## 505654776 09/04/2019

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5701582

SUBMISSION TYPE: NATURE OF CONVEYANCE:		NEW ASSIGNMEN	NEW ASSIGNMENT ASSIGNMENT		
		ASSIGNMENT			
CONVEYING PARTY	DATA				
		Name	Name		
SAEC/KINETIC VISIC	DN, INC.			08/09/2019	
RECEIVING PARTY I	DATA				
Name:	PEPSI	PEPSICO, INC.			
Street Address:	700 AN	700 ANDERSON HILL ROAD			
City:	PURCI	PURCHASE			
State/Country:	NEW Y	NEW YORK			
Postal Code:	10577	10577			
Property Type 16		Number 16541011			
CORRESPONDENCE	E DATA				
Fax Number:		(202)371-2540			
		the e-mail address firs l; if that is unsuccessfu			
Phone:	<i>in provide</i> (	(202) 371-2600			
Email: TTas		TTassone@sternekessle	sone@sternekessler.com,TTOPSSecretary1@sternekessler.com		
•		STERNE, KESSLER, GC	RNE, KESSLER, GOLDSTEIN & FOX P.L.L.C		
			NEW YORK AVENUE, NW		
Address Line 4:		WASHINGTON, D.C. 200	)05		
ATTORNEY DOCKET NUMBER:		4711.0590000	4711.0590000		
NAME OF SUBMITTER:		DANIEL A. GAJEW	DANIEL A. GAJEWSKI		
	SIGNATURE:		/Daniel A. Gajewski #64,515/		
SIGNATURE:	DATE SIGNED:		09/04/2019		
SIGNATURE: DATE SIGNED:		09/04/2019			
		09/04/2019			
DATE SIGNED: Total Attachments: 2	netic-Vision	-to-Pepsi-Assignment-471	1-0590000#page1.ti	f	

## 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, SAEC/KINETIC VISION, INC., a corporation organized and existing under the laws of Ohio, and having an office and place of business at 10255 Evendale Commons Drive, Cincinnati, Ohio 45241 (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 **BEVERAGE-INGREDIENT CARTRIDGE** (a) in the invention(s) known as **BEVERAGE-INGREDIENT CARTRIDGE** for which application(s) for patent in the United States of America has a filing date or a 371(c) date of  $\frac{08}{14}/2019$  (also known as United States Application No.  $\frac{16}{541}, 011$ ), 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

## PATENT REEL: 050268 FRAME: 0567

continuation-in-part), reissue, reexamination or corresponding applications thereof and also to 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 Assignce's request and expense that may be necessary to obtain or ensure a grant of a valid patent to the Assignce.

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 grant 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 <u>NOT</u> the legal representatives of, and attorneys for, the Assigner.

SIGNED on behalf of the said ASSIGNOR,

SAEC/KINETIC VISION, INC. Name Haynes Topich Title: Vice President of Engeneering Date: 8/9/2019

Page 2 of 2