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

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. 1. Name of conveying party (ies): 2. Name and address of receiving party (ies) THOMAS J. CHADWELL and DAVID C. SUDOLCAN Name: <u>LANCER PARTNERSHIP, LTD.</u> Additional name(s) of conveying party (ies) attached? NO Yes/ No Internal Address: 3. Nature of conveyance: Street Address: 6655 Lancer Blvd. X Assignment Merger Change of Name Security Agreement City: San Antonio State: TX ZIP: 78219 \_\_\_\_ Other \_\_\_\_\_ Execution Date: January 17, 2001 Additional name(s) & address (es) attached? NO Yes/ No 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: January 26, 2001 A. Patent Application No.(s) B. Patent No.(s) Additional numbers attached? NO Yes/ No 6. Total number of applications and patents involved: \_\_\_1 5. Name and address of party to whom correspondence concerning document should be mailed: 7. Total fee (37 CFR 3.41) ...... \$ \_\_\_\_\_ 40.00 Name: CHRISTOPHER L. MAKAY Internal Address: 1634 Milam Building X Enclosed \_\_ Authorized to be charged to deposit account Street Address: 115 East Travis Street 8. Deposit account number: 1/31/2001 HLE333 00000013 09771432 3 FC:581 City: San Antonio State: TX ZIP: 78205 (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 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

L-0170.61

## **ASSIGNMENT**

WHEREAS, WE, Thomas J. Chadwell and David C. Sudolcan, citizens of the United States of America, residing at 3539 Oakhorne, San Antonio, Texas 78247 and 12365 Rudolph Rd., Atascosa, Texas 78002, respectively, (hereinafter referred to as "Assignors") have invented certain new and useful improvements in a NETWORK TOPOLOGY FOR FOOD SERVICE EQUIPMENT ITEMS, 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: 011490 FRAME: 0052

**RECORDED: 01/26/2001** 

PATENT

**REEL: 011490 FRAME: 0053**