

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Aaron Schroeder</td><td>11/05/2010</td></tr><tr><td>Jeffery W. Crooks</td><td>11/04/2010</td></tr><tr><td>Sterling Brands</td><td>12/04/2010</td></tr></tbody></table>		Name	Execution Date	Aaron Schroeder	11/05/2010	Jeffery W. Crooks	11/04/2010	Sterling Brands	12/04/2010		
Name	Execution Date										
Aaron Schroeder	11/05/2010										
Jeffery W. Crooks	11/04/2010										
Sterling Brands	12/04/2010										
RECEIVING PARTY DATA											
<table border="1"><tr><td>Name:</td><td>Tropicana Products, Inc.</td></tr><tr><td>Street Address:</td><td>100113th Avenue E</td></tr><tr><td>City:</td><td>Bradenton</td></tr><tr><td>State/Country:</td><td>FLORIDA</td></tr><tr><td>Postal Code:</td><td>34208</td></tr></table>		Name:	Tropicana Products, Inc.	Street Address:	100113th Avenue E	City:	Bradenton	State/Country:	FLORIDA	Postal Code:	34208
Name:	Tropicana Products, Inc.										
Street Address:	100113th Avenue E										
City:	Bradenton										
State/Country:	FLORIDA										
Postal Code:	34208										
PROPERTY NUMBERS Total: 1											
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Application Number:</td><td>29396432</td></tr></tbody></table>		Property Type	Number	Application Number:	29396432						
Property Type	Number										
Application Number:	29396432										
CORRESPONDENCE DATA											
Fax Number: (312)463-5001 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
Phone: 312-463-5000											
Email: designteamchicago@bannerwitcoff.com											
Correspondent Name: Banner & Witcoff, Ltd.											
Address Line 1: Ten South Wacker Drive											
Address Line 2: Suite 3000											
Address Line 4: Chicago, ILLINOIS 60606											
ATTORNEY DOCKET NUMBER:	006943.04596										
NAME OF SUBMITTER:	Caitlin Bergh										
Total Attachments: 4 source=AlltoTrop#page1.tif source=AlltoTrop#page2.tif source=AlltoTrop#page3.tif source=AlltoTrop#page4.tif											

CH \$40.00 29396432

501586158

PATENT  
REEL: 026547 FRAME: 0993

## ASSIGNMENT

WHEREAS, We, Aaron Schroeder and Jeffery W. Crooks, (ASSIGNORS), are inventors of certain inventions and improvements described in a U.S. design patent application and having the title:

### POUCH

which application was filed on **September 16, 2010** and assigned Application No. **29/375,056**; and

WHEREAS,

Tropicana Products, Inc.  
1001 13th Avenue E, Bradenton, Florida 34208

(ASSIGNEE) desires to acquire the entire right, title and interest in and to the said application, inventions and improvements and any patents that may be granted on or as a result thereof in the United States of America (U.S.) and in any and all foreign countries;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged,

We hereby assign, to the above named ASSIGNEE, its successors, assigns and legal representatives (NOMINEES) our entire right, title and interest in and to said application, inventions and improvements throughout the world and to any and all patents, petty patents and utility model patents which may be granted therefor, and all continuations, continuations-in-part, divisions, reissues, extensions, renewals, and any non-provisional based on a provisional thereof (LETTERS PATENT).

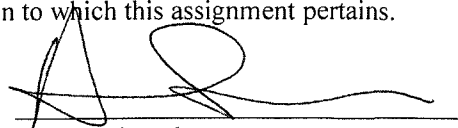
And we covenant that we have full right to convey our entire interest herein assigned, and that we have not executed and will not execute any agreement or do anything in conflict herewith;

And we further covenant and agree that we will without undue delay execute without further consideration all such papers as may be necessary to perfect the title to said application, inventions and improvements, and LETTERS PATENT in the ASSIGNEE or its NOMINEES, and we agree to communicate to said ASSIGNEE or its NOMINEES all known facts respecting said application, inventions, improvements, and LETTERS PATENT, to testify in any legal proceedings, to sign all lawful papers, and generally to do all things necessary to aid ASSIGNEE or its NOMINEES to obtain and enforce for their own benefit patent protection for said application, inventions and improvements in any and all countries, all at the expense, however, of the ASSIGNEE or its NOMINEES;

And we authorize the ASSIGNEE or its NOMINEES to file in our name or their own, as appropriate, application for LETTERS PATENT in any and all countries of the world, and we authorize and request the Commissioner of Patents and Trademarks of the United States, and any proper official of any country, to issue to said ASSIGNEE or its NOMINEES any and all LETTERS PATENT for said application, inventions and improvements, for their sole use, to the full end of the term for which such LETTERS PATENT may be granted;

And we hereby grant the attorneys at the law firm of Banner & Witcoff the power to insert into this document information sufficient to identify the patent application to which this assignment pertains.


