

08-22-2001

FORM PTO-1594 (Substitute)

RECO



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

101819157

To the Director of the U.S. Patent and Trademark Office. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 8-150)
Gregory J. Podlucky

Individual Association
 General Partnership Limited Partnership
 Corporation-State
 Other: _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: Global Beverage Systems, Inc.

Address: 11 Lloyd Avenue

City: Latrobe State: PA Zip: 15650

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: August 9, 2001

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment.)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s)

A. Trademark Application No(s).
76/091,349

B. Trademark Registration No(s).

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jody L. Burtner, Senior Paralegal
REED SMITH LLP

Address: P.O. Box 488

City: Pittsburgh State: PA Zip: 15230

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6)): \$ 40.00

Enclosed
 Authorized to be charged to deposit account
 Charge any deficiency to deposit account

8. Deposit account number:
18-0582

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true and correct copy of the original document.

Jody L. Burtner, Senior Paralegal [Signature] August 13, 2001
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:
 Director of the U.S. Patent and Trademark Office, Box Assignments
 Washington, D.C. 20231

08/21/2001 LMUELLER 00000172 76091349
 01 FC:481 40.00 DP

ASSIGNMENT OF MARK

This Assignment of Mark effective this 9th day of August, 2001, between Gregory J. Podlucky, an individual, (hereinafter referred to as "ASSIGNOR") and GLOBAL BEVERAGE SYSTEMS, INC., a Pennsylvania corporation, having a business address of 11 Lloyd Avenue, Latrobe, PA 15650 ("ASSIGNEE").

WHEREAS, ASSIGNOR has adopted and used, and/or has filed applications to register, the mark described at least in Schedule A attached hereto and made a part hereof (the "Mark"); and

WHEREAS, ASSIGNOR has agreed to assign, and ASSIGNEE agreed to acquire ASSIGNOR'S entire right, title and interest in and to said Mark set forth at least in the attached Schedule A.

NOW, THEREFORE, intending to be legally bound, ASSIGNOR hereby sells, assigns, transfers and conveys to ASSIGNEE, and does hereby confirm that it has conveyed to ASSIGNEE, ASSIGNOR'S entire right, title, interest and goodwill in and to the Mark and to any applications and registrations therefor as set forth at least in Schedule A attached hereto and made a part hereof, together with the goodwill associated with the Mark, and any common law rights, including any and all prior causes of action and damages relating thereto worldwide.

ASSIGNOR HEREBY COVENANTS that upon the request of the ASSIGNEE (or its assigns) ASSIGNOR will promptly provide the ASSIGNEE (or its assigns) with all pertinent facts and documents relating to said Mark and to any applications and registrations therefor, and legal equivalents in the United States and foreign countries as may be known and accessible to ASSIGNOR and ASSIGNOR will testify as to the same in any action or litigation related thereto and will promptly execute

and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue, enforce and perfect such rights, title, and interest in ASSIGNEE, its successors, assigns and legal representatives for said Mark and to any applications and registrations therefor and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof. Any and all reasonable expenses incurred by ASSIGNOR in connection with its obligations under this paragraph shall be paid by the ASSIGNEE (or its assigns).

ASSIGNOR hereby authorizes the Commissioner of Patents and Trademarks of the United States of America and any appropriate officer of a foreign country, to issue all registrations to ASSIGNEE as owner thereof.

ASSIGNOR



Gregory J. PODLUCKY

SCHEDULE A

MARK	COUNTRY	SERIAL NO. AND FILING DATE	REG. NO. AND REG. DATE	INTERNATIONAL CLASS(es)
CERTIFIED FULLY PASTEURIZED AND DESIGN	U.S.	76/091,349 July 13, 2000		30, 32