

11-17-2004



11-15-04

102882471

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Epitacio Robledo (09/20/2004) and David Shaver (09/09/2004)

Execution Date(s): in parentheses after inventor name

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

2. Name and address of receiving party(ies)

Name: Desert Glory, Ltd.

Internal Address: _____

Street Address: _____

15315 Capital Port

City: San Antonio

State: Texas

Country: United States of America Zip: 78249

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

3. Nature of Conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

4. Application or patent number(s):

A. Patent Application No.(s)
10/856,698

This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Michael A. Papalas
FULBRIGHT & JAWORSKI L.L.P.
Internal Address: Atty. Dkt.:48550/P004US/10315163
Street Address: 2200 Ross Avenue, Suite 2800

City: Dallas
State: TX Zip: 75201-2784
Phone Number: (214) 855-8186
Fax Number: (214) 855-8200
Email Address: mpapalas@fulbright.com

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____
b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Signature

November 10, 2004

Date

Michael A. Papalas - 40,381
Name of Person Signing

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

5

11/16/2004 DBYRNE 00000079 10856698

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40.00 DP

ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made by Epitacio Robledo and David Shaver (hereinafter referred to as Assignors), residing at El Chaco 2990, CP 44660 Guadalajara, MEXICO; and 829 Meyer Road, Kingsbury, Texas 78638, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in PRODUCE TRAY, set forth in a Patent application for Letters Patent of the United States, already filed on May 28, 2004 as U.S. application No. 10/856,698; and

WHEREAS, Desert Glory, Ltd., a Limited Partnership organized under and pursuant to the laws of the State of Texas, having its principal place of business at 15315 Capital Port, San Antonio, Texas 78249 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and

delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

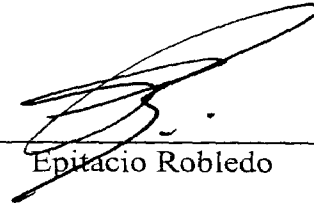
AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

FULBRIGHT & JAWORSKI L.L.P.

All practitioners at Customer Number 000029053

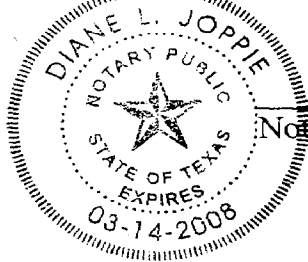
AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

Date: 20-9-04


Epitacio Robledo


United States of America)
State of Texas) ss.:
County of Bexar)

On this 20th day of September, 2004, before me personally came Epitacio Robledo, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.



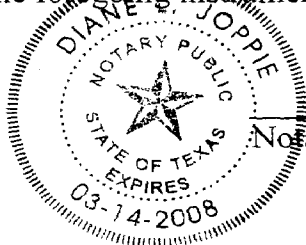
Diane L. Joppie
Notary Public

Date: 9-9-04


David Shaver

United States of America)
State of Texas) ss.:
County of Bexar)

On this 9th day of September, 2004, before me personally came David Shaver, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.



Diane L. Joppie
Notary Public