11/5/10  
Date:

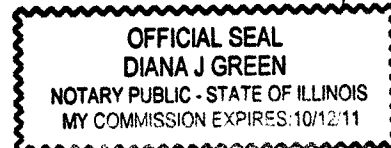
  
Aaron Schroeder

State of ILL }  
County of Will } ss:

Aaron Schroeder, personally known to me to be the person whose name is subscribed to this document, personally appeared before me and acknowledged to me that he/she executed this document.

\_\_\_\_\_  
Date:

  
Notary Public  
My Commission Expires: 10/12/2011



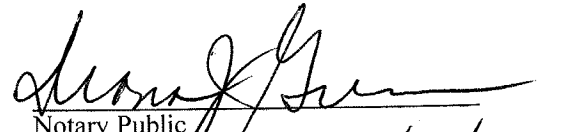
\_\_\_\_\_  
Date:

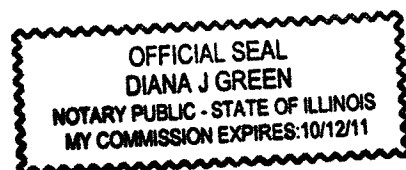
\_\_\_\_\_  
Jeffery W. Crooks

State of ILL }  
County of Will } ss:

Jeffery W. Crooks, personally known to me to be the person whose name is subscribed to this document, personally appeared before me and acknowledged to me that he/she executed this document.

\_\_\_\_\_  
Date:

  
Notary Public  
My Commission Expires: 10/12/2011



And we hereby grant the attorneys at the law firm of Banner & Witcoff the power to insert into this document information sufficient to identify the patent application to which this assignment pertains.

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Aaron Schroeder

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ } ss:

Aaron Schroeder, personally known to me to be the person whose name is subscribed to this document, personally appeared before me and acknowledged to me that he/she executed this document.

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Notary Public

My Commission Expires:

11.4.10  
Date:

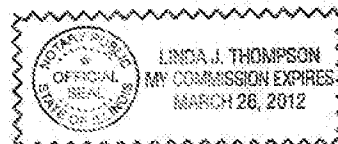
*[Signature]*  
Jeffery W. Crooks

State of ILLINOIS }  
County of MCHENRY } ss: BARRINGTON, IL

Jeffery W. Crooks, personally known to me to be the person whose name is subscribed to this document, personally appeared before me and acknowledged to me that he/she executed this document.

November 4, 2010  
Date:

*[Signature]*  
Notary Public  
My Commission Expires:



# ASSIGNMENT OF PATENT APPLICATIONS

THIS ASSIGNMENT is made on the 4 day of December, 2010, by Sterling Brands, having its principal place of business at 350 Fifth Avenue, Suite 1714 New York, New York 10118 ("Assignor"), to Tropicana Products, Inc., having a place of business at 1001 13th Avenue E, Bradenton, Florida 34208 ("Assignee").

1. Assignor owns rights in certain new and useful improvements concerning the subject matter set forth in the patent applications listed below:

<u>Design Patent Application No.</u>	<u>Filing Date</u>	<u>Title</u>
29/375,056	September 16, 2010	POUCH

Assignor has full right to convey its entire interest herein assigned and has not executed and will not execute any agreement or do anything in conflict herewith.

2. Assignee desires to acquire the entire right, title and interest in and to the said application, inventions and improvements and any patents that may be granted on or as a result thereof in the United States of America (U.S.) and in any and all foreign countries.

3. NOW THEREFORE, for good and valuable consideration, the receipt of which is acknowledged, Assignor assigns to Assignee its entire right, title and interest in and to said application, inventions and improvements throughout the world and to any and all patents, petty patents and utility model patents which may be granted therefore, and all continuations, continuations-in-part, divisions, reissues, extensions, and renewals thereof, and all related rights, including all rights and claims for the infringement thereof, the same to be held and enjoyed by Assignee for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives, to the end of the term or terms for which any Letters Patents are or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by Assignor if the assignment had not been made, together with all claims for damages by reason of past infringement of the Letters Patent, with the right to sue for and collect the same for Assignee's own use and for the use of its successors, assigns, or other legal representatives.

IN WITNESS WHEREOF, the parties have executed this Assignment on the 4 day of December, 2010.

STERLING BRANDS

By: Geraldine M. Walsh  
 Name: GERALDINE M. WALSH  
 Title: VP DESIGN MANAGEMENT

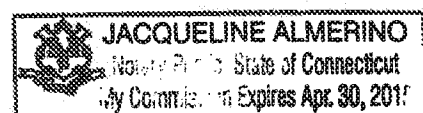
State of Connecticut  
 County of Bridgeport ) ss: New Canaan

Geraldine M. Walsh, personally known to me to be the person whose name is subscribed to this document, personally appeared before me and acknowledged to me that he/she executed this document.

December 4, 2010  
 Date

[Signature]  
 Notary Public

My Commission Expires: 04/30/2015



PATENT