# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

onic Version v1.1 EPAS ID: PAT3514425

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
PRASAD JOSHI	06/10/2015
DIMITRIY L. SHMAGIN	06/08/2015
AMCOR RIGID PLASTICS USA, LLC	08/21/2015

## **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:	29514910

## **CORRESPONDENCE DATA**

**Fax Number:** (312)463-5001

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**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:	006943.06805
NAME OF SUBMITTER:	LINETTE HSU
SIGNATURE:	/Linette Hsu/
DATE SIGNED:	09/04/2015

**Total Attachments: 5** 

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PATENT REEL: 036497 FRAME: 0226

## ASSIGNMENT

WHEREAS, We, Prasad Joshi and Dimitriy L. Shmagin, (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 January 16, 2015 and assigned Application No. 29/514,910; and

WHEREAS,

PepsiCo, Inc. 700 Anderson Hill Road Purchase, New York 10577

(ASSIGNEE) desires to acquire ASSIGNOR'S 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;

10 June 2015	Prasad V. Joshi
Date:	Prasad Joshi
Date:	Dimitriy L. Shmagin

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.

And we hereby grant the attorneys at the law firm of Banner & Witcoff the power to insert into t document information sufficient to identify the patent application to which this assignment pertains.		
Date:	Prasad Joshi	
June 8, 2015	jeny —	
Date:	Dimited L. Shmagin	

#### ASSIGNMENT OF PATENT APPLICATION

THIS ASSIGNMENT is made on the 21st day of August , 2015, by Amoor Rigid Plastics USA, LLC, having its principal place of business at 10521 S. Highway M-52, Manchester, Michigan 48158 ("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:

Design Patent

Filing Date

Title

Application No. 29/514,910

January 16, 2015

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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 ASSIGNOR'S 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;
- 6. 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;

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PATENT REEL: 036497 FRAME: 0230

IN WITHE	SS WHEREOF, the parties, 2015.	AMCORRIGIO PLASTICS USA, LLC  Signature:  Name: Jewis fer Bourgoin  Title: YP and General Course
$\frac{8(21)(5)}{\text{Date:}}$	-	Witness Signature  July Tokey Witness Name