505585363 07/23/2019

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5632162

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT |

CONVEYING PARTY DATA

| Name | Execution Date |
|-----------------------------------|----------------|
| BELVAC PRODUCTION MACHINERY, INC. | 05/23/2019 |

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: | 16400805 |

CORRESPONDENCE DATA

Fax Number: (202)371-2540

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.

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| ATTORNEY DOCKET NUMBER: | 4711.0500000 | |
|-------------------------|------------------------------|--|
| NAME OF SUBMITTER: | DANIEL A. GAJEWSKI | |
| SIGNATURE: | /Daniel A. Gajewski #64,515/ | |
| DATE SIGNED: | 07/23/2019 | |

Total Attachments: 2

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PATENT REEL: 049835 FRAME: 0041 505585363

ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration, receipt of which is hereby acknowledged, **Belvac Production Machinery, Inc.**, a corporation organized and existing under the laws of Virginia and having an office and place of business at 237 Graves Mill Road, Lynchburg, Virginia 24502-4203 (hereafter referred to as the "Assignor"), hereby sells and assigns to **PepsiCo, Inc.**, a corporation formed under the laws of North Carolina, having an office and place of business at 700 Anderson Hill Road, Purchase, New York 10577 (hereafter referred to as the "Assignee"), its entire right, title and interest for the United States of America (as defined in 35 U.S.C. § 100), and throughout the world, including the right to sue for past infringement and to collect for all past, present and future damages,

- (a) in the invention(s) known as **PLASTIC NECK OUTSERT FOR METAL BEVERAGE CONTAINER** for which application(s) for patent in the United States of America has a filing date or a 371(c) date of <u>May 1, 2019</u> (also known as United States Application No. <u>16/400,805</u>), in any and all applications thereon, in any and all Letters Patent(s) therefor, and
- (b) in any and all applications that claim the benefit of the patent application listed above in part (a), including non-provisional applications, continuing (continuation, divisional, or continuation-in-part) applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and
- (c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The Assignor agrees to execute all papers necessary in connection with the applications and Letters Patents as above, and any non-provisional, continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding applications thereof and also to

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Appl. No. 16/400,805 Atty. Docket No. 4711.0500000

execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

The Assignor agrees to execute all papers necessary in connection with any judicial or administrative proceeding, including but not limited to an interference, derivation, post-grant proceeding, patent enforcement action (judicial or otherwise) related to the applications or Letters Patents or any non-provisional, continuing (continuation, divisional, or continuation-inpart), reissue or reexamination application thereof and to cooperate with the Assignee at Assignee's expense in every reasonable way possible in obtaining evidence and going forward with such interference or patent enforcement act.

The Assignor agrees to perform all affirmative acts at Assignee's request and expense that may be necessary to obtain or ensure a grant of a valid patent to the Assignee.

The Assignor hereby represents that Assignor has full right and authority to convey the entire interest herein assigned, and that Assignor has not executed, and will not execute, any agreement in conflict therewith.

The Assignor hereby grants the patent practitioners associated with CUSTOMER NUMBER 134769 the power to insert in this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

The undersigned Assignor hereby represents that the Assignor understands that the patent practitioners associated with CUSTOMER NUMBER 134769 are legal representatives of, and attorneys for, the Assignee, and are NOT the legal representatives of, and attorneys for, the Assignor.

SIGNED on behalf of the said ASSIGNOR.

Belvac Production Machinery, Inc.

Name: DAVID MAMMOLENTI

Title:

Date: 23-11/2019

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