

PATENT ASSIGNMENT COVER SHEET

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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>CARLOS HERNAN MARINA</td> <td>10/07/2013</td> </tr> <tr> <td>JORGE MANUEL MAQUITA NAKANO</td> <td>10/31/2013</td> </tr> <tr> <td>SMART DESIGN, LLC</td> <td>09/05/2013</td> </tr> </tbody> </table>		Name	Execution Date	CARLOS HERNAN MARINA	10/07/2013	JORGE MANUEL MAQUITA NAKANO	10/31/2013	SMART DESIGN, LLC	09/05/2013
Name	Execution Date								
CARLOS HERNAN MARINA	10/07/2013								
JORGE MANUEL MAQUITA NAKANO	10/31/2013								
SMART DESIGN, LLC	09/05/2013								
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>29460539</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	29460539				
Property Type	Number								
Application Number:	29460539								
CORRESPONDENCE DATA									
Fax Number:	(312)463-5001								
Phone:	312-463-5000								
Email:	BWPTOPAT@bannerwitcoff.com, designteamchicago@bannerwitcoff.com								
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>									
Correspondent Name:	BANNER & WITCOFF, LTD.								
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Address Line 2:	SUITE 3000								
Address Line 4:	CHICAGO, ILLINOIS 60606								
ATTORNEY DOCKET NUMBER:	006943.05869								
NAME OF SUBMITTER:	GEMMA MARKHAM								
Signature:	/Gemma Markham/								

CH \$40.00 29460539

PATENT

Date:

11/18/2013

Total Attachments: 6

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ASSIGNMENT

WHEREAS, We, Carlos Hernan Marina and Jorge Manuel Maquita Nakano, (collectively, "ASSIGNORS"), are inventors of certain inventions and improvements described in a U.S. design patent application and having the title:

POD

which application was filed on July 11, 2013 and thereafter received USPTO Serial Number 29/460,539; and

WHEREAS,

PepsiCo, Inc. ("ASSIGNEE")
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;

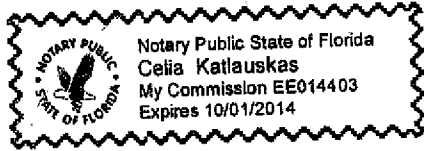
We, as ASSIGNORS, agree that our entire right, title and interest was assigned to the ASSIGNEE effective as of the 5th day of September, 2013.

7/10/13
Date:

[Signature]
Carlos Hernan Marina

State of Florida
County of Beauvoir

Carlos Hernan Marina, 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.



[Signature]
Notary Public
My Commission Expires: 10/01/2014

Date:

Jorge Manuel Maquita Nakano

Date:

Witness Signature

Witness Name

ASSIGNMENT

WHEREAS, We, Carlos Hernan Marina and Jorge Manuel Maquita Nakano, (collectively, "ASSIGNORS"), are inventors of certain inventions and improvements described in a U.S. design patent application and having the title:

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which application was filed on **July 11, 2013** and thereafter received USPTO Serial Number **29/460,539**; and

WHEREAS,

PepsiCo, Inc. ("ASSIGNEE")
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;

We, as ASSIGNORS, agree that our entire right, title and interest was assigned to the ASSIGNEE effective as of the 5th day of September, 2013.

Date:

Carlos Hernan Marina

State of)
)
County of)

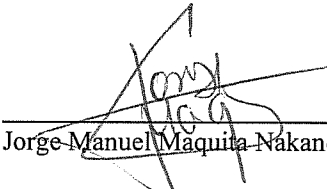
Carlos Hernan Marina, personally known to me to be the person whose name is subscribed to this document, personally appeared before me and acknowledged to me that he/she executed this document.

Notary Public

My Commission Expires:

31/10/2013

Date:



Jorge Manuel Maquita Nakano

Date:

Witness Signature

Witness Name

ASSIGNMENT OF PATENT APPLICATION

THIS ASSIGNMENT is made effective as of the 5th day of September, 2013, by Smart Design, LLC, having its principal place of business at 601 W. 26th Street, Suite 1820, New York, NY 10001 ("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>
29/460,539	July 11, 2013	POD

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 undersigned has caused his/her name to be subscribed hereto as authorized by Assignor in execution of this Assignment.

SMART DESIGN, LLC

Signature: _____

Name: _____

Title: _____

State of NEW YORK
County of NEW YORK

DAVID WEEZINGER, 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.



Notary Public

My Commission Expires: _____

06/27/2015

MARVIN E. BROWN, III
Notary Public, State of New York
No. 01BR6243788
Qualified in New York County
Commission Expires June 27, 2015