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8-18-98

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09-02-1998

3 SHEET

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



Tab settings ▼

To the Honorable Commissioner

100806307

3 attached original documents or copy thereof.

1. Name of conveying party(ies):

Darren Simmons
David N. Money

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

2. Name and address of receiving party(ies)

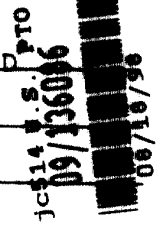
Name: LANCER PARTNERSHIP, LTD

Internal Address: _____

Street Address: 6655 Lancer Blvd.

City: San Antonio State: TX ZIP: 78219

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



3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: July 31, 1998

4. Application number(s) or patent number(s): 09/136086

If this document is being filed together with a new application, the execution date of the application is August 18, 1998

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Donald R. Comuzzi

Internal Address: 1631 Milam Building

08/21/1998 MPEOPLES 00000049 09136086
02 FC:581

40.00 dp

Street Address: 115 East Travis Street

City: San Antonio State: TX ZIP: 78205

6. Total number of applications and patents involved: 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)

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 copy of the original document.

Christopher L. Makay
Name of Person Signing

Signature

18 August 1998
Date

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

ASSIGNMENT

WHEREAS, WE, Darren Simmons and David N. Money, citizens of the U.S.A., residing at 16565 Blanco Rd #301, San Antonio, Texas 78232 and 3601 Magic Dr. #406, San Antonio, Texas, 78229, respectively (hereinafter referred to as "Assignors") have invented certain new and useful improvements in a BEVERAGE DISPENSER WITH ENHANCED COOLING EFFICIENCY, for which we have executed an application for Letters Patent of the United States, of even date herewith; and

WHEREAS, LANCER PARTNERSHIP, LTD., whose business address is 6655 Lancer Blvd., San Antonio, Texas 78219, is desirous of obtaining the entire right, title and interest in, to and under the said improvement and the said application.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said Assignors, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said Assignee, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said improvements, and the said application and all divisions, renewals and continuations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent which may hereafter be filed for said improvements in any country or countries foreign to the United States, and all extensions, renewals and reissues thereof; and we hereby authorize and request the Commissioner for Patents of the United States, and any official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patents for said improvements to the said Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

Assignors further assign to Assignee, its successors, assigns or other legal representatives, any and all claims for damages by reason of past and continuing infringement of said patents, and the right to sue for and collect the same for its own use and benefit and that of its successors, assigns or other legal representatives.

WE HEREBY covenant that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

WE HEREBY further covenant and agree that we will communicate to the said Assignee, its successors, legal representatives and assigns, any facts known to me respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths, and generally do everything possible to aid the said Assignee, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said improvements in all countries.

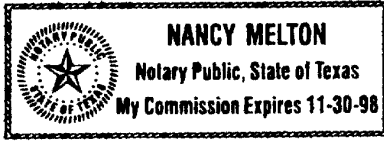
IN TESTIMONY WHEREOF, I hereunto set my hand this 31 day
of July, 1998.

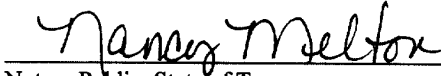


DARREN SIMMONS

STATE OF TEXAS §
 §
COUNTY OF Bexar §

On this 31 day of July, 1998, before me, a Notary
Public, personally appeared DARREN SIMMONS, to me known to be the person of that
name, who signed the foregoing instrument, and he acknowledge the same to be his free
act and deed.





Notary Public, State of Texas
My Commission Expires: 11-30-98

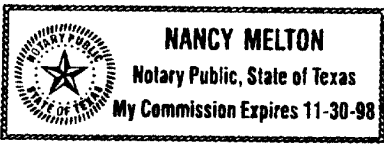
IN TESTIMONY WHEREOF, I hereunto set my hand this 31 day of
July, 1998.

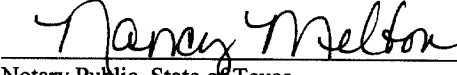


DAVID N. MONEY

STATE OF TEXAS §
 §
COUNTY OF Bexar §

On this 31 day of July, 1998, before me, a Notary
Public, personally appeared DAVID N. MONEY, to me known to be the person of that
name, who signed the foregoing instrument, and he acknowledge the same to be his free
act and deed.





Notary Public, State of Texas
My Commission Expires: 11-30-98