

Assignment

Page 1 of 2

RE: CON. 4-20-12

PATENT ASSIGNMENT

05/29/2012

Electronic Version v1.1
Stylesheet Version v1.1

103645007

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT												
NATURE OF CONVEYANCE:	Corrective Assignment to correct the application number listed on the originally filed entity assignment document previously recorded on Reel 027856 Frame 0973. Assignor(s) hereby confirms the assignment.												
CONVEYING PARTY DATA													
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Mikel Durham</td><td>02/24/2012</td></tr><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>Streng, Inc.</td><td>03/30/2012</td></tr></tbody></table>		Name	Execution Date	Mikel Durham	02/24/2012	Massimo F. d'Amore	02/28/2012	Christine J. Sisler	03/05/2012	Stephen Lim	02/24/2012	Streng, Inc.	03/30/2012
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<table border="1"><tr><td>Name:</td><td>PepsiCo, Inc.</td></tr><tr><td>Street Address:</td><td>100 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:	100 Anderson Hill Road	City:	Purchase	State/Country:	New York	Postal Code:	10577		
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CORRESPONDENCE DATA													
Fax Number:	(312)463-5001												
Phone:	312-463-5000												
Email:	BWPTOPAT@bannerwitcoff.com, designteamchicago@bannerwitcoff.com												
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it													

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SUBMISSION TYPE:	NEW ASSIGNMENT												
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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:	006943.05042												

CH \$40.00 29411036

ASSIGNMENT OF PATENT APPLICATION

THIS ASSIGNMENT is made on the 16 day of January, 2012, by Streng, Inc., having its principal place of business at 319 North Albany Avenue Chicago, Illinois 60612 ("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</u> <u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>
20/411,036	January 16, 2012	DISPENSER

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;

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

DISPENSER

which application was filed on **January 16, 2012** and assigned Application No. **29/411,036**; 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.

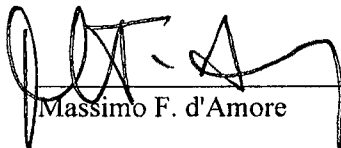
2.24.2012
Date:

Mikel Durham
Mikel Durham

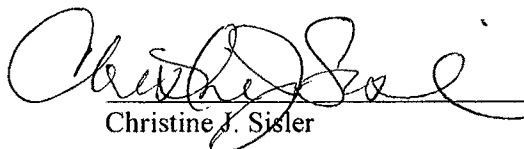
LAW OFFICES
BANNER & WITCOFF, LTD.
10 South Wacker Drive
Chicago, IL 60606-7407
312-463-5000

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.

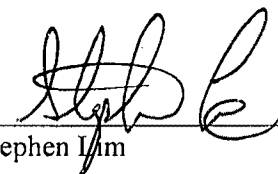
2/28/2012
Date:


Massimo F. d'Amore

3/5/12
Date:


Christine J. Sisler


2/24/2012
Date:


Stephen Lim

State of New York)
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.

2/24/12
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