

PATENT ASSIGNMENT

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 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>Massimo F. d'Amore</td> <td>02/28/2012</td> </tr> <tr> <td>Christine J. Sisler</td> <td>03/05/2012</td> </tr> <tr> <td>Stephen Lim</td> <td>02/24/2012</td> </tr> <tr> <td>John W. Vail</td> <td>02/24/2012</td> </tr> <tr> <td>Mikel Durham</td> <td>02/24/2012</td> </tr> <tr> <td>Firstborn Multimedia Corp.</td> <td>02/29/2012</td> </tr> </tbody> </table>		Name	Execution Date	Massimo F. d'Amore	02/28/2012	Christine J. Sisler	03/05/2012	Stephen Lim	02/24/2012	John W. Vail	02/24/2012	Mikel Durham	02/24/2012	Firstborn Multimedia Corp.	02/29/2012
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RECEIVING PARTY DATA															
<table border="1"> <tr> <td>Name:</td> <td>PepsiCo, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>700 Anderson Hill Road</td> </tr> <tr> <td>City:</td> <td>Purchase</td> </tr> <tr> <td>State/Country:</td> <td>New York</td> </tr> <tr> <td>Postal Code:</td> <td>10577</td> </tr> </table>		Name:	PepsiCo, Inc.	Street Address:	700 Anderson Hill Road	City:	Purchase	State/Country:	New York	Postal Code:	10577				
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PROPERTY NUMBERS Total: 1															
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Application Number:	29411380														
CORRESPONDENCE DATA															
Fax Number:	(312)463-5001														
Phone:	312-463-5000														
Email:	BWPTOPAT@bannerwitcoff.com, designsteamchicago@bannerwitcoff.com														
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>															
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:	006943.04639
NAME OF SUBMITTER:	Anna Smialek
<p>Total Attachments: 6</p> <p>source=4639_Assignors_to_Pepsi#page1.tif</p> <p>source=4639_Assignors_to_Pepsi#page2.tif</p> <p>source=4639_Assignors_to_Pepsi#page3.tif</p> <p>source=4639_Assignors_to_Pepsi#page4.tif</p> <p>source=4639_Assignors_to_Pepsi#page5.tif</p> <p>source=4639_Assignors_to_Pepsi#page6.tif</p>	

ASSIGNMENT

WHEREAS, We, Massimo F. d'Amore, Christine J. Sisler, Stephen Lim and John W. Vail, (ASSIGNORS), are inventors of certain inventions and improvements described in a U.S. design patent application and having the title:

GRAPHIC USER INTERFACE

which application was filed on January 19, 2012 and assigned Application No. 29/411,380; and

WHEREAS,

PepsiCo, Inc.
700 Anderson Hill Road,
Purchase, New York 10577

(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, including but not limited to design patents and registrations, 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.

Date: 2-28-2012

Massimo F. d'Amore
Massimo F. d'Amore

Date: 3/5/12

Christine J. Sisler
Christine J. Sisler

Date: 2/24/2012

Stephen Lim
Stephen Lim

State of ny }
County of Westchester } ss:

Stephen Lim, 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 executed this document.

Date: 2/24/12
CHRISTINE THORN
Notary Public, State of New York
NO. 01TH6052990
Qualified in WESTCHESTER COUNTY
My Commission Expires 01/02/ 2015

Date: 2/24/12

John W. Vail
John W. Vail

State of New York }
County of Westchester } ss:

John W. Vail, 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 executed this document.

Date: 2/24/12

Christine Thorn
Notary Public
My Commission Expires:
CHRISTINE THORN
Notary Public, State of New York
NO. 01TH6052990
Qualified in WESTCHESTER COUNTY
My Commission Expires 01/02/ 2015

ASSIGNMENT

WHEREAS, I, Mikel Durham, (ASSIGNOR), am an inventor of certain inventions and improvements described in a U.S. patent application and having the title

GRAPHIC USER INTERFACE

which application was filed on **January 19, 2012** and assigned Application No. **29/411,380**; and

WHEREAS,

PEPSICO, INC.
700 Anderson Hill Road
Purchase, NY 10577

(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,

I hereby assign, to the above named ASSIGNEE, its successors, assigns and legal representatives (NOMINEES) the 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).

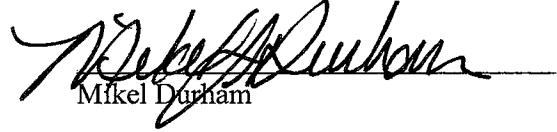
And I covenant that I have full right to convey the entire interest herein assigned, and that I have not executed and will not execute any agreement or do anything in conflict herewith;

And I further covenant and agree that I 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 I 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 I authorize the ASSIGNEE or its NOMINEES to file in my name or their own, as appropriate, application for LETTERS PATENT in any and all countries of the world, and I 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 I 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.

2.24.2012
Date:


Mikel Durham

LAW OFFICES
BANNER & WITCOFF, LTD.
10 South Wacker Drive
Chicago, IL 60606-7407
312-463-5000

ASSIGNMENT OF PATENT APPLICATION

THIS ASSIGNMENT is made on the 29th day of February, 2012, by Firstborn Multimedia Corp., having its principal place of business at 32 Avenue of the Americas, 5th Floor, New York, NY 10013 ("Assignor"), to PepsiCo, Inc., having a place of business at 700 Anderson Hill Road, Purchase, New York 10577 ("Assignee").

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

<u>Design Patent Application No.</u>	<u>Filing Date</u>	<u>Title</u>
29/411,380	January 19, 2012	GRAPHIC USER INTERFACE

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.

1. 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.

2. 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, including but not limited to design patents and registrations, 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.

3. And Assignor further covenants and agrees that Assignor 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 Assignor agrees 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;

4. And Assignor authorizes the ASSIGNEE or its NOMINEES to file in ASSIGNOR'S name or their own, as appropriate, application for LETTERS PATENT in any and all countries of the world, and authorizes and requests 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;

IN WITNESS WHEREOF, the parties have executed this Assignment on the 29th day of February, 2012.

FIRSTBORN MULTIMEDIA CORP.

By: Kevin Anttila

Name: KEVIN ANTILA

Title: C.O.O.

State of NY)
County of NY) ss:

Kevin Anttila, 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.

2/29/12
Date

Romy Horn
Notary Public
My Commission Expires: _____

ROMY HORN
Notary Public, State of New York
Registration #02HO5005854
Qualified In New York County
Commission Expires Aug. 9, 2015