

MTH
10.12.99



101168663

To the Honorable Commissioner of Pa

Attached original documents or copy thereof.

1. Name of Conveying Party(ies):
Robert A. Cunningham
Elizabeth Thorington
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State of
 Other

2. Name and address of receiving party(ies)

Schreiner College
2100 Memorial Boulevard
Kerrville, Texas 78028

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

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

3. Nature of Conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other
Execution Date: October 2, 1999

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

A. Patent Application No. (s)

B. Patent No. (s)
5,755,810

Additional Numbers attached? Yes No

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

Name: Judy Kruger

BRACEWELL & PATTERSON
SOUTH TOWER PENNZOIL PLACE
100 LOUISIANA STREET
SUITE 2900
HOUSTON, TEXAS 77002-2781

6. Total number of applications and patents involved
[1]

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

Enclosed
 Authorized to charge deficiency to deposit account.

8. Deposit account number:

50-0259

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.

Judy Kruger

Name of Person Signing

Judy Kruger
Signature

10-8-99
Date

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

(10/13/1999 MTHA11 00000136 5755810)
01 FC:581 40.00

**ASSIGNMENT OF
U.S. PATENT NO. 5,755,810
AS GIFT TO SCHREINER COLLEGE**

ASSIGNMENT made by Robert A. Cunningham and his wife, Elizabeth Thorington Cunningham (Cunninghams herein), both of 4909 Elm, Bellaire, Texas 77401, County of Harris, to Schreiner College, located at 2100 Memorial Blvd., Kerrville, Texas 78028.

AS A DONATION MADE OF OUR OWN FREE WILL, and for the benefit of Schreiner College, as set forth herein, Cunninghams hereby assign and transfer to said Schreiner College, its successors and assigns, the entire legal right, title and interest in: United States Letters Patent 5,755,810 and the invention therein, and in and to any divisions or continuations thereof, and any Letters Patent obtained for the said invention in the United States and foreign countries, or issuing out of any such division or continuation thereof, and any reissues or extensions of any such Letters Patent.

And, the said Cunninghams hereby covenant that they have full right to convey the entire right, title and interest in said invention, and that they have not executed and will not execute any agreement in conflict herewith.

And Cunninghams further covenant that they will, at any time, upon request, execute and deliver any and all papers that may be necessary or desirable to perfect the title in said Schreiner College, to said invention or any Letters Patent that may be granted therefor, and if Schreiner College, or its assignee, desire to make a substitute, divisional or continuation application for said invention, or to secure a reissue or extension of said Letters Patent, to file a disclaimer relating thereto, or an application for a corresponding patent in any foreign country, that they will upon request, sign all papers, make all rightful oaths, and do all lawful acts requisite for the said purposes, but at the expense of Schreiner College.

Cunninghams shall retain a 50% beneficial interest in said patent and hereby acknowledge that the remaining 50% beneficial interest in the invention to which said patent relates is irrevocably vested in the assignee including the right to make application for protection in all countries abroad and to claim priority under the International Convention for such applications and hereby assent to the making of any such applications, with or without priority claim, and of any divisional application resulting therefrom. Cunninghams shall the right to audit Schreiner's financial records relating to this interest once annually at their expense upon thirty days notice and during a mutually acceptable time.

Schreiner shall be responsible for all costs associated with prosecution, maintenance and renewal of said patent and any additional applications based thereon. In the event that Schreiner elects to not maintain said patent or any related patent, Cunninghams shall have the right to do so at their expense. In such case, the patent and any related patent shall be reassigned to Cunninghams.

And, Cunninghams further covenant that they will at all times communicate to the Schreiner College, its successors, assigns or legal representatives, all facts relating to said invention and Letters Patent, or the history thereof, known to them, and testify as the same in interferences or other litigation, when requested so to do.

Executed and delivered this 2nd day of OCTOBER, 1999.

Inventor [Signature]

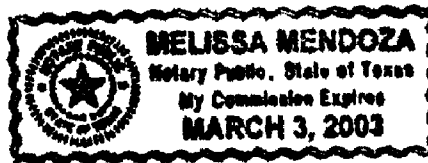
His Wife [Signature]

State of TEXAS)
) ss
County of HARRIS)

Personally appeared before me this 2nd day of OCTOBER, 1999 Robert A. Cunningham, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

[Signature]
Notary Public
My Commission expires March 3, 2003

(SEAL)
State of TEXAS)
) ss
County of HARRIS)



Personally appeared before me this 2nd day of OCTOBER, 1999, Elizabeth Thorington Cunningham, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

[Signature]
Notary Public
My Commission expires March 3, 2003

(SEAL)
State of TEXAS)
) ss
County of HARRIS)

