

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Tether, Inc.	09/06/2012
Amcor Rigid Plastics USA, Inc.	09/13/2012
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:	29429842
CORRESPONDENCE DATA	
Fax Number:	3124635001
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-463-5000
Email:	BWPTOPAT@bannerwitcoff.com, designteamchicago@bannerwitcoff.com
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:	006943.05416
NAME OF SUBMITTER:	Gemma Markham
Total Attachments: 4 source=05416_Assignment3#page1.tif source=05416_Assignment3#page2.tif source=05416_Assignment3#page3.tif source=05416_Assignment3#page4.tif	

CH \$40.00 29429842

## ASSIGNMENT OF PATENT APPLICATION

THIS ASSIGNMENT is made on the 6th day of September, 2012, by Tether, Inc., having its principal place of business at 316 Occidental Avenue S, 4th Floor, Seattle, Washington 98104 ("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>
<b>29/429,842</b>	<b>August 17, 2012</b>	<b>BOTTLE</b>

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 6 day of September, 2012.

TETHER, INC.

Signature: Sean Horita

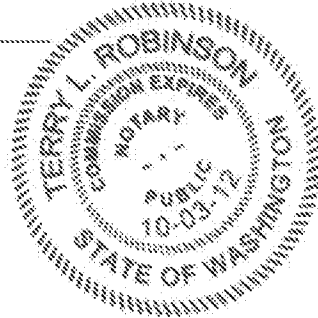
Name: SEAN HORITA

Title: DIRECTOR OF DESIGN

State of WA )  
County of King )

Sean Horita, 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 9-6-12



Terry L. Robinson  
Notary Public

My Commission Expires: 10-03-12

# ASSIGNMENT OF PATENT APPLICATION

THIS ASSIGNMENT is made on the 13 day of September, 2012, by Amcor Rigid Plastics USA, Inc., having its principal place of business at 935 Technology Drive, Suite 100, Ann Arbor, MI 48108-8919 ("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>
29/429,842	August 17, 2012	BOTTLE

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 13 day of September, 2012.

AMCOR RIGID PLASTICS USA, INC.

Signature: James M. McElroy  
Name: James M. McElroy  
Title: Vice President

State of Michigan )  
County of Washtenaw

James M. McElroy 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.

September 13, 2012  
Date

Kayla Urda  
Notary Public  
My Commission Expires: January 2018

KAYLA URDA  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF LENAWEE  
MY COMMISSION EXPIRES Jan 5, 2018  
ACTING IN COUNTY OF Washtenaw