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To the Honorable Commissioner of Patents a.

101255135

original documents or copy thereof.

1. Name of conveying party(ies):

Kevin L. Morales

John I. Guidry, II

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

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

Name: Guidry & Morales Holdings, Inc.

Internal Address: _____

Street Address: 169 East 51st Street

City: Cut Off State: LA ZIP: 70345

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

101255135 U.S. PTO
09/14/00

3. Nature of conveyance:

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

Execution Date: January 14, 2000

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: 1/14/2000

A. Patent Application No.(s)

B. Patent No.(s)

09/483088

Additional numbers attached? Yes No

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

Name: C. Emmett Pugh

Internal Address: _____

Street Address: 601 Poydras Street

Suite 2335

City: New Orleans State: LA ZIP: 70130

6. Total number of applications and patents involved:

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

Enclosed

Authorized to be charged to deposit account for any over payment or under payment.

8. Deposit account number:

16-2605

(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.

C. Emmett Pugh
Name of Person Signing

Signature

January 14, 2000
Date

Total number of pages comprising cover sheet:

WORLD WIDE PATENT & TECHNOLOGY ASSIGNMENT

WHEREAS, John L. Guidry, II, a resident of Cut Off, Louisiana, (hereinafter termed the "Co-Inventor"), having a mailing address of 169 East 51st Street, Cut Off, LA 70345, has co-invented a certain new and useful "**Transportable, Self-Contained, Refrigeration System**" (hereinafter termed the "Invention"), for which he is about to make application for United States Letters Patent, the application being signed by him on even date herewith (said application, as well as any divisions, reissues, renewals, continuations, continuations-in-part, substitutions and extensions thereof, collectively hereinafter termed the "U.S. Patent Rights"); and

WHEREAS, Kevin L. Morales, a resident of Houma, Louisiana, (hereinafter also termed the "Co-Inventor"), having a mailing address of 115 Timbalier Drive, Houma, LA 70363, has co-invented a certain new and useful "**Transportable, Self-Contained, Refrigeration System**" (hereinafter termed the "Invention"), for which he is about to make application for United States Letters Patent, the application being signed by him on even date herewith (said application, as well as any divisions, reissues, renewals, continuations, continuations-in-part, substitutions and extensions thereof, collectively hereinafter termed the "U.S. Patent Rights"); and

WHEREAS, the Co-Inventors have also developed much related technology and trade secrets information and construction drawings concerning the marketing, manufacture, design, and use of the Invention (hereinafter collectively termed the "Technology"); and

WHEREAS, one or more foreign patent applications corresponding to or based on some or all of said U.S. Patent Rights may be filed in the future (collectively hereinafter termed the "Foreign Patent Rights");

WHEREAS, Guidry & Morales Holdings, Inc., a Louisiana corporation (hereinafter termed the "Corporation") also having a business address at 169 East 51st Street, Cut Off, LA 70345, is desirous of acquiring the entire right, title and interest in and to said Invention and to said Technology, and to said U.S. Patent Rights and to said Foreign Patent Rights, and in and to

any Letters Patent that may be granted therefor in the United States and its territories and in any and all foreign countries.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) to us in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the aforesaid Co-Inventors, have sold, assigned, and transferred, and by these presents do hereby sell, assign and transfer unto said Corporation, the full and exclusive right to the said Invention, to said application, to said U.S. Patent Rights, and to said Technology in the United States and its territorial possessions and in all foreign countries, including all rights under the International Convention, and the entire right, title and interest in and to any and all Letters Patent which may be granted therefor in the United States and its territorial possessions and in any and all foreign countries, and in and to any and all divisions, reissues, renewals, continuations, continuations-in-part, substitutions and extensions thereof, including all of said U.S. Patent Rights, said Foreign Patent Rights and said Technology.

We hereby authorize and request the Patent Officials in the United States and all foreign countries to issue any and all of said Letters Patent, when granted, to said Corporation, as the assignee of our entire right, title and interest in and to the same, for the sole use and enjoyment of said Corporation, its successors and assigns.

Further, we agree that we will communicate to said Corporation and its representative(s) any facts known to us respecting said Invention and said Technology, and testify in any legal proceedings, sign all lawful papers, execute all divisions, reissues, renewals, continuations, continuations-in-part, substitutions and extensions applications therefor, execute all necessary assignment papers to cause any and all of said Letters Patent to be issued to said Corporation, make all rightful oaths and generally do everything necessary or desirable to aid said Corporation, its successors and assigns, to obtain and enforce proper protection for said Invention and said Technology in the United States and in any and all foreign countries.

THIS ASSIGNMENT is effective on the last date signed by the Co-Inventors below.

01-14-2000
Date

John L. Guidry, II
John L. Guidry, II (Co-Inventor)

01-14-2000
Date

Kevin L. Morales
Kevin L. Morales (Co-Inventor)

ASSIGNMENT ACCEPTED on behalf of Corporation, by:

John L. Guidry, II
John L. Guidry, II
President

01-14-2000
Date

WITNESSES:

Sandra M. Martin

Kelly Meyer