

07-27-1998

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Be attached original documents or copy thereof.

To the Honorable Commis

1. Name of conveying party(ies)  
Jose L. Longoria and Steven M. Kenison

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

3. Nature of Conveyance:  
☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other

Execution Date: 07-12-98

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

Name: I.T.E., Inc.

Street Address: 105 N. Interstate 27 City Plainview

State Texas Zip 79072

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

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

If this document is being filed together with a new application, the execution date of the application is

A. Patent Application No.(s)  
09/072,563 Filed: 05/05/98

B. Patent No.(s)

Additional numbers attached? Yes ☐ No ☐

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Daniel V. Thompson, Esq.  
Address: High Point Center, 12225 Greenville Ave., Ste. 995  
Dallas, Texas 75243

6. Total number of applications and patents involved: One (1)

7. Total fee (37 CFR 3.41): \$ 40.00

☒ Enclosed

Authorized to be charged to deposit account

8. Deposit Account Number:  
(Attach duplicate copy of this page if paying by deposit account)

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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 copy of the original document.

Daniel V. Thompson  
Name of Person Signing

Signature

7/16/98  
Date

Total number of pages including cover sheets, attachments and document 4

OMB No. 0651-0011 (exp. 4/94)

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PATENT  
REEL: 9336 FRAME: 0827

Attorney Docket

No. B-6032

ASSIGNMENT

WHEREAS, We, Jose L. Longoria and Steven M. Kenison, citizens of the United States and residing at the addresses as stated below, respectively, have jointly made an invention entitled "**TORTILLA COUNTER-STACKER**"; and we hereby authorize our attorneys, authorized to prosecute a patent application on said invention, to here insert the filing date and serial number of said application, when known:

Filed: 5/5/98 Serial No. 09/072,563

WHEREAS, I.T.E., Inc., a corporation organized under the laws of the State of Texas, U.S.A. having a place of business at Plainview, Texas (hereinafter referred to as ASSIGNEE), is desirous of acquiring the same;

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by us, we have assigned, sold, transferred and set over and by these presents do assign, sell, transfer and set over unto said ASSIGNEE the entire right, title and interest in and to (a) said invention and worldwide rights therein; (b) said application, including all divisions, continuations and substitutions thereof; and (c) all United States and foreign patents which shall issue on said invention, including all reissues, renewals and extensions thereof, for the United States, its territories and possessions and all foreign countries, including the right to file corresponding applications for Letters Patent on said invention in any and all foreign countries, and to claim priority under any and all treaties and conventions to which the United States of America is signatory including the Paris Convention for the Protection of Industrial Property for such corresponding applications, or any division, continuation or substitution thereof, the same to be held and enjoyed by said ASSIGNEE, its assigns and successors, as fully and entirely as the same would have been held and enjoyed by us, had this assignment not been made.

We jointly and severally covenant and agree that we will, at any time upon the request and at the expense of said ASSIGNEE, execute and deliver any and all papers and do all lawful acts that may be necessary or desirable, in the opinion of said ASSIGNEE to enable and assist said ASSIGNEE to (a) obtain Letters Patent, both domestic and foreign, on said invention; (b) establish, maintain and secure title in said ASSIGNEE, its successors and assigns, to said invention, application and Letters Patent, including making such title of lawful public record; and (c) defend, establish or otherwise preserve the validity of said Letters Patent against any and all infringers, and perform such other acts as are necessary to give full force and effect to this assignment.

We jointly and severally represent and covenant that no assignment, mortgage,

sale, license, pledge, encumbrance or alienation of said invention or patent application has been or will be made or entered into which would conflict with this assignment and sale.

We hereby authorize and request the Commissioner of Patents and Trademarks of the United States to issue all Letters Patent based on said application and each division, continuation, substitution, reissue, renewal and extension thereof to said ASSIGNEE, its successors and assigns.

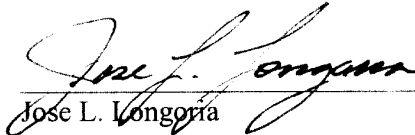
Each of the undersigned further declares that all statements made herein of his own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

IN TESTIMONY WHEREOF, we have duly executed this assignment on the date as indicated next to our names.

First joint inventor: Jose L. Longoria  
Residence: 1308 Canyon  
Plainview, TX 79072  
Citizenship: USA  
Post Office Address: 1308 Canyon  
Plainview, TX 79072

Date:

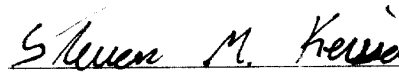
7-12-98

  
Jose L. Longoria

Second joint inventor: Steven M. Kenison  
Residence: 2500 W. 26th, Apt. 4A  
Plainview, TX 79072  
Citizenship: USA  
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Plainview, TX 79072

Date:

7-12-98

  
Steven M. Kenison