

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5522265

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
HASTAMAT VERPACKUNGSTECHNIK GMBH	06/02/2015
RECEIVING PARTY DATA	
Name:	PEPSICO INTERNATIONAL LIMITED
Street Address:	BUILDING 4, CHISWICK PARK
Internal Address:	566 CHISWICK HIGH ROAD
City:	LONDON
State/Country:	ENGLAND
Postal Code:	W4 5YE
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16323655
CORRESPONDENCE DATA	
Fax Number:	(972)367-2002
<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>	
Phone:	(972)367-2001
Email:	reed@cclaw.com
Correspondent Name:	CARSTENS & CAHOON, LLP
Address Line 1:	PO BOX 802334
Address Line 4:	DALLAS, TEXAS 75380
ATTORNEY DOCKET NUMBER:	CFLAY.41073
NAME OF SUBMITTER:	SHAUKAT A. KARJEKER
SIGNATURE:	/Shaukat A. Karjeker, Reg. #34049/
DATE SIGNED:	05/14/2019
Total Attachments: 10	
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Frito-Lay Trading Company GmbH

Serial Number: 16/323,655

Filing Date: February 6, 2019

Confirmation No.: 8101

Title: Handling Sack Food Chips

Attorney File: CFLAY.41073

ASSIGNMENT COVER LETTER

The attached Development Agreement (redacted) provides an assignment of ownership and title to US Serial Number 16/323,655 as follows:

- from Assignor Hastamat Verpackungstechnik GmbH, to which all of its employees are under a duty to assign ownership and title to patents,
- to Assignee PepsiCo International Limited

Respectfully submitted,

By: /Shaukat A. Karjeker, Reg. #34049/

Shaukat A. Karjeker

Registration No. 34,049

Attorney for Applicants

Date: May 14, 2019

CARSTENS & CAHOON, LLP

P.O. Box 802334

Dallas, TX 75380

(972) 367-2001 Telephone

(972) 367-2002 Facsimile

20/05/2015

DEVELOPMENT AGREEMENT

THIS AGREEMENT will be deemed effective as of the 21 day of June, 2015 ("Effective Date").

PARTIES

- (1) **PepsiCo International Limited**, a company incorporated and registered in England and Wales whose registered office is at Building 4, Chiswick Park, 566 Chiswick High Road, London W45YE ("PepsiCo").
- (2) **Hastamat Verpackungstechnik GmbH**, a company incorporated and registered in Germany and having a place of business at Naunheimer Straße 5735633 Lahnau, Germany ("Company").

AGREED TERMS

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3. **INTELLECTUAL PROPERTY RIGHTS**

- 3.1 All Background IP is and will remain the exclusive property of the Party owning it (or, where applicable, the third party from whom its right to use the Background IP has derived); however, each Party hereby grants a non-exclusive, worldwide, royalty-free license to the other to use its Background IP to the extent necessary for each Party to carry out the work described in the SOW.

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3.4 The Parties will execute and do all things necessary to vest the title and interest in Foreground IP to the relevant Party as set out in this section. Furthermore each Party will be responsible for the filing and prosecution of applications for registration on behalf of its own Foreground IP and the maintenance and renewal of any the registrations in countries as it sees fit, subject to the other Party cooperating in the provision of all reasonably necessary assistance, information and instructions to secure intellectual property rights. The costs of all assistance in connection with this section will be borne solely by the Party that stands to benefit from ownership of the relevant Foreground IP rights.

4. **EXCLUSIVITY**

4.1 Company will not manufacture, have manufactured, sell or otherwise distribute any product or equipment to any third party that includes, contains or practices any PepsiCo Background IP or PepsiCo Foreground IP.

5. **CONFIDENTIALITY**

6. **WARRANTIES**

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7. TERM AND TERMINATION

- 7.1 This Agreement will be deemed to have come into effect on the Effective Date and, subject to the remaining terms of this Agreement, will continue in full force and effect for a period of five years ("Term") from the Effective Date. The Parties will meet no later than six months prior to expiry of the Term to determine whether they wish to extend the Agreement. Either Party may terminate this Agreement by giving the other Party not less than six months' written notice.
- 7.2 Either Party will be entitled to terminate this Agreement at any time, including during the currency of the Project, by notice in writing to the other Party if:
- (a) the other Party is in material breach of this Agreement which breach is irremediable or, if remediable, is not remedied by the defaulting Party within 30 days of being requested to do so by the other Party; or
 - (b) the other Party ceases to do business, becomes unable to pay its debts as they fall due, becomes or is deemed insolvent, has a receiver, liquidator, manager, administrator, administrative receiver or similar officer appointed in respect of the whole or any part of its assets or business (or is the subject of a filing with any court for the appointment of any such officer), makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt or an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction), or any equivalent or similar action or proceeding is taken or suffered in any jurisdiction and the same is not dismissed or discharged within 30 days; or
 - (c) the other Party undergoes any change of control, unless such control is acquired by its Affiliate(s).

