

FORM (Rev. OMB P08A

05-02-2003

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

PATENTS ONLY



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102437082

Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Thomas E. Wallace

4-25-03

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

Name: A la Cart, Inc.

Address: 10900-A South Commerce Boulevard

City: Charlotte

State/Prov.: NC

Country: US

ZIP: 28273

Additional names(s) of conveying party(ies)

Yes No

Additional name(s) & address(es)

Yes No

3. Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other

Execution Date: April 8, 2003

4. Application number(s) or patent numbers(s):

10423309

If this document is being filed together with a new application, the execution date of the application is: April 8, 2003

Patent Application No.

Filing date

B. Patent No.(s)

Additional numbers

Yes No

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

Name: James D. Wright

Registration No. 43,291

Address: Kennedy Covington Lobdell & Hickman, LLP

Hearst Tower, 47th Floor

214 North Tryon Street

City: Charlotte

State/Prov.: NC

Country: US

ZIP: 28202

6. Total number of applications and patents involved:

1

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

Enclosed - Any excess or insufficiency should be credited or debited to deposit account

Authorized to be charged to deposit account

8. Deposit account number:

18-1215

(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.

James D. Wright

Signature

April 25, 2003

Name of Person Signing

Signature

5

Date

Total number of pages including cover sheet, attachments, and

JCS87 U.S. PTO 10/423309 04/25/03

ASSIGNMENT

WHEREAS,

**Thomas E. Wallace
9707 Grasmere Drive
Charlotte, North Carolina 28270**

(hereinafter "Assignor") has invented certain new and useful improvements and/or designs (hereinafter "Invention"), for a full description of which reference is here made to a provisional patent application entitled:

FOOD INFORMATION MONITORING SYSTEM

(hereinafter "Application") filed with the U.S. Patent & Trademark Office, and for which Assignor hereby authorizes and requests Assignee to fill in the following blanks specifying the serial number and filing date for said application identified above (but Assignee's failure to do so shall have no bearing whatsoever upon the validity or legal effect of this Assignment):

Serial Number: _____

Filed on: _____; and

WHEREAS,

**A la Cart, Inc.
10900-A South Commerce Boulevard
Charlotte, North Carolina 28273**

(hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in, to, and under the Invention and the Application, and in, to, and under any and all patents that may be obtained for the Invention, together with all foreign rights corresponding thereto;

NOW, THEREFORE, to all whom it may concern, be it known that, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to sell, assign, transfer and convey, and by these presents does hereby sell, assigns, transfers and conveys, unto Assignee the entire right, title, and interest in, to and under:

- The Invention and the Application;
- Any patent of the United States of America that may be obtained for the Invention;
- Any corresponding applications for patent of the Invention in any and all foreign countries; and
- Any reissue, extension, renewal, substitution, confirmation, division, continuation and the like of any of the foregoing (hereinafter collectively "Invention Rights").

FURTHERMORE,

Assignor hereby covenants and agrees, and binds any and all heirs, administrators, legal representatives, and assigns, to assist and cooperate with Assignee in the preparation and prosecution of any application included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any application or patent included within the Invention Rights and, further, to execute and deliver to Assignee any and all additional petitions, oaths, assignments, or other papers or instruments that may be requested by Assignee for the purpose of implementing the terms of this Agreement.

Assignor hereby authorizes and empowers Assignee to invoke and claim for any application or patent included within the Invention Rights the benefit of any rights to which Assignor might be entitled under international law or under the laws of any particular foreign country, and to invoke and claim such rights without further written or oral authorization from Assignor.

Assignor hereby consents and agrees that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular foreign country for any purpose and, more particularly, in proof of the right of Assignee to claim the aforesaid benefit of the right of priority.

Assignor covenants and agrees that this Assignment and all the terms thereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignor.

Finally, Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office to issue any patent included within the Inventions Rights to Assignee.

Signed and sealed this the 8th day of APRIL, 2003

Thomas E. Wallace
Thomas E. Wallace (Assignor)

NOTARIZATION

State of N.C.)
County of Mecklenburg)
United States of America

On this 8th day of April, 2003 appeared before me the above-identified person who executed the foregoing document, and who acknowledged that he/she signed it as a free act on his/her own behalf (or on behalf of the identified corporation or other juristic entity, and with authority to do so).

Mella Jackson
Notary Public

My Commission Expires: 4/23/07