### 501855711 03/16/2012

### PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

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
Ana Maria Irazabal	03/07/2012
Margery A. Schelling	03/02/2012
Mikel Durham	02/24/2012
Firstborn Multimedia Corp.	02/29/2012

### **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:	29411389

# **CORRESPONDENCE DATA**

Fax Number: (312)463-5001 Phone: 312-463-5000

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Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Banner & Witcoff, Ltd.

Address Line 1: Ten South Wacker Drive

Address Line 2: Suite 3000

**PATENT** 

REEL: 027876 FRAME: 0324

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Address Line 4: Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	006943.05027	
NAME OF SUBMITTER:	Anna Smialek	
Total Attachments: 7		
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PATENT REEL: 027876 FRAME: 0325

# **ASSIGNMENT**

WHEREAS, We, Massimo F. d'Amore, Christine J. Sisler, Stephen Lim, John W. Vail, Ana Maria Irazabal and Margery A. Schelling, (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. 29/411,389; 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;

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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.

2-28-20/2 Date:

Massimo F. d'Amore

3/5/12 Date:

Christine J. Sister

Stephen Lim

State of W ) 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:

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

Attorney Docket No. 006943.05027 Date: State of 7 County of Westc 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. CHRISTINE THORNO Notary Public, State of New York
NO. 01TH6052990
Qualified in WESTCHESTER COUNTY Notary Public My Commission Expires: My Commission Expires 01/02/ 225 Date: Ana Maria Irazabal Ana Maria Irzabal, personally known to me to be the person whose name is subscribed to this document, personally appeared before me and acknowledged to me that she executed this document. Date: NOTOFINISHINE THORN Notary Cublical State bixplews York Qualified in WESTCHESTER COUNTY My Commission Expires 01/02/ 2005 Margery Schelling
Margery A. Rohelling Margery A. Schelling, personally known to me to be the person whose name is subscribed to this document, personally appeared before me and acknowledged to me that she executed this document.

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. 29/411,389; 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;

Welsham Mikel Durham

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.

Date:

2.24.2012

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

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PATENT REEL: 027876 FRAME: 0330

### ASSIGNMENT OF PATENT APPLICATION

THIS ASSIGNMENT is made on the	day of		, 2012, by Firs	tborn Mult	imedia
Corp., having its principal place of business a	at 32 Avenue	of the Americas,	5th Floor, New	York, NY	10013
("Assignor"), to PepsiCo, Inc., having a place of	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:

Design Patent

Filing Date

Title

Application No.

29/411,389

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.

- 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, 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.
- 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;
- 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;

**PATENT** REEL: 027876 FRAME: 0331

IN WITNESS WHEREOF, the parties have executed this Assignment on the 29 Way of February, 2012.
FIRSTBORN MULTIMEDIA CORP.
By: Lux altr
Name: KEY.N ANTHUN
Title:
State of $\bigwedge$ ) ss:
State of \( \frac{\fracc}\fint{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\fin}}}}}{\frac}\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\fracc}\frac{\fir}{\fir}}}}}}{\firac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac}
document, personally appeared before me and acknowledged to me that he/she executed this document.
Date Notary Public)
ROMY HORN My Commission Expires:  Notary Public, State of New York Registration #02H05005854 Qualified In New York County Commission Expires Aug. 9, 2015