8. THIRD PARTY INTELLECTUAL PROPERTY RIGHTS

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9. **INSURANCE AND INDEMNIFICATION**

10. **FORCE MAJEURE**

Neither Party will be liable for any delay in performing, or for failure to perform, its obligations under this Agreement if the delay or failure results from any cause or circumstance beyond its reasonable control, including any breach or non-performance of this Agreement by the other Party ("**Force Majeure Event**"), provided that the Force Majeure Event arises without the fault or negligence of the Party. If a Force Majeure Event occurs, the date(s) for performance of the obligation affected will be postponed for as long as is made necessary by the Force Majeure Event, provided that, if any Force Majeure Event continues for a period of or exceeding three months, either Party may terminate this Agreement immediately by written notice to the other Party. Each Party will use reasonable endeavours to minimize the effects of any Force Majeure Event.

11. **ASSIGNMENT AND SUB-CONTRACTING**

- 11.2 Either Party may assign this Agreement, or any of its rights or licenses under this Agreement, to any Affiliate of the assigning Party without the prior consent of the other Party, provided that the assigning Party will remain primarily liable for any obligations assigned. The

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assigning Party will promptly give written notice to the other Party of any assignment to an Affiliate.

13. NOTICES

Any notice required to be given under this Agreement may be delivered personally or sent by courier or transmitted by fax to the other Party at the address given at the beginning of this Agreement, or any other address notified in accordance with this section from time to time. Any notice sent will be deemed to have been given:

- (a) if sent by personal delivery or courier, on delivery at the address of the relevant Party;
- (b) if sent by fax, on confirmation of transmission.

14. VARIATION

No variation of or amendment to this Agreement will bind either Party unless it is made in writing and signed by both Parties. Both Parties will at all times remain willing to discuss possible contractual variations that have been prompted by technical or other factors, although neither Party will have any obligation to agree to any variation proposed.

15. WAIVERS

Failure of either Party to enforce or exercise, at any time or for any period, any term of this Agreement does not constitute, and will not be construed as, a waiver of the term and will not affect the right to enforce the term, or any other term contained in this Agreement, at a later date.

16. GOVERNING LAW AND JURISDICTION

- 16.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the law of England and Wales.
- 16.2 The parties to this agreement irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

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17. **SEVERABILITY**

The invalidity or unenforceability of any term of, or any right arising under, this Agreement will not adversely affect the validity or enforceability of the remaining terms and rights.

18. **ENTIRE AGREEMENT**

18.1 This Agreement constitutes the whole Agreement between the Parties and supersedes all previous Agreements between the Parties relating to its subject matter.

18.2 Each Party acknowledges that in entering into this Agreement, it has not relied on, and will have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement.

19. **SURVIVAL**

Provisions of this Agreement which are either expressed to survive its termination or, from their nature or context it is contemplated that they are to survive termination, will remain in full force and effect notwithstanding termination of this Agreement.

20. **RIGHTS OF THIRD PARTIES**

Except as expressly provided elsewhere in this agreement, no term of this agreement will be enforceable by a third party (being any person other than the parties and their permitted successors and assignees).

21. **FURTHER ASSURANCE**

The Parties will do any further acts and things as are reasonably required to give full effect to the rights given and the transactions contemplated by this Agreement.

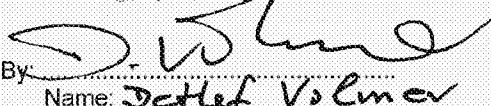
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ACCEPTED AND AGREED:

PepsiCo International Limited

By:
Name:
Title:
Date:

HASTAMAT
PIEPENBROCK GROUP
HASTAMAT Verpackungstechnik GmbH
Naunheimer Str. 57 • 35633 Lahnau • Germany
Tel: +49-6441-60090 • Fax: +49-6441-6009111
Hastamat Verpackungstechnik GmbH

By: 
Name: Detlef Volmer
Title: Managing Director
Date: 2nd June 2015

20/05/2015



20/05/2015

