

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
4Sight, Inc.	07/19/2006
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	
Property Type	Number
Application Number:	29253661
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	Goodwin Procter LLP Attn: Patent Admin
Address Line 1:	Exchange Place
Address Line 4:	Boston, MASSACHUSETTS 02109
ATTORNEY DOCKET NUMBER:	PEP-0192
NAME OF SUBMITTER:	Kenneth E. Radcliffe
Total Attachments: 2 source=PEP-0192#page1.tif source=PEP-0192#page2.tif	

CH \$40.00 29253661

ASSIGNMENT

WHEREAS, Anthony J. Imperato, Christine Wu, Stuart Leslie, and Taek Kim have invented one or more inventions described in United States Design Patent Application No. 29/253,661 (hereinafter the "APPLICATION");

WHEREAS, Stuart Leslie and Taek Kim are employed by 4Sight, Inc. (hereinafter "ASSIGNOR"), a corporation having a principal place of business at 135 Fifth Avenue, New York, New York 10010, and by virtue of that employment ASSIGNOR has certain rights, title, and interest in, to, and under the invention(s) disclosed in the APPLICATION; and

WHEREAS, Pepsico, Inc. (hereinafter "ASSIGNEE"), a North Carolina corporation having a principal place of business at 700 Anderson Hill Road, Purchase, NY 10577, desires to acquire ASSIGNOR'S entire right, title, and interest in the APPLICATION and the invention(s) covered thereby, including any and all Letters Patent which may issue thereon in the future, and further including any continuation, divisional, reissue, reexamination, or foreign application claiming priority thereto;

NOW, THEREFORE, to all whom it may concern, be it known that for and in consideration of agreements duly entered into between ASSIGNOR and ASSIGNEE and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR has sold, assigned, and transferred and does by these presents hereby sell, assign, and transfer unto ASSIGNEE and ASSIGNEE'S successors, assigns, and legal representatives ASSIGNOR'S entire right, title, and interest in and throughout the United States of America, its territories, and all foreign countries, in and to the invention(s) described in the APPLICATION, together with ASSIGNOR's entire right, title, and interest in and to the APPLICATION and such applications and/or Letters Patent as may issue thereon and/or claim priority thereto under United States law or international convention, including, but not limited to, continuations, divisionals, reissues, reexaminations, extensions, and substitutions of the APPLICATION or such Letters Patent; said invention(s), APPLICATION, applications, and Letters Patent to be held and enjoyed by ASSIGNEE for ASSIGNEE's own use and behalf and for ASSIGNEE's successors, assigns, and legal representatives to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by ASSIGNOR had this assignment and sale not been made; ASSIGNOR hereby conveys all of ASSIGNOR's rights arising under or pursuant to any and all United States laws and international agreements, treaties, or laws relating to the protection of industrial property by filing any such applications for Letters Patent, including, but not limited to, any cause(s) of action and damages accruing prior to this assignment. ASSIGNOR hereby acknowledges that this assignment, being of ASSIGNOR's entire right, title, and interest in and to said invention(s) carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all Letters Patent to ASSIGNEE in ASSIGNEE's own name as assignee of the entire right, title, and interest therein;

AND, ASSIGNOR hereby further agrees for itself and ASSIGNOR's successors and assigns to execute upon request any other lawful documents, and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention(s) to ASSIGNEE and ASSIGNEE's successors, assigns, and legal representatives, but at the expense and charges of ASSIGNEE or ASSIGNEE's successors, assigns, and legal representatives,

including, but not limited to, the execution of substitution, continuation, divisional, reissue, reexamination, or corresponding foreign or international patent applications;

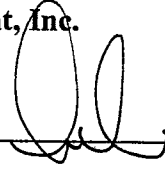
AND, ASSIGNOR hereby further agrees to provide statements or testimony in any interference or other proceeding in which said invention(s) or any application or patent directed thereto may be involved;

AND, ASSIGNOR does hereby authorize and request the Director of the United States Patent and Trademark Office and the empowered officials of all other governments to issue any Letters Patent as shall be granted upon the APPLICATION, or applications based thereon, to ASSIGNEE and ASSIGNEE's successors, assigns, and legal representatives;

IN WITNESS WHEREOF, ASSIGNOR has given legal effect to this Assignment through the signature below of ASSIGNOR's duly authorized representative and hereby declares ASSIGNOR's consent to the registration and recordal of this transfer of rights in each respective Patent Office in which any application may issue or have issued.

4Sight, Inc.

Dated: JULY 19TH, 2006

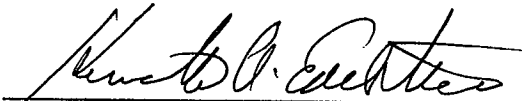
By:  _____

Name: STUART LESLIE

Title: PRESIDENT

State/Commonwealth of NEW YORK)
County of NEW YORK) ss

On this 19 day of JULY, 2006, before me, the undersigned Notary Public, personally appeared STUART LESLIE, proved to me through satisfactory evidence of identification, which was/were DRIVERS LIC, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.



Signature of Notary

(Seal)

My Commission Expires: KENNETH A. EDELSTEIN
Notary Public, State of New York
No. 01ED6041732
Qualified in New York County
Commission Expires May 15, 2010

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