

07-11-2002

FORM PTO-1595  
(Rev. 03/01)



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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)  
Tab settings

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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):  
**Scott Kalm**

7.9.02

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

2. Name and address of receiving party(ies):

Name: **Emerald Grove Capital, Ltd.**

(A Texas limited partnership)

Street Address: 3922 Windsor

City: Dallas State: Texas Zip Code: 75202

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other

Execution Date: February 7, 2002

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:

A. Patent Application No.(s)

09/938,863

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: Eugene Terk, Esq.

JENKENS & GILCHRIST, P.C.  
3200 Fountain Place  
1445 Ross Avenue  
Dallas, Texas 75202-2799

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:

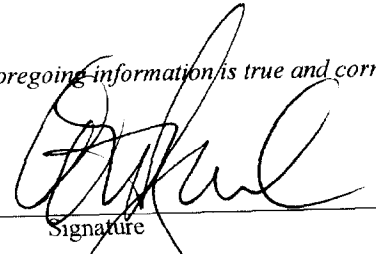
10-0447 (for deficiency only)

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.

Andre Szuwalski, Esq.  
Name of Person Signing

  
Signature

6/27/02  
Date

Total number of pages including cover sheet, attachments, and document 7

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

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OFFICE OF PATENT RECORDS  
2002 JUL - 9 PM 1:34  
FINANCE SECTION

2. Additional Name and Address of Receiving Party:

Name: Ten Eleven Eighty-Six, L.P.  
A Texas limited partnership

With an address at: 6328 Courtland Drive  
Plano, Texas 75093

## PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT is effective as of the 7 day of February, 2002, between Scott Kalm, an individual resident of the State of Texas, ("Assignor"), Emerald Grove Capital, Ltd., ("EGC") a Texas limited partnership, and Ten Eleven Eighty-Six, L.P. ("TEES"), a Texas limited partnership.

WHEREAS, Assignor desires to assign its entire right, title and interest in and to U.S. Patent Application Serial No. 09/938863 entitled "Molded Non-Metallic Conveyor Apparatus" (the "'863 Application") to EGC and TEES; and

WHEREAS, EGC is desirous of having a Twenty-Three Percent (23%) interest (the "EGC Interest") and TEES is desirous of having a Seventy-Seven Percent (77%) interest ("TEES Interest") in the '863 Application, and all rights thereunder and the inventions therein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, and transfer to EGC, its successors and assigns, the EGC Interest and to TEES, its successors and assigns, the TEES Interest in the entire right, title and interest in and to the '863 Application and any patents, divisions, continuations, continuations-in-part, reissues and extensions thereof, and the inventions therein disclosed, and improvements thereon, and any patent or patents that may be issued or reissued thereon, together with all claims for profits and damages by reason of past infringements of the '863 Application, including the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns or other legal representatives.

Assignor represents and warrants to EGC and TEES that: (i) it holds legal and beneficial title in the '863 Application free and clear of any encumbrances that might affect the assignment granted hereunder; (ii) the intellectual property involved in the '863 Application is subsisting and has not been adjudged invalid or unenforceable; and (iii) to the best of its knowledge, the invention claimed in the '863 Application shall not infringe upon any patent and/or trade secret of any third party in any country.


Assignor covenants that it will, when requested and at EGC and TEES's expense, based on their respective interest, execute, deliver and acknowledge all such further instruments of conveyance and do and perform all such other acts and things as EGC and TEES may reasonably require to more effectively accomplish the assignment, transfer and recordation thereof of the '863 Application.

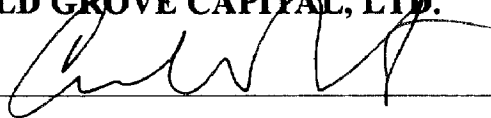
Assignor hereby authorizes EGC and TEES, and their successors and assigns, to file, based on their respective interest, applications for patents in foreign countries in connection with the inventions hereby transferred, under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treat, the European Patent Convention, and all other treaties of like purposes, claiming the priority of the '863 Application or otherwise, and to secure the patent or patents issued thereon.

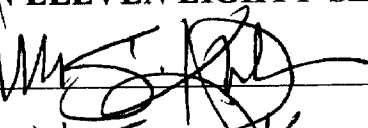
Assignor hereby authorizes the Commissioner of Patents and Trademarks to transfer the '863 Application to EGC and TEES, based on their respective interest, as assignees of the entire right, title and interest therein or otherwise as EGC and TEES may direct, in accordance with this instrument of assignment.

This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor, individually, and EGC and TEES, each by its respective and duly authorized officers, have caused this Patent Assignment to be duly executed thereunto as of the 7 day of February, 2002.

**SCOTT KALM**  
By: 

**EMERALD GROVE CAPITAL, LTD.**  
By:   
Name: Case W. Forsythe  
Title: President

**TEN ELEVEN EIGHTY-SIX, L.P.**  
By:   
Name: SCOTT KALM  
Title: PRESIDENT

STATE OF TEXAS

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COUNTY OF DALLAS

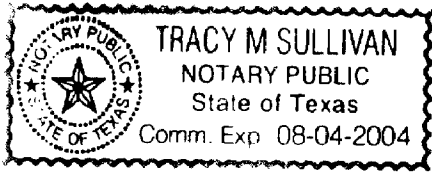
Scott Kalm, an individual resident of the State of Texas, personally appeared before me, and being first duly sworn declared that he signed the assignment in the capacity designated, and further states that he has read the above assignment, and the statements therein contained are true.

SUBSCRIBED AND SWORN TO before me this 7<sup>th</sup> day of February, 2002.

Tracy M. Sullivan  
Notary Public in and for the State of Texas

My Commission Expires:  
8/4/04

Tracy M. Sullivan  
Printed Name



STATE OF TEXAS

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§

COUNTY OF DALLAS

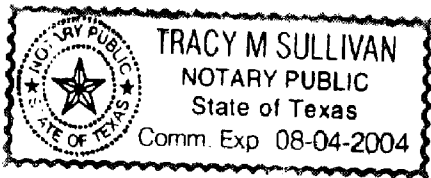
Carl Forsythe, of Emerald Grove Capital, Ltd., personally appeared before me, and being first duly sworn declared that he/she signed the assignment in the capacity designated, and further states that he/she has read the above assignment, and the statements therein contained are true.

SUBSCRIBED AND SWORN TO before me this 7<sup>th</sup> day of February, 2002.

Tracy M. Sullivan  
Notary Public in and for the State of Texas

My Commission Expires:  
8/4/04

Tracy M. Sullivan  
Printed Name



STATE OF TEXAS

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§

COUNTY OF DALLAS

W. Scott Kalm, of Ten Eleven Eighty-Six, L.P., personally appeared before me, and being first duly sworn declared that he/she signed the assignment in the capacity designated, and further states that he/she has read the above assignment, and the statements therein contained are true.

SUBSCRIBED AND SWORN TO before me this 7<sup>th</sup> day of February, 2002.

Tracy M. Sullivan  
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Tracy M. Sullivan  
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