

07-31-2001

Form PTO-1595

(Rev. 6-93)

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



101793040

SHEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party (ies): 07/18/01  
DAVID C. SUDOLCAN

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

3. Nature of conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other

Execution Date: 10 July 2001

2. Name and address of receiving party (ies)

Name: LANCER PARTNERSHIP, LTD.

Internal Address: \_\_\_\_\_

Street Address: 6655 Lancer Blvd.

City: San Antonio State: TX ZIP: 78219

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: 18 July 2001

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? NO Yes/ No

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

Name: CHRISTOPHER L. MAKAY

Internal Address: 1634 Milam Building

Street Address: 115 East Travis Street

City: San Antonio State: TX ZIP: 78205

6. Total number of applications and patents involved: 1

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

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(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

[Signature]  
Signature

18 July 2001  
Date

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

PATENT REEL: 012009 FRAME: 0585

L-0170.51

JC997 U.S. PTO  
09/908405  
07/18/01

07/24/2001 00000048 09508405  
09 FD:581

## ASSIGNMENT

WHEREAS, I, DAVID C. SUDOLCAN, a citizen of the U.S.A, residing at 12365 Rudolph Rd. #1 Atascosa, Texas 78002 (hereinafter referred to as "Assignor") have invented certain new and useful improvements in an INTELLIGENT VOLUMETRIC MODULE FOR DRINK DISPENSER, for which I 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 me in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, I, the said Assignor, 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 I 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.

Assignor further assigns 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.

I HEREBY covenant that I have full right to convey the entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith.

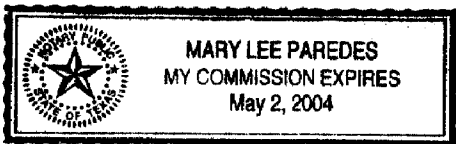
I HEREBY further covenant and agree that I will communicate to the said Assignee, its successors, legal representatives and assigns, any facts known to me respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, 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.

IN TESTIMONY WHEREOF, I hereunto set my hand this 10 day  
of July, 2001.

David C. Sudolcan  
DAVID C. SUDOLCAN

STATE OF TEXAS §  
COUNTY OF Bexar §

On this 10<sup>th</sup> day of July, 2001, 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  
Notary Public, State of Texas  
My Commission Expires: 5/2/04