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Address (line 3) Bethel Park Pennsylvania 15102-1905
City State/Country Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name Kenneth P. McKay, Esq.
Address (line 1) Unicorn Plaza
Address (line 2) 3755 Library Rd.
Address (line 3) Pittsburgh, PA 15234
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Correspondent Name and Address

Area Code and Telephone Number **412-344-6113**

Name **Kenneth P. McKay, Esq.**

Address (line 1) **Unicorn Plaza**

Address (line 2) **3755 Library Rd.**

Address (line 3) **Pittsburgh, PA 15234**

Address (line 4)

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Patent Application Number(s)

09/419,195

Patent Number(s)

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

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Patent Cooperation Treaty (PCT)

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Number of Properties

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1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ **40.00**

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Kenneth P. McKay

Name of Person Signing

Signature

Date

PATENT ASSIGNMENT AGREEMENT

Assignment made January 14, 2001, 2000 by Eric Hofmeister and Robert Johnson, The Technology House, 30700 Carter St., Solon, OH 44139, both hereinafter referred to as co-inventor and assignors.

RECITALS

The parties recite and declare:

Inventors Matt Clements (hereinafter "Assignee) and Eric Hofmeister and Robert Johnson (hereinafter "Assignors") have invented the "Flat Packet Vending Machine with Removable Cartridge ", the invention being described in and identified by a United States Patent Application, application Ser. No. 09/419,195, filed October 15, 1999, and having been granted a Notice of Allowance for same, dated November 17, 2000.

Assignee desires to acquire the entire right, title, and interest in the above-stated application in the invention and improvements thereon, and in letters patent when granted in the United States and foreign countries.

In consideration of the acceptance of all costs, fees, debts, and related expenses associated with the filing, prosecution and maintenance of the invention by assignee, and other good and valuable consideration, the receipt of which is acknowledged, co-inventor and assignors assigns to assignee the entire right, title, and interest in the above-described application and the invention, and in any improvements in the invention previously or after the date of this assignment made or acquired by co-inventor, and to all rights of priority thereto pursuant to the International Convention for the Protection of Industrial Property, and in any patent on the invention and/or improvements that may be granted in the United States or any foreign country, including each patent granted on any application that is a division, substitution, or continuation of the application specifically identified in this assignment, and in each reissue or extension of the patent.

The co-inventors Eric Hofmeister and Robert Johnson here as Assignors assigns to assignee the entire right, title and interest in invention.


Assignors agree to cooperate with assignee such that assignee may enjoy to the fullest extent the rights conveyed under and pursuant to this assignment. Such duty includes prompt execution of all papers, to be prepared at the expense of assignee, that are deemed necessary or desirable by assignee to perfect the conveyed rights.

The terms, covenants, and provisions of this assignment shall inure to the benefit of assignee, its successors, assigns, and/or other legal representatives, and shall be binding on inventor, his heirs, assigns, and other legal representatives.

Assignors warrant and represents that he has not entered into any assignment, contract, or understanding in conflict with this assignment.

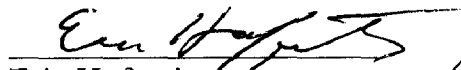
In witness whereof, each party to this assignment has caused it to be executed as indicated below.

Co-Inventor and Assignee:


Matthew Clements
Pittsburgh, PA

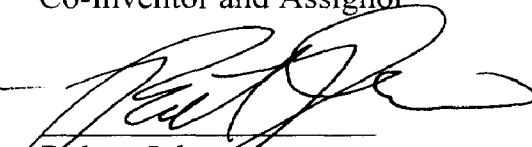
Date: 1/14/01

Co-Inventor and Assignor:


Eric Hofmeister
Solon, OH

Date: 12/27/00

Co-Inventor and Assignor


Robert Johnson
Solon, OH

Date: 1-3-2001