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U.S. DEPARTMENT OF COMMERCE

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| To the nonorable Commissioner of Faterits and Trademarks: | rease record the attached original documents or copy thereof. |
|---|--|
| 1. Name of conveying party (ies): David C. Sudolcan Thomas J. Chadwell Additional name(s) of conveying party (ies) attached? NO Yes/ No 3. Nature of conveyance: X Assignment Merger | 2. Name and address of receiving party (ies) Name: LANCER PARTNERSHIP, LTD. Internal Address: Street Address: 6655 Lancer Blvd. |
| Security Agreement Change of Name Other | City: San Antonio State: TX ZIP: 78219 |
| Execution Date: May 18, 2000 | Additional name(s) & address (es) attached? <u>NO</u> Yes/ No |
| 4. Application number (s) or patent number (s): If this document is being filed together with a new application A. Patent Application No.(s) Additional numbers at | B. Patent No.(s) Tached? NO Yes/No 09766476 |
| 5. Name and address of party to whom correspondence concerning document should be mailed: | 6. Total number of applications and patents involved:1 |
| Name: CHRISTOPHER L. MAKAY | 7. Total fee (37 CFR 3.41) \$\$ 40.00 |
| Internal Address: 1634 Milam Building | Authorized to be charged to deposit account |
| Street Address: 115 East Travis Street | 8. Deposit account number: |
| City: San Antonio State: TX ZIP: 78205 | (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. Christopher L. Makay Name of Person Signing Total number of pages including cover sheet, attachments, and document:3 | |

Mail documents to be recorded with required coversheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

REEL: 011481 FRAME: 0130

ASSIGNMENT

WHEREAS, WE, David C. Sudolcan and Thomas J. Chadwell, citizens of the United States, residing at 12365 Rudolph Rd, #1, Atascosa, Texas 78002_and 3539 Oakhorne, San Antonio, Texas 78247, respectively, (hereinafter referred to as "Assignors") have invented certain new and useful improvements in AN ELECTRONIC CONTROL SYSTEM FOR A BEVERAGE DISPENSER, for which we have executed an application for Letters Patent of the United States, of even date herewith; and

WHEREAS, LANCER PARTNERSHIP, LTD., a Texas limited liability partnership 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.

PATENT REEL: 011481 FRAME: 0131

| IN TESTIMONY WHEREOF, I hereunto set my hand this 1 day of, 2000. |
|---|
| David C. Sudolcan |
| STATE OF TEXAS § |
| COUNTY OF BEXAL \$ |
| On this day of, 2000, before me, a Notary Public, personally appeared David C. Sudolcan, 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. |
| MARY LEE PAREDES MY COMMISSION EXPIRES May 2, 2004 Notary Public, State of Texas My Commission Expires: 5 02 04 |
| IN TESTIMONY WHEREOF, I hereunto set my hand this |
| day of , 2000. Thomas J Chadwell |
| STATE OF TEXAS S COUNTY OF BELOT S On this S On this M day of M day of M county Public, personally appeared Thomas J. Chadwell, 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. |
| MARY LEE PAREDES MY COMMISSION EXPIRES May 2, 2004 Notary Public, State of Texas My Commission Expires:5 02 04 |

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RECORDED: 01/22/2001