

## PATENT ASSIGNMENT

Electronic Version v1.1  
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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>Emir Bingul</td> <td>06/12/2012</td> </tr> <tr> <td>Indrani Deo</td> <td>06/14/2012</td> </tr> <tr> <td>Stephen Lim</td> <td>06/12/2012</td> </tr> <tr> <td>Automatic Bar Controls, Inc.</td> <td>07/03/2012</td> </tr> <tr> <td>Laut Design, Inc.</td> <td>06/22/2012</td> </tr> </tbody> </table>		Name	Execution Date	Emir Bingul	06/12/2012	Indrani Deo	06/14/2012	Stephen Lim	06/12/2012	Automatic Bar Controls, Inc.	07/03/2012	Laut Design, Inc.	06/22/2012
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Emir Bingul	06/12/2012												
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Stephen Lim	06/12/2012												
Automatic Bar Controls, Inc.	07/03/2012												
Laut Design, Inc.	06/22/2012												
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													
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>29411887</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	29411887								
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Application Number:	29411887												
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:	006943.05073												

NAME OF SUBMITTER:

Anna Smialek

Total Attachments: 8

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Attorney Docket No.:006943.05073

**ASSIGNMENT**

WHEREAS, We, Emir Bingul, Indrani Deo, and Stephen Lim, (ASSIGNORS), are inventors of certain inventions and improvements described in a U.S. design patent application and having the title:

**BEVERAGE DISPENSER TOWER**

which application was filed on January 27, 2012 and assigned Application No. 29/411,887; 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;

Attorney Docket No.:006943.05073

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.

6/12/2012  
Date:

*Emir Bingul*  
Emir Bingul

State of NEW YORK )  
                                          ) ss:  
County of WESTCHESTER

Emir Bingul, 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.

6-12-2012  
Date:

*Eileen Bartosh*  
Notary Public

My Commission Expires: 11-13-2013

**EILEEN BARTOSH**  
Notary Public, State of New York  
No. 01BA4790408  
Qualified In Dutchess County  
Certificate Filed In Westchester County  
Commission Expires 11-13-2013

6/14/2012  
Date:

*Indrani Deo*  
Indrani Deo

State of New York )  
                                          ) ss:  
County of Westchester

Indrani Deo, 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.

6/14/12  
Date:

*Christine Thorn*  
Notary Public

My Commission Expires:

**CHRISTINE THORN**  
Notary Public, State of New York  
NO. 01TH8052990  
Qualified In WESTCHESTER COUNTY  
My Commission Expires 01/02/2015

Attorney Docket No.: 006943.05073

Date: 6/12/2012

  
\_\_\_\_\_  
Stephen Lim

State of NEW YORK  
                                  ) SS:  
County of WESTCHESTER

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: 6-12-2012

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 11-13-2013

**EILEEN BARTOSH**  
Notary Public, State of New York  
No. 01BA4790408  
Qualified in Dutchess County  
Certificate Filed in Westchester County  
Commission Expires 11-13-2013

**ASSIGNMENT OF PATENT APPLICATION**

THIS ASSIGNMENT is made on the 2nd day of July, 2012, by Automatic Bar Controls, Inc., having its principal place of business at 790 Eubanks Drive, Vacaville, California 95988 ("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>
29/411,887	January 27, 2012	BEVERAGE DISPENSER TOWER

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.

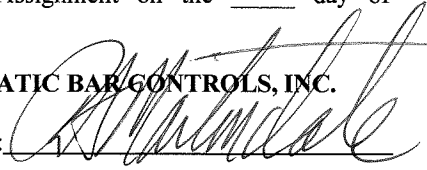
3. NOW THEREFORE, for good and valuable consideration, the receipt of which is acknowledged, Assignor assigns to Assignee its entire right, title and interest in and to said application, inventions and improvements throughout the world and to any and all patents, including but not limited to design patents 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.

4. 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;

5. 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 \_\_\_\_ day of \_\_\_\_\_, 2012.

**AUTOMATIC BAR CONTROLS, INC.**

Signature: 

Name: \_\_\_\_\_

Title: \_\_\_\_\_

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

\_\_\_\_\_, 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

attachment.

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

My Commission Expires: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

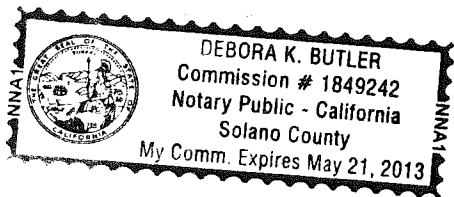
State of California  
 County of Solano  
 On 7-3-12 before me, Debora K Butler  
Date Here Insert Name and Title of the Officer  
 personally appeared R.A. Martinsale  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Debora K Butler  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

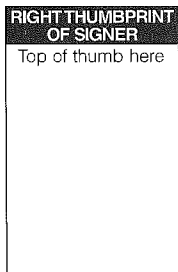
*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
 Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
 Signer(s) Other Than Named Above: \_\_\_\_\_

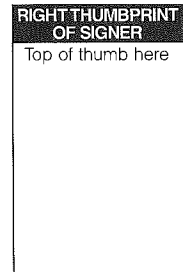
**Capacity(ies) Claimed by Signer(s)**

- Signer's Name: \_\_\_\_\_
- Individual
  - Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator
  - Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- Signer's Name: \_\_\_\_\_
- Individual
  - Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator
  - Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



**ASSIGNMENT OF PATENT APPLICATION**

THIS ASSIGNMENT is made on the 22 day of August, 2012, by Laut Design, Inc., having its principal place of business at 8825 Westgate Park Drive, Suite 103, Raleigh, North Carolina 27617 ("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>
29/411,887	January 27, 2012	BEVERAGE DISPENSER TOWER

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, 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.

4. 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;

5. 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 22 day of JUNE, 2012.

LAUT DESIGN, INC.

By: [Signature]

Name: MICHAEL LAUT

Title: PRESIDENT, CREATIVE DIR.

State of NC )  
County of WAKE ) ss:

MICHAEL LAUT, 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

6-22-12  
Date

[Signature]  
Notary Public

**KIMBERLY WILLIAMS**  
Notary Public  
Wake County, NC  
My Commission Expires January 18, 2014

My Commission Expires: ~~1-18-12~~ 1-18-14