

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT4436043

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JOCHEN FORSTHOVEL	05/24/2017
ALEXANDER SCHAU	05/24/2017
RECEIVING PARTY DATA	
Name:	NIAGARA BOTTLING, LLC
Street Address:	2560 E. PHILADELPHIA STREET
City:	ONTARIO
State/Country:	CALIFORNIA
Postal Code:	91761
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	9120589
Patent Number:	9132933
Patent Number:	D759494
Application Number:	14610940
Application Number:	14806489
Application Number:	14817109
CORRESPONDENCE DATA	
Fax Number:	(714)546-9035
<i>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.</i>	
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Correspondent Name:	RUTAN & TUCKER, LLP
Address Line 1:	611 ANTON BLVD., SUITE 1400
Address Line 4:	COSTA MESA, CALIFORNIA 92626
ATTORNEY DOCKET NUMBER:	101832.0000
NAME OF SUBMITTER:	HANI Z. SAYED
SIGNATURE:	/HANI Z. SAYED/
DATE SIGNED:	05/30/2017

Total Attachments: 5

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ASSIGNMENT

WHEREAS, the undersigned, inventors, Jochen Forsthövel of Regensburg, Germany and Alexander Schau of Regensburg, Germany (referred to hereinafter as "ASSIGNORS") wishes to assign any and all rights to the following marks and/or United States and foreign Patent filings listed on SCHEDULE A;

WHEREAS Niagara Bottling LLC., a Delaware limited liability company having its principal place of business at 2560 E. Philadelphia Street, Ontario, CA 91761, USA (referred to hereinafter as "ASSIGNEE"), is desirous of acquiring all entire right, title and interest in, to and under said INVENTION, and in, to and under Letters Patent or similar legal protection to be or having been obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNORS hereby sells, assigns, transfers and sets over unto the ASSIGNEE, its successors and assigns the entire title, right and interest in and to the INVENTION, and to all Letters Patent or similar legal protection arising therefrom, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said INVENTION by said application or any continuation, continuation-in-part, divisional, renewal, substitute, reissue or reexamination thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, including all priority rights under any International Convention.


ASSIGNORS further covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment; and

ASSIGNORS further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said INVENTION, including the patent application listed above, and any Letters Patent and legal equivalents in foreign countries issuing therefrom as may be known and accessible to ASSIGNORS, and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

ASSIGNORS and ASSIGNEE each covenant to perform all acts and execute and deliver all documents as may be necessary or appropriate to carry out the intent and purposes of this assignment.

This assignment embodies the entire understanding of ASSIGNORS and ASSIGNEE and supersedes and replaces any and all pre-existing assignments or understandings between ASSIGNORS and ASSIGNEE. No amendment or modification of this assignment shall be valid or binding upon ASSIGNORS or ASSIGNEE unless made in writing and signed on behalf of each of ASSIGNORS and ASSIGNEE by their respective duly authorized representative.

WITNESS my hand at Regensburg, Germany, this 24 day of May 2017,
City State Month


Jochem Forsthövel

WITNESS my hand at Regensburg, Germany, this 24 day of May 2017,
City State Month


Alexander Schau

SCHEDULE A					
Title/	Country	Application No.	Filing Date	Patent No.	Issue Date
Swirl Bell Bottle With Wavy Ribs	Colombia	14.139.386	6/27/2014	8398	6/27/2014
Water Packaging Bottle	Japan	2014-13924	6/26/2014	1514664	11/28/2014
Swirl Bell Bottle With Wavy Ribs	Canada	157370	6/25/2014	157370	1/26/2015
Swirl Bell Bottle With Wavy Ribs	Mexico	MX/f/2014/001933	6/24/2014	44931	8/28/2015
Plastic Container With Strapped Base	USA	14/157400	1/16/2014	9,120,589	9/1/2015
Plastic Container With Strapped Base	USA	14/141224	12/26/2013	9,132,933	9/15/2015
Bottle	USA	29/494536	6/20/2014	D759494	6/21/2016
Swirl Bell Bottle With Wavy Ribs	Brazil	BR 3020140030566	6/27/2014		
Swirl Bell Bottle With Wavy Ribs	Australia	2016200518	1/29/2016		
Swirl Bell Bottle With Wavy Ribs	Canada	2,918,903	1/26/2016		
Swirl Bell Bottle With Wavy Ribs	Colombia	16020052	1/26/2016		
Swirl Bell Bottle With Wavy Ribs	Japan	2016-14038	1/28/2016		
Swirl Bell Bottle With Wavy Ribs	Mexico	MX/a/2016/001344	1/29/2016		
Bottle (Fka Swirl Bell Bottle With Wavy Ribs)	Thailand	1601000527	1/29/2016		

SCHEDULE A					
Title/	Country	Application No.	Filing Date	Patent No.	Issue Date
Bottle (Fka Swirl Bell Bottle With Wavy Ribs)	USA	14/610940	1/30/2015		
Plastic Container With Strapped Base	USA	14/806489	7/22/2015		
Plastic Container With Strapped Base	USA	14/817109	8/3/2015		
Plastic Container With Strapped Base	Australia	2013370421	12/26/2013		
Plastic Container With Strapped Base	Brazil	11 2015 015458 1	6/25/2015		
Plastic Container With Strapped Base	Canada	2,895,524	12/26/2013		
Plastic Container With Strapped Base	Chile	201501866	6/26/2015		
Plastic Container With Strapped Base	Colombia	15 146876	6/25/2015		
Plastic Container With Strapped Base	Europe	13821389.7	12/26/2013		
Plastic Container With Strapped Base	Indonesia	P-00201504351	7/13/2015		
Plastic Container With Strapped Base	Japan	2015-550768	6/26/2015		
Plastic Container With Strapped Base	Mexico	MX/a/2015/008422	6/26/2015		
Plastic Container With Strapped Base	Peru	001200-2015/DIN	6/25/2015		
Plastic Container With Strapped Base	Thailand	1501003740	6/26/2015		

SCHEDULE A					
Title/	Country	Application No.	Filing Date	Patent No.	Issue Date
Plastic Container With Strapped Base	Australia	2014370440	1/16/2014		
Plastic Container With Strapped Base	Brazil	11 2015 025191 9	10/1/2015		
Plastic Container With Strapped Base	Canada	2907004	1/16/2014		
Plastic Container With Strapped Base	Chile	201502911	9/29/2015		
Plastic Container With Strapped Base	Colombia	15 231128	9/29/2015		
Plastic Container With Strapped Base	Europe	14875517.6	1/16/2014		
Plastic Container With Strapped Base	Indonesia	P-00201507146	11/4/2015		
Plastic Container With Strapped Base	Japan	2016-561583	9/24/2015		
Plastic Container With Strapped Base	Mexico	MX/a/2015/014355	10/12/2015		
Plastic Container With Strapped Base	Peru	2092-2015	9/29/2015		
Plastic Container With Strapped Base	Thailand	1501006652	11/2/2015		