

07-28-2006

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



IT

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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)

Cassone, Alphonse

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) July 24, 2006

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☐ Other

2. Name and address of receiving party(ies)

Name: James B. McCall

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

Street Address: 3219 S. Torrey Pines Dr.

City: Las Vegas, NV

State: Nevada

Country: U.S.A. Zip: 89146

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

11/482,652

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Weiss & Moy, P.C.

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

Street Address: 4204 N. Brown Avenue

City: Scottsdale

State: Arizona Zip: 85251

Phone Number: 480-994-8888

Fax Number: 480-947-2663

Email Address: \_\_\_\_\_

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40

☐ 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 23-0830

Authorized User Name Weiss & Moy, P.C.

9. Signature:

Harry M. Weiss  
Signature

7/25/06  
Date

Harry M. Weiss

Name of Person Signing

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

3

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6998, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1480, Alexandria, V.A. 22313-1480

07/27/2006 DBYRNE 00000021 230830 11482652

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PATENT  
REEL: 018127 FRAME: 0401

## ASSIGNMENT AGREEMENT

IN THIS AGREEMENT, made and entered into as of the 24<sup>th</sup> day of July, 2006 ("Effective Date"), Alphonse Cassone an individual residing in Las Vegas, NV and James B. McCall an individual residing in Las Vegas, NV agree as follows:

1. Alphonse Cassone owns all right, title and interest in and to U.S. Patent Application No. 11/482,652 filed July 7, 2006 and titled "Acoustically-Treated Food and Method for Flavor Enhancement" ("Application"), the invention disclosed and claimed, related applications, including divisions, continuations and reissues, and worldwide patent applications that rely on the Application for priority (the Patents).
2. James B. McCall desires to acquire and Alphonse Cassone is willing to assign to James B. McCall fifteen percent (15%) of Alphonse Cassone's right, title and interest in and to the Patents and any inventions disclosed and claimed therein.
3. Alphonse Cassone hereby transfers, grants, conveys and assigns to James B. McCall, an individual, and his successors, assigns and legal representatives, fifteen percent (15%) of Alphonse Cassone's right, title and interest in and to the Patents and any inventions disclosed and claimed therein.
4. Pursuant to James B. McCall's fifteen percent (15%) right, title and interest in the Patents, Alphonse Cassone agrees to pay James B. McCall fifteen percent (15%) of all gross revenues generated by the Patents. Such revenue shall include any and all generated forms of revenue including, but not limited to, license fees and sales revenue. Alphonse Cassone shall pay James B. McCall any and all owed revenue on a quarterly basis and within twenty-one (21) days of the end of the subject calendar quarter (March, June, September, December). James B. McCall shall have the right to use a CPA of his choice to audit the books of Alphonse Cassone at any time, during business hours, with reasonable notice to Alphonse Cassone such reasonable notice not to be less than seven (7) days. Alphonse Cassone agrees to pay James B. McCall any and all uncovered revenue shortfall within seven (7) days of receiving a copy of the audit report evidencing the uncovered shortfall.
5. In consideration, on the Effective Date, James B. McCall shall loan to Alphonse Cassone the sum of one hundred thousand dollars (\$100,000) with thirteen thousand seven hundred dollars (\$13,700.00) having been previously paid in hand to Alphonse Cassone, and the remaining eighty six thousand three hundred dollars (\$86,300.00) shall be paid by certified funds in the form of a cashier's check.
6. Alphonse Cassone agrees to vigorously prosecute the Application, use all reasonable means to successfully cause the Application to mature into a patent and pay all costs and fees associated therewith. Alphonse Cassone shall, in a timely manner, provide James B. McCall with a copy of all correspondence

received from, and sent to, the United States Patent and Trademark Office and any foreign patent offices as it relates to the Patents. It shall be in the sole discretion of Alphonse Cassone whether to file any divisions, continuations, reissues or worldwide patent applications that rely on the Application for priority. Alphonse Cassone shall pay all costs and fees associated with filing any divisions, continuations, reissues or worldwide patent applications that rely on the Application for priority.

7. Alphonse Cassone represents and warrants that the right, title and interest hereby transferred, granted, conveyed and assigned to James B. McCall is free from all prior assignment, grant, mortgage, license or other encumbrance.

8. Alphonse Cassone agrees to record this Agreement with the United States Patent and Trademark Office within seven (7) days of the Effective Date of this Agreement. Alphonse Cassone shall provide James B. McCall with written confirmation of the recordation of this Agreement and a copy of the same within seven (7) days of Alphonse Cassone receiving the same.

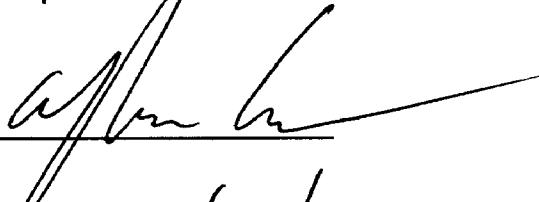
9. Alphonse Cassone and James B. McCall agree jointly, and not separately, to license or sell the right, title and interest in the Patents. Notwithstanding the foregoing, any license or sale which Alphonse Cassone desires to enter or undertake, respectively, must first have the consent and approval of James B. McCall, which said consent and approval shall not be unreasonably withheld.

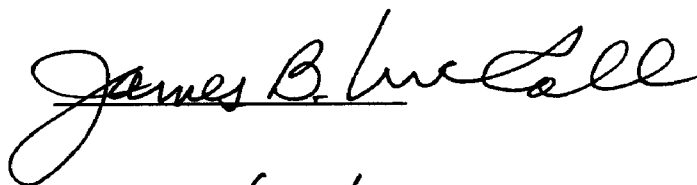
10. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada (excluding conflicts of law rules) and the United States.

IN TESTIMONY WHEREOF, each party has executed this Agreement.

Alphonse Cassone

James B. McCall

  
Date 7/24/2006

  
Date: 7/24/2006

PATENT

RECORDED: 07/25/2006

REEL: 018127 FRAME: 0403