

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5816187

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	PAUL LUNN	10/05/2009
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:	15271038	
CORRESPONDENCE DATA		
Fax Number:	(202)371-2540	
<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:	202.371.2600	
Email:	cparnell@sternekessler.com, dgajewski@sternekessler.com	
Correspondent Name:	STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C	
Address Line 1:	1100 NEW YORK AVENUE, N.W.	
Address Line 4:	WASHINGTON, D.C. 20005	
NAME OF SUBMITTER:	DANIEL A. GAJEWSKI	
SIGNATURE:	/Daniel A. Gajewski #64,515/	
DATE SIGNED:	11/12/2019	
Total Attachments: 2		
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PEPSICO



Tropicana



Employee Confidentiality and Intellectual Property Agreement

In consideration of my employment or continuing employment with PepsiCo, Inc. and/or its present and future subsidiaries and affiliated companies (hereinafter called "the Company"), and in consideration for the disclosure of Confidential information (as defined in this agreement), I agree as follows:


1. In the course of my employment with the Company, I will have access to or will generate confidential information as part of my job. Confidential information, as used in this agreement, consists of any technical, economic, financial, marketing or other information which is not common knowledge among competitors or other companies who may want to possess such information. Some examples of confidential information in our business may be information relating to research and development, scientific studies, training methods, new products, new uses for old products, merchandising and selling techniques, customer lists, contracts, licenses, business systems, manufacturing methods, processes or techniques, computer programs, long-range planning, financial plans, etc. This list is merely illustrative, and the Company's confidential information is not limited to this list. **I will not disclose confidential information to others outside the Company, nor use such confidential information for myself or others, unless or until the information becomes generally available to the public through no breach of this agreement. This obligation applies both during and after my employment with the Company, irrespective of the reason for the termination of my employment, and can only be waived by written permission of the Company.**
2. I will not disclose to the Company, or induce the Company to use, any confidential information belonging to others, and I will honor any and all legal obligations I have to previous employers or other persons or companies with respect to confidential information.
3. I agree that upon leaving the Company I will not, without the consent of the Company, take or make use of any confidential information. I further agree that all records, reports, notes, compilations or other recorded matter and copies or reproductions thereof, relating to the Company's operations, activities or business, made or received by me during any past or future term of employment with the Company are and shall be the property of the Company exclusively, and I will keep the same at all times in the Company's custody and subject to its control, and will surrender the same at the termination of my employment if not before.

PATENT

REEL: 050985 FRAME: 0194

4. I acknowledge that all inventions, discoveries, improvements, software, writings and other works relating to the Company's business conceived or made by me during my employment, whether or not during working hours and whether or not on Company premises, are the property of the Company and I will promptly disclose them in writing to the Company. I agree and hereby assign, transfer and convey to the Company my entire right, title and interest in and to all such inventions, discoveries, improvements, software, writings and other works. I shall not be obligated to assign any inventions that I wholly conceive after the termination of my employment with the Company unless such inventions involve the utilization of confidential information I obtained while employed by the Company. I agree to disclose, in writing, a complete list of inventions made, discovered, developed or conceived by me prior to my employment with the Company and I declare that these inventions shall be excluded from this Agreement.
5. During and after my employment I will, at the Company's request, sign all documents and do anything else (at the Company's expense) that the Company deems necessary to perfect its title to the inventions, discoveries, improvements, software, writings and other works disclosed pursuant to the preceding paragraph and to assist the Company in obtaining domestic and foreign patents thereon.
6. During the term of my employment with the Company, I will not, directly or indirectly, plan, organize or engage in any business competitive with any product or service marketed or planned for marketing by the Company and/or become associated or involved in any such acts.
7. If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remaining provisions will nonetheless be enforceable according to their terms. Further, if any provision is held to be overbroad as written, that provision should be considered to be amended to narrow its application to the extent necessary to make the provision enforceable according to applicable law and enforced as amended.
8. This agreement shall be binding upon my heirs, executors, administrators, legal representatives or other successors to my interests.

PAUL LUNN
Employee Printed Name


Employee Signature

10/5/09
Date

(Employee should retain a copy of this signed form for his/her files.)