

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4543544

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
FORCE MAJEURE DESIGN, INC.	08/02/2017
RECEIVING PARTY DATA	
Name:	DIAGEO NORTH AMERICA, INC.
Street Address:	801 MAIN AVENUE
City:	NORWALK
State/Country:	CONNECTICUT
Postal Code:	06851
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29554454
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	van.spier.yaniv@dorsey.com
Correspondent Name:	YANIV VAN SPIER
Address Line 1:	DORSEY & WHITNEY LLP
Address Line 2:	1400 WEWATTA STREET, SUITE 400
Address Line 4:	DENVER, COLORADO 80202
ATTORNEY DOCKET NUMBER:	P256287.US.01
NAME OF SUBMITTER:	YANIV VAN SPIER
SIGNATURE:	/Yaniv Van Spier/
DATE SIGNED:	08/09/2017
Total Attachments: 4	
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ASSIGNMENT

PARTIES TO THE ASSIGNMENT:

Assignor(s):

Force Majeure Design, Inc.
119 Fifth Avenue, Floor 2
New York, NY 10003
United States of America

State of Incorporation: New York

Assignee:

Diageo North America, Inc.
801 Main Avenue
Norwalk, CT 06851
United States of America

State of Incorporation: Connecticut

DESIGN APPLICATION SUBJECT TO THE ASSIGNMENT:

Serial Number..... 29/554,454
Filing Date..... 11 February 2016
Attorney Docket No. P256287.US.01
Title: BOTTLE

WHEREAS, the Assignor identified above, a corporation organized and existing under the laws of the State indicated above, and having its principal place of business at the address indicated above, is the owner of all right, title, and interest in and to a certain new, original, ornamental/industrial design(s) for an article of manufacture (the "Design"), disclosed and described in an application for a design patent in the United States ("U.S.") filed on the filing date indicated above in the United States Patent and Trademark Office ("USPTO") and identified by the title, application number, and/or attorney docket number indicated above (the "Design Application"); and

WHEREAS, Assignee identified above, a corporation organized and existing under the laws of the State indicated above, and having its principal place of business at the address indicated above, desires to acquire the entire right, title, and interest of Assignor in and to the Design, the Design Application, and in, to, and under any and all design patents and industrial design registrations to be obtained therefor;

NOW, THEREFORE, for \$1 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has sold, assigned, and transferred and does hereby sell, assign, and transfer to the Assignee, its successors, legal representatives, and assigns, the entire right, title and interest in and to the Design, the Design Application, and all divisional, continuation, continuation-in-part, and continuing prosecution applications that claim priority thereto, and any reexamination and reissue applications thereof; all international, regional, and foreign applications that claim priority to, are counterparts of, or otherwise correspond thereto; the design patent(s) in the United States and corresponding industrial design registrations in countries or regions foreign thereto, that may or shall issue or have issued therefrom; any extensions, substitutes, or renewals thereof; the right to claim priority to

the filing date of the Design Application; any right, title, or interest in and to the Design and the Design Application under any international conventions; and any and all rights to collect damages for past, present, or future infringement of any U.S. or foreign patent or industrial design registration rights in the Design which may be, shall be, or have been granted (collectively "the Design Rights"); and

Assignor further authorizes said Assignee, its successors, and assigns, or anyone it may properly designate, to apply for a design patent in the U.S. and corresponding design registrations in any and all foreign countries and regions, in its own name if desired, and otherwise take advantage of the provisions of any international conventions; and

Assignor hereby authorizes and requests transfer of the Design Application and any further applications, which may be or shall have been filed under the Design Rights, to the Assignee in accordance herewith and further authorizes and requests any official of any State whose duty consists of issuing design registrations or other evidence or forms of any industrial property protection issuing from the Design Application and all related applications, to issue same to the Assignee, its successors, and assigns in accordance herewith; and

Assignor hereby authorizes Assignee, its successors and assigns, or anyone it may properly designate, to insert in this instrument the application number and filing date of the Design Application once known.

Assignor represents and warrants that Assignor has the right, title, and authority to execute this Assignment and to convey all right, title, and interest in the Design Rights, and that Assignor has not conveyed nor will convey hereafter all or part of the Design Rights to a third party, and Assignor hereby covenants and agrees with the Assignee, its successors and assigns, that Assignor will not execute in writing or do any act whatsoever conflicting with these representations; and

Assignor, on behalf of any individuals associated with the filing or prosecution of the Design Application in Assignor's employ or under its control, agrees to disclose to the Assignee any information, including, but not limited to, prior art references, that Assignor is presently aware of or becomes aware of in the future that would materially affect the patentability or registration of the Design or the Design Application or the present or future validity of the Design Rights; and

Assignor, Assignor's successors, legal representatives, or administrators will at any time upon request, without further or additional consideration, but at the expense of the Assignee, its successors, and assigns, execute such additional writings and do such additional acts as said Assignee, its successors, and assigns, may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for, obtaining, and enforcing any of the Design Rights, including giving testimony in any proceedings or transactions involving such Design Rights; and

This document may be executed in two or more counterparts and by facsimile, all of which shall be deemed an original, and all of which together shall constitute one and the same instrument; and

Assignor further covenants and agrees that this Assignment is effective as of the date of Assignors execution below.

IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.


STATE OF NEW YORK)
CITY AND COUNTY OF) ss
NEW YORK)

SEAL

Carlene E. Purpura
Notary Public, State of New York
No. 01PU6101450
Qualified in New York County
Commission Expires 11/20/19

ASSIGNOR: **Force Majeure Design, Inc.**

Dated: 08/02/2017



(signature)

Place: NEW YORK

By: LAURENT HAINAUT
(printed name of authorized agent of assignor)

Its: PRESIDENT
(title)

Before me, a Notary Public in and for said County and State, personally appeared the identified representative of the Assignor, who executed the foregoing instrument for the purposes and considerations therein expressed.

Given under my hand and seal of office this 2nd day of August 2017.



Notary Public

My Commission Expires: 11/17/2019

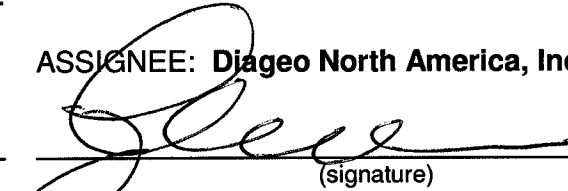
ACCEPTANCE OF ASSIGNMENT

The Assignee hereby acknowledges and accepts the foregoing assignment of rights by Assignor.

IN TESTIMONY WHEREOF, the Assignee, by its undersigned officer, confirms its acceptance on the date set forth below.

ASSIGNEE: **Diageo North America, Inc.**

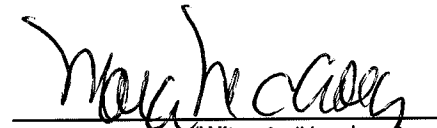
Dated: August 7, 2017

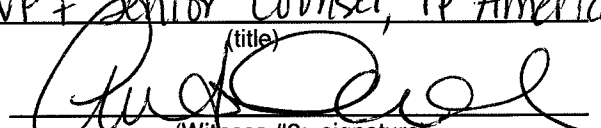

(signature)

Place: Norwalk, CT

By: Jennifer Hamilton
(printed name of authorized agent of assignee)

Its: VP + Senior Counsel, IP Americas
(title)


(Witness #1: signature)
Maria McNulty
(Witness #1: printed name)


(Witness #2: signature)
Andreea Anchoa
(Witness #2: printed name)