

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNMENT												
CONVEYING PARTY DATA													
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Timothy W. Bethuy</td> <td>02/20/2004</td> </tr> <tr> <td>William J. Black</td> <td>01/07/2004</td> </tr> <tr> <td>Brian T. Cahill</td> <td>01/08/2004</td> </tr> <tr> <td>Andrew D. Nelson</td> <td>03/12/2004</td> </tr> <tr> <td>Peter D. Mehn</td> <td>01/20/2004</td> </tr> </tbody> </table>		Name	Execution Date	Timothy W. Bethuy	02/20/2004	William J. Black	01/07/2004	Brian T. Cahill	01/08/2004	Andrew D. Nelson	03/12/2004	Peter D. Mehn	01/20/2004
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Peter D. Mehn	01/20/2004												
RECEIVING PARTY DATA													
Name:	PepsiCo, Inc.												
Street Address:	700 Anderson Hill Road												
City:	Purchase												
State/Country:	NEW YORK												
Postal Code:	10577												
PROPERTY NUMBERS Total: 1													
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>10940142</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	10940142								
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CORRESPONDENCE DATA													
Fax Number:	(617)523-1231												
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
Phone:	617-570-1973												
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ATTORNEY DOCKET NUMBER:	PEP-0163DV1												
NAME OF SUBMITTER:	Kenneth E. Radcliffe												

CH \$40.00 10940142

Total Attachments: 15

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FOR VALUE RECEIVED, WE

Timothy W. BETHUY;
William J. BLACK;
Brian T. CAHILL;
Andrew D. NELSON; and
Peter D. MEHN,

citizens of

the United States of America,

residing, respectively, at

6 Austin Drive, New Fairfield, CT 06812;
16 Empire Lane, Bethel, CT 06801;
10350 S. Kelly Drive, Oak Creek, WI 53154;
3128 N. Ballard Road #17, Appleton, WI 54911; and
1004 Scenic Court, Oshkosh, WI 54904,

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

BEVERAGE FORMING AND DISPENSING SYSTEM

and described in an application for Letters Patent of the United States by us on April 14, 2003, and assigned Application No. 10/412,681

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 20th day of Feb, 2004

Timothy W. Bethuy L.S.
Timothy W. BETHUY

STATE OF)
) ss.:
COUNTY OF)

On this 20th day of Feb, 2004, before me personally appeared Timothy W. BETHUY 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)

REIN HIRS
NOTARY PUBLIC, STATE OF NEW YORK
No. 01HI6073141
QUALIFIED IN PUTNAM COUNTY
MY COMMISSION EXPIRES APRIL 15, 2006

[Signature]
Notary Public
(Notary Stamp)

IN TESTIMONY WHEREOF, we hereunto set our hand and seal this day of , 2004

L.S.
William J. BLACK

STATE OF)
) ss.:
COUNTY OF)

On this day of , 2004, before me personally appeared William J. BLACK 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 , 2004

L.S.
Brian T. CAHILL

STATE OF)
) ss.:
COUNTY OF)

On this day of , 2004, before me personally appeared Brian T. CAHILL 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

FOR VALUE RECEIVED, WE

Timothy W. BETHUY;
William J. BLACK;
Brian T. CAHILL;
Andrew D. NELSON; and
Peter D. MEHN,

citizens of

the United States of America,

residing, respectively, at

6 Austin Drive, New Fairfield, CT 06812;
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North Carolina

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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.

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IN TESTIMONY WHEREOF, we hereunto set our hand and seal this day of , 2004

Timothy W. BETHUY LS

STATE OF)
) ss:
COUNTY OF)

On this day of , 2004, before me personally appeared Timothy W. BETHUY
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 , 2004

William J. BLACK LS

STATE OF)
) ss:
COUNTY OF)

On this day of , 2004, before me personally appeared William J. BLACK
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 ^{8th} day of JAN, 2004

Brian T. Cahill

Brian T. CAHILL LS

STATE OF *WISCONSIN*)
) ss:
COUNTY OF *MILWAUKEE*)

On this ^{8th} day of *JAN*, 2004, before me personally appeared Brian T. CAHILL
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) _____
Steven Leopold
Notary Public
(Notary Stamp)

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