

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>Joseph H. Boggs</td> <td>04/26/2012</td> </tr> <tr> <td>Paul J. Donnelly</td> <td>04/14/2012</td> </tr> <tr> <td>Arthur Forkos</td> <td>04/23/2012</td> </tr> <tr> <td>Intelligent Product Solutions, Inc.</td> <td>06/04/2012</td> </tr> </tbody> </table>		Name	Execution Date	Joseph H. Boggs	04/26/2012	Paul J. Donnelly	04/14/2012	Arthur Forkos	04/23/2012	Intelligent Product Solutions, Inc.	06/04/2012
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Joseph H. Boggs	04/26/2012										
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Arthur Forkos	04/23/2012										
Intelligent Product Solutions, Inc.	06/04/2012										
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>29417436</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	29417436						
Property Type	Number										
Application Number:	29417436										
CORRESPONDENCE DATA											
Fax Number:	3124635001										
Phone:	312-463-5000										
Email:	BWPTOPAT@bannerwitcoff.com, designteamchicago@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:	006943.05125										
NAME OF SUBMITTER:	Karen Huang										

CH \$40.00 29417436

PATENT

Total Attachments: 6

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Attorney Docket No.:006943.05125

ASSIGNMENT

WHEREAS, We, Joseph H. Boggs, Paul J. Donnelly and Arthur Forkos, (ASSIGNORS), are inventors of certain inventions and improvements described in a U.S. design patent application and having the title:

CARTRIDGE FOR BEVERAGE DISPENSER

which application was filed on April 3, 2012 and assigned Application No. 29/417,436; 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.:006943.05125

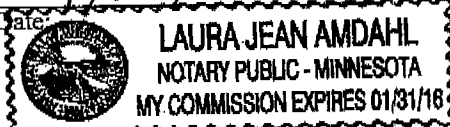
And we hereby grant the attorneys at the law firm of Banner & Witcoff the power to insert into this document information sufficient to identify the patent application to which this assignment pertains.

9/26/12
Date: _____

Joseph H. Boggs
Joseph H. Boggs

State of *Minnesota*)
County of *Benton*)

Joseph H. Boggs, 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.

4/26/12
Date: _____

LAURA JEAN AMDAHL
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 01/31/16

Laura Jean Amdahl
Notary Public
My Commission Expires: *January 31st, 2016*

Date:

Paul J. Donnelly

State of)
County of)

Paul J. Donnelly, 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:

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.

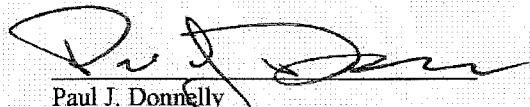
Date: Joseph H. Boggs

State of)
County of)

Joseph H. Boggs, 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:

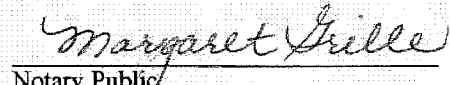
April 14, 2012
Date:


Paul J. Donnelly

State of Connecticut
County of Fairfield

Paul J. Donnelly, 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.

April 14, 2012
Date:


Notary Public
My Commission Expires:

MARGARET GRILLE
NOTARY PUBLIC
MY COMMISSION EXPIRES OCT. 31, 2013

Attorney Docket No.:006943.05125

4/23/2012
Date:

Arthur Forkos
Arthur Forkos

State of New York)
County of Westchester)

Arthur Forkos, 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.

4-23-12
Date:

Deborah Mill
Notary Public
My Commission Expires: 4-24-14

DEBORAH MILL
NOTARY PUBLIC - STATE OF NEW YORK
NO. 01M16144560
QUALIFIED IN DUTCHESS COUNTY
MY COMMISSION EXPIRES APRIL 24, 2014

ASSIGNMENT OF PATENT APPLICATION

THIS ASSIGNMENT is made on the ____ day of _____, 2012, by Intelligent Product Solutions Inc., having its principal place of business at 120 Comac Street, Ronkonkoma, New York 11779 ("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>
29/417,436	April 3, 2012	CARTRIDGE FOR BEVERAGE 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.

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 4th day of JUNE, 2012.

INTELLIGENT PRODUCT SOLUTIONS INC.

By: [Signature]
Name: HILARY FARNSWORTH
Title: DIRECTOR of MECHANICAL ENGINEERING

State of NEW YORK)
County of SUFFOLK)

HILARY L. FRANSWORTH 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 06/04/12

[Signature]
Notary Public
My Commission Expires: 02/27/2016

