

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
PRASAD JOSHI	06/10/2015
DIMITRIY L. SHMAGIN	06/08/2015
AMCOR RIGID PLASTICS USA, LLC	08/21/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	PepsiCo, Inc.
<b>Street Address:</b>	700 Anderson Hill Road
<b>City:</b>	Purchase
<b>State/Country:</b>	New York
<b>Postal Code:</b>	10577
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	29514905
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(312)463-5001
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<b>Correspondent Name:</b>	BANNER & WITCOFF, LTD.
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<b>ATTORNEY DOCKET NUMBER:</b>	006943.06809
<b>NAME OF SUBMITTER:</b>	LINETTE HSU
<b>SIGNATURE:</b>	/Linette Hsu/
<b>DATE SIGNED:</b>	09/04/2015
<b>Total Attachments: 5</b>	
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## 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:

### BOTTLE

which application was filed on January 16, 2015 and assigned Application No. 29/514,905; 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;

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.

10 June 2015  
Date:

Prasad V. Joshi  
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.

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Prasad Joshi

*June 8, 2015*  
\_\_\_\_\_

Date:

  
\_\_\_\_\_  
Dimitry A. Shmagin

# ASSIGNMENT OF PATENT APPLICATION

THIS ASSIGNMENT is made on the 21<sup>st</sup> day of August, 2015, by Amcor 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:

<u>Design Patent</u> <u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>
29/514,905	January 16, 2015	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 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;

IN WITNESS WHEREOF, the parties have executed this Assignment on the 21<sup>st</sup> day of August, 2015.

AMCOR RIGID PLASTICS USA, LLC

Signature: [Signature]

Name: Jennifer Bourgoin

Title: VP and General Counsel

8/21/15  
Date:

[Signature]  
Witness Signature

Jill T. Trokey  
Witness Name