

| |
|--------------------------------------|
| PATENT ASSIGNMENT COVER SHEET |
|--------------------------------------|

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5981405

| | |
|---|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| THE CONCENTRATE MANUFACTURING COMPANY OF IRELAND | 08/08/2019 |
| RECEIVING PARTY DATA | |
| Name: | PEPSICO, INC. |
| Street Address: | 700 ANDERSON HILL ROAD |
| City: | PURCHASE |
| State/Country: | NEW YORK |
| Postal Code: | 10577 |
| PROPERTY NUMBERS Total: 4 | |
| Property Type | Number |
| Application Number: | 15342353 |
| Application Number: | 29434166 |
| Application Number: | 29465752 |
| Application Number: | 29465756 |
| CORRESPONDENCE DATA | |
| Fax Number: | (312)759-5646 |
| <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: | 3123571313 |
| Email: | mandrade@btlaw.com, pnichols@btlaw.com |
| Correspondent Name: | BARNES & THORNBURG LLP |
| Address Line 1: | P.O. BOX 2786 |
| Address Line 4: | CHICAGO, ILLINOIS 60690-2786 |
| ATTORNEY DOCKET NUMBER: | 2189/311891,312063,312065 |
| NAME OF SUBMITTER: | G. PETER NICHOLS REG. NO. 34401 |
| SIGNATURE: | /G. Peter Nichols/ |
| DATE SIGNED: | 02/25/2020 |
| Total Attachments: 6 | |
| source=The_Concentrate_Manufacturing_to_PepsiCo#page1.tif | |
| source=The_Concentrate_Manufacturing_to_PepsiCo#page2.tif | |
| source=The_Concentrate_Manufacturing_to_PepsiCo#page3.tif | |

source=The_Concentrate_Manufacturing_to_PepsiCo#page4.tif
source=The_Concentrate_Manufacturing_to_PepsiCo#page5.tif
source=The_Concentrate_Manufacturing_to_PepsiCo#page6.tif

PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (this “**Agreement**”), effective as of December 27, 2018 at 12:02AM GMT (the “**Effective Date and Time**”) is by and between The Concentrate Manufacturing Company of Ireland, a company organized and existing under the laws of Ireland having its principal place of business at Swan Building, 3rd Floor, 26 Victoria Street, Hamilton, HM12, Bermuda (“**Assignor**”), and PepsiCo, Inc., a company organized and existing under the laws of North Carolina having its principal place of business at 700 Anderson Hill Road, Purchase, New York 10577, United States of America (“**Assignee**”).

WHEREAS, in consideration of the premises and the mutual covenants set forth herein, Assignor desires to assign to Assignee and Assignee desires to receive all of Assignor’s rights, title, and interests to all patents and/or patent applications owned, assigned to or under the control of Assignor, including but not limited to those listed on Exhibit A attached hereto (the “**Assigned Patents**”).

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment of Assigned Patents.** Effective as of the Effective Date, Assignor hereby assigns to Assignee, its successors and assigns, all of Assignor’s right, title, and interest, including the rights to sue, make claims, and recover any remedy for any past, present or future infringement, damage or injury (and including the right to take over and continue any and all existing suits) to any of the foregoing and collect profits or damages or recover any remedy with respect to same, in and to:

a. the Assigned Patents, and

b. in any and all applications that claim the benefit of the Assigned Patents, including continuing (continuation, divisional, or continuation-in-part) applications, reissues, extensions, renewals, and reexaminations of such Assigned Patents, to the full extent of the term or terms for which Letters Patents issue, and

c. in any and all inventions described in each of the Assigned Patents, and in all forms of intellectual and industrial property protection derivable therefrom, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such Assigned Patents, 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;

and further confirms that all such rights, titles, and interests will be held and enjoyed by 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 Assignor had the assignment set forth in this Agreement not been made.

2. **Assumption of Liabilities.** Assignee hereby assumes all of Assignor's obligations, duties, and liabilities under or arising out of the Assigned Patents.

3. **Representations and Warranties.** Each party hereby represents and warrants to the other party, that on the date hereof,

a. it is duly organized, validly existing and in good standing in each jurisdiction in which it is legally required to be,

b. it has full power and authority to execute, deliver and perform its obligations under this Agreement, and

c. this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

4. **Further Assurances.** Each party hereby covenants and agrees that it shall execute and deliver such deeds and other documents as may be required to implement any of the provisions of this Agreement.

5. **Power to Insert Assignment.** Assignor hereby grants the patent practitioners associated with CUSTOMER NUMBER 110933 with the United States Patent and Trademark Office ("USPTO") the power to insert in this Agreement, including the attached Exhibit A, any further information regarding the Assigned Patents that may be necessary or desirable in order to comply with the rules of the USPTO or any foreign patent offices for recordation of this document.

6. **Severability.** In the event any provision, clause, sentence, phrase, or word hereof, or the application thereof in any circumstances, is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder hereof, or of the application of any such provision, sentence, clause, phrase, or word in any other circumstances.

7. **Entire Agreement.** This Agreement constitutes the definitive agreement of the Parties on the subject matter hereof and supersedes, cancels and annuls all prior agreements, understandings, and undertakings relating to the subject matter hereof. This Agreement shall not be modified or amended except by a written document signed by a duly authorized officer of the Parties. There are no oral agreements, warranties, representations, or understandings affecting this Agreement, and all previous or other negotiations, representations, and understandings between Parties are merged herein.

