

07-22-2003

Form PTO-1595

(Rev. 10/02)

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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼

102504680

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

1. Name of conveying party(ies):

G. Randy Nicholson

7.16.03

2. Name and address of receiving party(ies)

Name: ConocoPhillips Company

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

Street Address: 600 North Dairy Ashford Road

City: Houston State: TX Zip: 79602

Additional name(s) & address(es) attached? ☒ Yes ☐ NoAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other Consent, Agreement, and Waiver

Execution Date: 06/05/2003

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) 09/759,023 09/991,815

09/412,415 09/773,062 09/796,664 10/138,456

09/255,472 09/746,392

Additional numbers attached? ☐ Yes ☒ No

B. Patent No.(s) 6,332,128

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

Name: Steve Lauff

Internal Address: Suite 4200

Street Address: 600 Travis

City: Houston State: TX Zip: 77002

6. Total number of applications and patents involved: 9

7. Total fee (37 CFR 3.41).....\$ 360



Enclosed



Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.

Steve Lauff

Name of Person Signing

Signature

July 16, 2003

Date

Total number of pages including cover sheet, attachments, and documents: 6

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

HOU: 2185281.1

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This documents is being deposited on July 16, 2003, with the United States Postal Service with sufficient postage using the "Express Mail Post Office to Addressee" service under 37 C.F.R. § 1.10, bearing "Express Mail" mailing label number EF397615039US.

PATENT  
REEL: 014277 FRAME: 0334OFFICE OF PUBLIC RECORDS  
2003 JUL 16 AM 9:07  
FINANCE SECTION

07/21/2003 ECOOPER 00000116 09759023

01 FC:8021 360.00 DP

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
ASSIGNMENT DIVISION**

In the Matter of: Conveyance of Interests by G. Randy Nicholson  
Execution Date: June 5, 2003  
Recorded Against: U.S. Pat. No. 6,332,'128 Patent (as specified in item 4B of Form PTO 1595)  
and U.S. Application No. 09/759,023, No. 09/991,815, No. 09/412,415,  
No. 09/773,062, No. 09/796,664, No. 10/138,456, No. 09/255,472, and,  
No. 09/746,392 (as specified in item 4A of Form PTO 1595)

**CONTINUATION OF FORM PTO 1595**

***Item 2, Reciving Parties***

Item 2 of the Form PTO 1595 to which this sheet is attached is continued to include the following receiving party:

Auto-Gas Systems, Inc.  
1202 Estates Dr., Suite D  
Abilene, TX 79602

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HOU:2185280.1

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**PATENT  
REEL: 014277 FRAME: 0335**

**EXHIBIT A****Intellectual Property**

<u>Country</u>	<u>Patent No.</u>	<u>Appl. No.</u>	<u>Issue Date</u>	<u>Filing Date</u>	<u>Priority Date</u>	<u>Title</u>
US	6,332,128	09/253,275	12/18/001	02/19/99	07/23/98 Prov. App. 60/093,813	System and method of providing multiple level discounts on cross-marketed products and discounting a price-per-unit volume of gasoline
US	-----	09/759,023 Div. of 09/253,275	-----	01/10/01	07/23/98	System and method of maintaining a posted street price for fuel while offering different prices to identified customers
US	-----	09/991,815 Cont. of 09/253,275	-----	11/17/01	07/23/98	Method of cross-marketing utilizing electronic coupons
US	-----	09/412,415	-----	10/05/99	10/05/99	System and method of cross-selling products and increasing fuel sales at a fuel service station
US	-----	09/773,062 Div. of 09/412,415	-----	02/01/01	10/05/99	System and method of increasing fuel sales at a fuel service station
US	-----	09/796,664	-----	02/28/01	02/28/00 Prov. App. 60/185,327	System and method for backing up distributed controllers in a data network
US	-----	10/138,456 CIP of 09/796,664	-----	05/03/02	02/28/00	System and method for controlling an automated fueling station
Canada	-----	2,266,983	-----	03/25/99	7/23/98 US Prov. 60/093,813	Database system for cross-marketing utilizing electronic coupons
Israel	-----	129,677	-----	04/26/99	02/19/99	Method and system of

HOU:2141162.3

US	6,321,984	09/255,472	11/27/01	02/23/99	U.S. App. 09/253,275	cross-marketing utilizing electronic coupons
					02/25/97 (claimed)	Adjustable price fuel dispensing system
					US Prov 60/039,007	
US		09/746,392		01/21/03	02/25/97 (claimed)	Fuel dispensing system using cash back equivalent receipt from prior transaction
					US Prov 60/039,007	

