

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SMART DESIGN, LLC	06/12/2023
RECEIVING PARTY DATA	
Name:	PEPSICO, INC.
Street Address:	700 ANDERSON HILL ROAD
City:	PURCHASE
State/Country:	NEW YORK
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PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17520099
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ATTORNEY DOCKET NUMBER:	4711.1380001
NAME OF SUBMITTER:	JOHN D. HIGGINS
SIGNATURE:	/John D. Higgins/
DATE SIGNED:	06/22/2023
Total Attachments: 2	
source=2023-06-21-Assignment-Smart-Design-LLC-Pepsi-4711-1380001#page1.tif	
source=2023-06-21-Assignment-Smart-Design-LLC-Pepsi-4711-1380001#page2.tif	

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, **SMART DESIGN, LLC**, a corporation organized and existing under the laws of New York, whose mailing address is 601 W. 26th Street, Suite 1820, New York, NY 10001 (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, NY 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 **CONTAINER SEAL OVER-PRESSURE VENT MECHANISM** for which application(s) for patent in the United States of America has a filing date or a 371(c) date of November 5, 2021 (also known as United States Application No. 17/520,099), 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 undersigned inventors 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

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-in-part), reissue or reexamination application(s) thereof or Letters Patent(s) therefor and to cooperate with the Assignee in every way possible in obtaining evidence and assisting with such judicial or administrative proceeding.


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 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,

SMART DESIGN, LLC

By: 
Name: David Werzinger
Title: CFO
Date: June 12, 2023