8. **Succession and Assignment.** References to Assignor and Assignee shall include their respective successors and permitted assigns. This Agreement shall be binding upon and

inure to the benefit of the Parties named herein and their respective successors and permitted assigns. The benefit of this Agreement shall be freely assignable by either Party and, following such assignment, all references in this Agreement to either Party shall be deemed to include its assigns.

9. **Amendments.** No change, modification, or amendment of this Agreement is valid or binding on the parties unless such change or modification is in writing signed by the party or parties to be bound thereby.

10. **Applicable Law.** This Agreement and all disputes and matters arising out of or in connection with it, are governed by the substantive and procedural laws of the State of New York, United States. The Parties submit to the exclusive jurisdiction of the courts of the State of New York, United States in connection with any disputes or matters arising out of or in connection with this Agreement.

11. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signatures of all Parties need not appear on the same counterpart. The delivery of an executed counterpart by facsimile or email, in "portable document format" (".pdf") form, or by any other electronic means, or by a combination of such means, is as effective as signing and delivering this Agreement in person.

[Signatures on following page]

EXECUTION VERSION

IN WITNESS WHEREOF, the parties hereto have executed this Patent Assignment Agreement as of the Effective Date.

The Concentrate Manufacturing Company of Ireland

By: Mary Lynn Kobasa

Name: MARY LYNN KOBASA

Title: DIRECTOR

Date: August 8, 2019

PepsiCo, Inc.

By: Paul A. Lee

Name: Paul A. Lee

Title: Assistant Secretary

Date: August 21, 2019

EXHIBIT A

| Country | Application Number | Filing Date | Publication Number | Publication Date | Patent Number | Issue Date | Title | Application Status |
|--------------------------|--------------------|-------------|--------------------|------------------|---------------|-------------|---|--------------------|
| United States of America | 15/342,353 | 03-Nov-2016 | 2016-0116266 | 03-May-2018 | | | Beverage and Food Production using Greek Yogurt Acid Whey | Published |
| India | 1092/DEL/2012 | 10-Apr-2012 | | | | | Hybrid Refrigerator Using Two Step Cooling Process | Pending |
| India | 1091/DEL/2012 | 10-Apr-2012 | 1091/DEL/2012 | 07-Mar-2014 | | | Hot Side Management of Thermoelectric Cooling Module | Published |
| India | 1340/DEL/2012 | 03-May-2012 | 1340/DEL/2012 | 07-Mar-2014 | | | Seasonal Dispenser | Published |
| India | 1338/DEL/2012 | 03-May-2012 | 1338/DEL/2012 | 07-Mar-2014 | | | System Layout with Venturi Valve | Published |
| India | 244542 | 10-Apr-2012 | | | 244542 | 08-Mar-2013 | Dispenser (ZEUS) | Granted |
| United States of America | 29/434,160 | 10-Oct-2012 | | | 0699,501 | 18-Feb-2014 | Dispenser (ZEUS) | Granted |
| India | 244543 | 10-Apr-2012 | | | 244543 | 03-May-2013 | Cooler [Project Antheia] | Granted |
| United States of America | 29/434,164 | 10-Oct-2012 | | | 0713,426 | 18-Sep-2014 | Cooler [Project Antheia] | Granted |
| India | 244544 | 10-Apr-2012 | | | 244544 | 22-Mar-2013 | Dispenser [ZEUS-2] | Granted |
| United States of America | 29/434,164 | 10-Oct-2012 | | | 0699,066 | 11-Feb-2014 | Dispenser [ZEUS-2] | Granted |
| India | 244545 | 10-Apr-2012 | | | 244545 | 08-Mar-2013 | Cooler [Project Antheia-(2)] | Granted |
| United States of America | 29/434,166 | 10-Oct-2012 | | | 0713,437 | 18-Sep-2014 | Cooler [Project Antheia-(2)] | Granted |
| India | 251969 | 01-Mar-2013 | | | 251969 | 20-Sep-2013 | Ultra Value Versatile Street Dispensing Solution | Granted |
| United States of America | 29/465,752 | 30-Aug-2013 | | | 0715,584 | 21-Oct-2014 | Dispenser | Granted |
| India | 251963 | 01-Mar-2013 | | | 251963 | 20-Sep-2013 | Ultra Value Versatile Street Dispensing Solution | Granted |
| United States of America | 29/465,756 | 30-Aug-2013 | | | 0715,585 | 21-Oct-2014 | Dispenser | Granted |

EXHIBIT A

| | | | | | | | | |
|----------------------------|------------------|-------------|--------------------|-------------|---------|-------------|--|-----------|
| United States of America | 62781,417 | 18-Dec-2018 | | | | | Method and Product for Hydrolysis of Lactose in Dairy Compositions [Optimal sensory sweetness generation through lactose biotransformation in dairy bases] [Dairy] | Pending |
| Brazil | BR112014007741-0 | 31-Mar-2014 | BR112014007741-0 | 18-Apr-2019 | | | Nutrition Beverages | Published |
| Canada | 2850550 | 28-Mar-2014 | | | 2850550 | 21-Feb-2017 | Nutrition Beverages | Granted |
| European Patent Convention | 12775105.5 | 28-Mar-2014 | 2760298 | 06-Aug-2014 | | | Nutrition Beverages | Published |
| Mexico | MX/a/2014/003878 | 28-Mar-2014 | | | 363957 | 09-Apr-2019 | Nutrition Beverages | Granted |
| United States of America | 14/229,882 | 29-Mar-2014 | US-2014-0212565-A1 | 31-Jul-2014 | | | Nutrition Beverages | Appealed |
| Mexico | MX/a/2014/004078 | 03-Apr-2014 | | | | | Nutrition Beverages | Pending |