <u>1</u>   |  |                |
| 7. | Total Fee (37 CFR 3.41)   |  | <u>\$40.00</u> |
| 8. | <input checked="" type="checkbox"/> authorized to be charged to Deposit Account No. 03-2320                 |  |                |

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| 9.  | 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. |   |  |
|   | <u>April 30, 2004</u><br>Date  | <u>Cheryl J. Tubach</u><br>Cheryl J. Tubach |  |
| Total number of pages including cover sheet, attachments, and document: 4 |  |   |  |

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 PATENT  
 REEL: 015304 FRAME: 0014

**ASSIGNMENT**

*John Marcus Harris*

WHEREAS, ~~Mark Harris~~, a citizen of the United States of America residing at 1435 Echo Mill Drive, Powder Springs, Georgia 30127; hereinafter referred to as "INVENTOR", has invented new and useful or ornamental discoveries and/or improvements in or relating to

**DRINKING CONTAINER,**

hereinafter referred to as "INVENTION," for which application for Letters Patent in the United States has been filed on October 23, 2003 under Serial No. 29/192,374, hereinafter referred to as "APPLICATION,"

WHEREAS, THE COCA-COLA COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Delaware, having an office at One Coca-Cola Plaza, N.W., Atlanta, Georgia 30313, U.S.A., hereinafter referred to as "COMPANY," is desirous of acquiring the entire right, title and interest in and to said INVENTION and APPLICATION;

NOW THEREFORE, for and in consideration of a pre-existing obligation of assignment to COMPANY, the sufficiency whereof is hereby acknowledged, INVENTOR, has sold, assigned and transferred and does hereby sell, assign and transfer unto COMPANY, its successors and assigns, the entire right, title and interest in and to INVENTION and APPLICATION, including the right to apply for any Letters Patent thereon in the United States of America and in all other countries, including the right to claim the priority of the date of filing of any applications in the United States of America and in all other countries and including all continuations, divisionals, extensions, invention registrations, inventors' certificates, petty patents, re-examinations, registrations, reissues, renewals, revalidations, substitutes, utility models and the like corresponding thereto, to the full end of the term or terms of such Letters Patent, the same to be held and enjoyed by COMPANY, its successors and assigns the same as it

would have been held and enjoyed by INVENTOR if this assignment and sale had not been made.

And, INVENTOR hereby authorizes and requests the United States Commissioner of Patents and Trademarks and equivalent official in all other countries to issue all such Letters Patent to COMPANY in accordance with this instrument of assignment.

INVENTOR hereby represents and warrants that there are no rights or interests outstanding with respect to any third party inconsistent with the rights and interests granted herein and that INVENTOR shall not execute any instrument or grant or transfer any rights or interests inconsistent therewith, and that INVENTOR and INVENTOR's heirs, executors, administrators and legal representatives, as the case may be, shall execute and deliver to COMPANY, its successors and assigns, any further documents or instruments, including but not limited to affidavits, declarations, powers of attorney and assignments and do any and all further acts that may be deemed necessary by COMPANY, its successors and assigns, to file and prosecute applications for such Letters Patent in any country where it may elect to file such applications, and that may be necessary to vest in COMPANY, its successors and assigns the title herein conveyed, or intended so to be, and to enable such title to be recorded in the United States of America and in all other countries where any such applications may be filed.

AND, INVENTOR further covenants and agrees that INVENTOR and INVENTOR's heirs, executors, administrators and legal representatives, as the case may be, in consideration of the premises shall at any time upon request, communicate to COMPANY, its successors and assigns, all material facts and provide COMPANY with all available documentation thereof in the possession or control of INVENTOR or INVENTOR's heirs, executors, administrators or legal representatives, as the case may be, relating in any way to INVENTION including the history thereof and shall testify as to same in any interference, litigation or any other proceeding

