



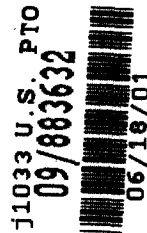
To the Honorable Commissioner of Patents

101771167

... record the attached original documents or copy thereof.

1. Name of conveying party(ies): 6/18/01
 Paul Gibson
 Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party:
 Name: Food Cart Systems, Inc.
 Address: P. O. Box 419
 Clearwater, Florida 33757
 Country: U.S.A.
 Additional name(s) & address(es) attached? Yes No



3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: June 16, 2001

4. Application number(s) or patent number(s): 09/883632
 If this document is being filed together with a new application, the execution date of this application is:
 Title: METHOD AND APPARATUS FOR REMOTELY DISPENSING BEVERAGES
 A. Patent Application No. _____ B. Patent No.(s) _____
 Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Gregory W. Carr, Esq.
 Internal Address:
 Street Address: 670 Founders Square
 900 Jackson Street
 City: Dallas State: TX ZIP: 75202

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
 8. Deposit account number: 50-0605
 (Attach duplicate copy of this page if paying by deposit account)

07/09/2001 TDIAZ1 00000042 500605 09883632
 01 FC:581 40.00 CH

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.
 Gregory W. Carr; Reg. No. 31,093
 Name of Person Signing Gregory W. Carr Signature 6/18/01 Date

Total number of pages comprising cover sheet, attachments, and document:

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

For: U.S. Rights and Foreign Rights
For: U.S. Application
By: Inventor

ASSIGNMENT OF INVENTION

In consideration of the payment by ASSIGNEE to ASSIGNOR of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration,

ASSIGNOR:

Paul Gibson
3156 Oyster Bayou Way
Clearwater, Florida 33759
Nationality: U.S.A.

hereby sells, assigns and transfers to

ASSIGNEE:

Food Cart Systems, Inc.
P. O. Box 419
Clearwater, Florida 33757

and the successors, assigns and legal representatives of the ASSIGNEE the entire right, title and interest for the United States and its territorial possessions and in all foreign countries, including all rights to claim priority, in and to any and all improvements which are disclosed in the invention entitled:

METHOD AND APPARATUS FOR REMOTELY DISPENSING BEVERAGES


and which is found in (37 C.F.R. § 3.21) U.S. patent application executed on even date herewith and any legal equivalent thereof in a foreign country, including the right to claim priority and, in and to, all Letters Patent to be obtained for said invention by the above application or any continuation, division, renewal, or substitute thereof, and as to letters patent any reissue or re-examination thereof.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

IN WITNESS WHEREOF, the Assignor has hereunto set his hands on the date indicated below.

Date: June 16, 2001



Signature of Paul Gibson