

07-13-2004

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U.S. DEPARTMENT OF COMMERCE

(Rev. 10/02) 7 RADEM 10/02 OMB No. 0651-0027 (exp. 6/30/2005)	U.S. Patent and Trademark Office
Tab settings ⇔⇔ ♥ ▼	Y ~ Y _ Y
	arks: Please record the attached original documents or copy thereof.
1. Name of conveying party(ies):  Steven J. McGarel 7 - 7 - 0 4	Name and address of receiving party(ies)     Name: PAVILION TECHNOLOGIES, INC.  Internal Address:
Additional name(s) of conveying party(les) attached? Yes	No
3. Nature of conveyance:  Assignment Merger  Security Agreement Change of Nan  Other  June 25, 2004  Execution Date:	Suite 700
4. Application number(s) or patent number(s):	, administration of the second
If this document is being filed together with a new A. Patent Application No.(s) 10/314,675  Our Docket No. PAVI-26,272  Additional number	
Name and address of party to whom corresponder	
concerning document should be mailed:  Name: Howison & Arnott, L.L.P.	7. Total fee (37 CFR 3.41)\$\frac{40.00}{}
P. O. Box 741715	<b>✓</b> Enclosed
Dallas, Texas 75374-1715	Authorized to be charged to deposit account
Street Address:	8. Deposit account number:
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9. Signature.  Brian D. Walker	
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PATENT REEL: 015545 FRAME: 0855 PAVI-26,272 PATENT

## **ASSIGNMENT**

WHEREAS, I, Steven J. McGarel, a citizen of U.S.A., and a resident of Austin, Texas, has invented certain new and useful improvements in "METHOD AND APPARATUS FOR CONTROLLING A NON-LINEAR MILL", for which an application was filed on December 9, 2002 and was accorded Serial No. 10/314,675. This application is now allowed and the issue fee was paid on March 11, 2004.

WHEREAS, Pavilion Technologies, Inc., an individual having an address of 11100 Metric Blvd., #700, Austin, Texas 78758, hereinafter referred to as "Assignee"), is desirous of acquiring my entire right, title and interest in and to the invention, and in and to said application and any Letters Patent that may issue thereon;

NOW, THEREFORE, for and in good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I do hereby sell, assign and transfer unto said Assignee, his successors, assigns and legal representatives the full and exclusive right, title and interest in and to said invention and in and to said application and all patents which may be granted therefor, and all divisions, reissues, substitutions, continuations, continuations-in-part and extensions thereof; and I hereby authorize and request the Commissioner of Patents and Trademarks to issue all patents for said invention, or patents resulting therefrom, insofar as my interests are concerned, to said Assignee of my entire right, title and interest.

I also hereby sell and assign to said Assignee, his successors, assigns and legal representatives the full and exclusive right, title and interest to the invention disclosed in said application throughout the world, including the right to file applications and obtain patents, utility models, industrial models and designs for said invention in its own name throughout the world including all rights of priority, all rights to publish cautionary notices reserving ownership of said invention and all rights to register said invention in appropriate registries; and I further agree to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such right, title and interest in Assignee, his successors, assigns and legal representatives.

I hereby further agree that I will communicate to said Assignee, or to his successors, assigns and legal representatives, any facts known to me respecting any improvements, and, at the expense of said Assignee, to testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, continuation-in-part, reissue and substitute applications, make all lawful oaths, and generally do everything possible to vest title in said Assignee and to aid said Assignee, his successors, assigns and legal representatives to obtain and enforce proper protection for said invention in all countries.

PATENT REEL: 015545 FRAME: 0856

<u> </u>
Name of Sole Inventor: Steven J. McGarel
Residence (City, County, State): Austin, Texas
Signature:
Date: Sune 25, 2004
Date Application Executed: December 9, 2002
STATE OF TEXAS §
COUNTY OF TRAVIS §
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BEFORE ME, a Notary Public, on this 25th day of June, 2003, personally
appeared Steven J. McGarel, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same of his own free will for the
purposes and consideration therein expressed.
GIVEN UNDER MY HAND AND SEAL of office this that day of June, 2003
. 07110
Notary Public  Notary Public

Commission Expires:

Atty. Dkt. No.: PAVI-26,272

**RECORDED: 07/07/2004** 

Notary Public
State of Texas
My Commission Expires

July 5, 2007

PATENT REEL: 015545 FRAME: 0857