

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
EFFECTIVE DATE:	07/01/2005
CONVEYING PARTY DATA	
Name	Execution Date
Fritz Industries, LLC	07/01/2005
RECEIVING PARTY DATA	
Name:	U.S. Vend Technologies, LLC
Street Address:	1560 Commerce Way
City:	Idaho Falls
State/Country:	IDAHO
Postal Code:	83401
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	5722656
Patent Number:	5988637
CORRESPONDENCE DATA	
Fax Number:	(208)535-8638
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	208-243-2321
Email:	kim@sportsblaster.com
Correspondent Name:	Kim Harris
Address Line 1:	3345 Rawson Street
Address Line 4:	Idaho Falls, IDAHO 83406
NAME OF SUBMITTER:	/Kim Harris/
Total Attachments: 4 source=PATENT ASSIGNMENT#page1.tif source=PATENT ASSIGNMENT1#page1.tif source=PATENT ASSIGNMENT2#page1.tif	

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THIS BILL OF SALE is executed and delivered on this 30th day of June, 2005 by FRITZ INDUSTRIES, LLC an Idaho limited liability company (Seller), in favor of U.S. VEND TECHNOLOGIES, LLC, a California limited liability company ("Buyer"). This Bill of Sale is delivered pursuant to and in accordance with that certain Asset Purchase Agreement dated June 30th, 2005, by and between, among others, Seller and Buyer (the "Agreement"). Defined terms used in this Bill of Sale and not otherwise defined herein shall have the meanings assigned to such terms in the Agreement.

For the consideration set forth in the Agreement, receipt of which consideration is hereby acknowledged by Seller, Seller hereby transfers and delivers to Buyer, its successors and assigns, the following assets, properties and business of the vending machine manufacture and sales business operated through Seller (the Business) including the following assets:

- (i) All molds, dies and manufacturing equipment;
- (ii) All office equipment (including computers);
- (iii) All contract rights used or exploited in the Business including without limitation Seller's rights under all existing or proposed license, dealer and distributor agreements;
- (iv) All intangible property and assets related or connected to the Business, including customer lists and marketing plans and materials and all intellectual property rights, including the patents, trademarks, trade names and the like listed on Exhibit C to the Agreement;
- (v) All prepaid insurance and other expenses, rights and deposits;
- (vi) All supplies of any kind or nature used in the Business;
- (vii) All books and records related to the Business including accounting records necessary to the operation of the Business as requested by Buyer; and
- (viii) All goodwill and going concern value related and connected to the Business.

All of the foregoing that is being transferred by Seller to Buyer is hereinafter collectively referred to as the "Assets". The transfer of the Assets pursuant to this Bill of Sale constitutes the transfer required to occur on the Closing Date under the Agreement.

Buyer and Seller further acknowledge and agree that the Assets expressly exclude and therefore do not include cash and inventory (completed and in process) of the Business and a single forklift, all as listed on Schedule 5 to the Agreement.

Seller hereby constitutes and appoints Buyer and its successors and assigns as Seller's lawful attorney and attorneys, with full power of substitution, in Seller's name and stead, but on behalf of and for the benefit of Buyer, its successors and assigns, to demand and receive any and all of the Assets and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute and prosecute in Seller's name or otherwise, at the expense and for the benefit of Buyer, its successors and assigns, any and all proceedings at law, in equity or otherwise, which Buyer, its successors and assigns, may deem proper for the collection or reduction to possession of any of the Assets or for the collection and enforcement of any claim or right of any kind hereby conveyed, assigned, transferred and set over, or intended so to be, and to do all acts and things in relation to the Assets which Buyer, its successors and assigns, shall deem desirable; Seller hereby declaring that the foregoing powers are coupled with an interest and are not and shall not be revocable by Seller in any manner for any reason whatsoever.

Seller further authorizes Buyer, its successors and assigns, to receive and open all mail, telegrams and other communications, and all express or other packages, addressed to Seller or their agents, and to retain the same insofar as they relate to the Assets, but any mail, telegrams and other communications not relating to the Assets received by Buyer shall be forwarded with reasonable dispatch to Seller at such place and to the attention of such persons as Seller shall specify to Buyer in writing. The foregoing shall constitute full authorization to the postal authorities, telegraph and express companies, and all other persons, to make delivery of items referred to herein to Buyer.

From time to time after the date hereof, at the request of Buyer, Seller shall, without consideration, deliver such further instruments of transfer and shall take such other action as Buyer may reasonably request in order to convey more effectively any of the Assets transferred hereunder to Buyer.

This instrument is executed by and shall be binding upon Seller and its successors and assigns, for the uses and purposes set forth above, effective on the date hereof.

IN WITNESS WHEREOF, the undersigned has executed this Bill of Sale as of the date first written above.

FRITZ INDUSTRIES, LLC

By 
Kim Harris, President

U.S. VEND TECHNOLOGIES, LLC,
A California Limited Liability Company

CERTIFICATE

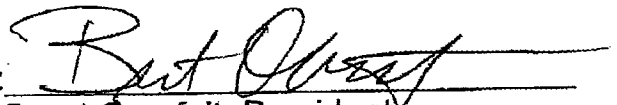
The undersigned hereby certifies that he is the President of US Vend Technologies, LLC, a California limited liability company ("Buyer"), and that, as such, he is authorized to execute this Certificate in the name and on behalf of Buyer, and with reference to Section 7.4 of the Asset Purchase Agreement (the "Agreement") dated June 30, 2005 by and among Buyer, Fritz Industries, LLC, an Idaho limited liability company ("Seller") and the two members of Seller and further certifies as follows (all capitalized terms used and not defined herein shall have the meanings assigned to them in the Agreement):

1. The representations and warranties made by Buyer in the Agreement and in any written statements delivered by Buyer to Seller under the Agreement are true as of the date hereof as though made on the date hereof.

2. All other conditions specified in Article 7 of the Agreement and required to be performed by or are within the control of Buyer have been fulfilled.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the 30th^h day of June, 2005.

US VEND TECHNOLOGIES, LLC
A California Limited Liability Company

By: 
Brent Overfelt, President

FRITZ INDUSTRIES, LLC,
An Idaho Limited Liability Company

CERTIFICATE

The undersigned hereby certifies that he is the President of Fritz Industries, LLC, an Idaho limited liability company ("Seller"), and that, as such, he is authorized to execute this Certificate in the name and on behalf of Seller, and with reference to Section 6.5 of the Asset Purchase Agreement (the "Agreement") dated June 30, 2005 by and among Seller, the two members of Seller and U.S. Vend Technologies, LLC, a California limited liability company ("Buyer") and further certifies as follows (all capitalized terms used and not defined herein shall have the meanings assigned to them in the Agreement):

1. The representations and warranties made by Seller and its members in the Agreement and in any written statements delivered by Seller to Buyer under the Agreement are true as of the date hereof as though made on the date hereof, except for any modifications to representations and warranties caused by operations of the Business by Seller which are permitted by the terms of the Agreement.

2. In accordance with Section 4.4 of the Agreement, the members of Seller, acting by meeting or by written consent, have authorized and approved the Agreement and all of the transactions contemplated under the Agreement, true and correct copies of the resolutions authorizing and approving the Agreement and the transactions contemplated in the Agreement being attached to this Certificate and hereby certified to be in full force and effect.

3. All other conditions specified in Article 6 of the Agreement and required to be performed by or are within the control of Seller have been fulfilled.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the 30thⁿ day of June, 2005.

FRITZ INDUSTRIES, LLC
An Idaho Limited Liability Company

By: _____

M. Kim Harris, President

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