G. Randy Nicholson  
P. O. Box 89  
Abilene, TX 79604-0089

June 4, 2003

Auto-Gas Systems, Inc.  
1202 Estates Dr., Suite D  
Abilene, TX 79602  
Attn: Chief Financial Officer

ConocoPhillips Company  
600 North Dairy Ashford Road  
Houston, Texas 79602

Re: *Intellectual Property Security Agreement, dated as of February 1, 2002 (the "Security Agreement"), by Auto-Gas Systems, Inc., a Delaware corporation (the "Debtor"), in favor of G. Randy Nicholson (the "Secured Party")*

Ladies and Gentlemen:

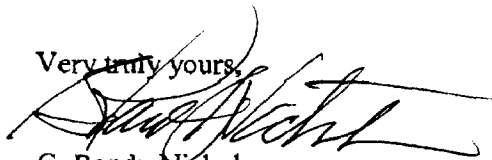
The Debtor has granted the Secured Party a security interest in the Collateral defined and described in the Security Agreement. Section 4(b)(ii) of the Security Agreement generally prohibits the Debtor from granting a license to or other right or interest in such Collateral without the prior written consent of the Secured Party. The Debtor has advised the Secured Party that the Debtor plans to enter into the Technology Agreement, dated as of the date hereof (as amended, amended and restated, extended or supplemented from time to time, the "Technology Agreement"; capitalized terms used but not defined in this letter shall have the meanings ascribed to such terms in the Technology Agreement), with ConocoPhillips Company, a Delaware corporation ("COP"), pursuant to which the Debtor will, among other things, grant licenses, ownership interests or other rights in certain of such Collateral to COP or Customers. The Debtor has provided the Secured Party with a true, correct and complete copy of the Technology Agreement, each other Transaction Agreement and forms of Customer Agreements, substantially in the form to be executed by the Debtor, and the Secured Party has received and reviewed such agreements. The Debtor has requested, among other things, that the Secured Party consent to the transactions contemplated by the Transaction Agreements and Customer Agreements, including, without limitation, the licenses, ownership interests and other rights in and to the Collateral to be granted thereby.

In order to facilitate the transactions contemplated by the Transaction Agreements and for other valuable consideration to the Secured Party, the receipt and sufficiency of which the Secured Party acknowledges, the Secured Party hereby agrees as follows:

The Secured Party fully consents to the transactions contemplated by the Transaction Agreements and Customer Agreements, including, without limitation, the licenses, ownership interests and other rights in and to the Collateral to be granted thereby. Moreover, the Secured Party agrees that AutoGas, COP and the Customers, as applicable, shall be fully entitled to exercise each and every right, and perform each and every obligation, set forth in the Transaction Agreements and Customer Agreements, as applicable, without violation of the Security Agreement or any other agreement between AutoGas and the Secured Party. Moreover, the Secured Party waives any right, title or interest in or to (including, without limitation, lien rights), for the Term of the Technology Agreement and any extension thereto, (a) the Concept and any Intellectual Property related thereto including, without limitation, the Intellectual Property listed on Exhibit A to this letter, (b) any New Technology to be licensed to or owned by COP or COP's successors or permitted assigns under the Technology Agreement, and (c) any license (including, without limitation, any Customer Licenses) to be granted to ConocoPhillips, any Customer or any of their successors or permitted assigns under the Technology Agreement and Customer Agreements, as applicable.

This letter shall be governed and controlled by, and interpreted under, the laws of the State of Texas, and shall inure to the benefit of AutoGas and ConocoPhillips and their respective successors and permitted assigns and shall be binding upon Secured Party and his successors and assigns. Secured Party agrees and consents to the filing of this letter in any applicable Uniform Commercial Code filing office (including, without limitation, with the Secretary of State of the State of Delaware) and for recording with the United States Patent and Trademark Office.

Very truly yours,

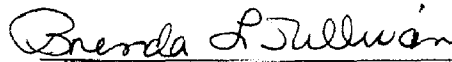
  
G. Randy Nicholson

ACKNOWLEDGMENT

THE STATE OF TEXAS §

§  
COUNTY OF Comal §

This instrument was acknowledged before me on the 5 day of June, 2003 by G. Randy Nicholson.



Notary Public in and for the State of Texas

Brenda L Sullivan  
Printed Name of Notary

My commission expires: 08-24-2003

