

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

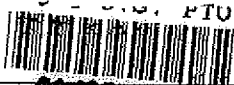
SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT										
NATURE OF CONVEYANCE:	Corrective Assignment to correct the execution date previously recorded on Reel 009327 Frame 0355. Assignor(s) hereby confirms the assignment of the entire interest and the goodwill.										
CONVEYING PARTY DATA											
<table border="1"><tr><th>Name</th><th>Execution Date</th></tr><tr><td>Isidro M Martinez</td><td>10/11/2006</td></tr></table>		Name	Execution Date	Isidro M Martinez	10/11/2006						
Name	Execution Date										
Isidro M Martinez	10/11/2006										
RECEIVING PARTY DATA											
<table border="1"><tr><td>Name:</td><td>The Smart Cookie, Inc.</td></tr><tr><td>Street Address:</td><td>7800 IH-10 West, Suite 112</td></tr><tr><td>City:</td><td>San Antonio</td></tr><tr><td>State/Country:</td><td>TEXAS</td></tr><tr><td>Postal Code:</td><td>78230</td></tr></table>		Name:	The Smart Cookie, Inc.	Street Address:	7800 IH-10 West, Suite 112	City:	San Antonio	State/Country:	TEXAS	Postal Code:	78230
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PROPERTY NUMBERS Total: 1											
<table border="1"><tr><th>Property Type</th><th>Number</th></tr><tr><td>Patent Number:</td><td>D412770</td></tr></table>		Property Type	Number	Patent Number:	D412770						
Property Type	Number										
Patent Number:	D412770										
CORRESPONDENCE DATA											
Fax Number: (210)886-9883 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
Phone: 210-886-9500											
Email: melissa.hudson@gunn-lee.com											
Correspondent Name: John C. Cave											
Address Line 1: 700 N. St. Mary's St., Ste. 1500											
Address Line 4: San Antonio, TEXAS 78205											
ATTORNEY DOCKET NUMBER:	P-8828.2										
NAME OF SUBMITTER:	John C. Cave										
Total Attachments: 3 source=Assignment Cover Sheet#page1.tif source=Patent Assignment#page1.tif source=Patent Assignment#page2.tif											

PATENT

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CH \$40.00 D412770



07-24-1998

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FORM PTO-1585

TI-19572

U.S. Department of Commerce
Patent and Trademark OfficeTo the Honorable Commissioner of Patents and Trademarks. Please include **100784032**

original documents or copy thereof.

1. Name of conveying party(ies):

Isidro M. Martinez
Jeffrey S. Dole

2. Name and Address of receiving party(ies):

Name: The Smart Cookie, Inc.

Address: P.O. Box 9903

City: Austin

State: TX Zip: 78768-0903

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

3. Nature of Conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: September 24, 1996

4. Application number(s) or patent number(s).

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

Execution date of the application: September 24, 1996

Title: Baked Product

A. Patent Application No.(s)

Additional numbers attached? ☐ Yes ☒ No

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Sanford E. Warren, Jr.
Warren & Perez

Address: 8411 Preston Road, Suite 710

City: Dallas

State: TX Zip: 75225

6. Number of applications and patents involved: 1

7. Amount of fee enclosed or authorized to be charged: \$40

8. Deposit Account No: _____ (Attach duplicate copy if paying by deposit account) This form is submitted in triplicate.

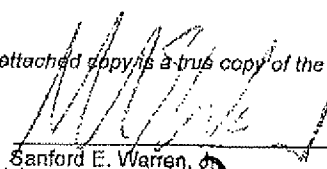
DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

September 24, 1996

Date


Sanford E. Warren, Jr.

Total Number of Pages Including Cover Sheet, Attachments and Document: 4

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Patent Assignment

Isidro M. Martinez, referred to as INVENTOR, and The Smart Cookie Inc., referred to as PURCHASER, in consideration of \$5,600 (Five Thousand-Six Hundred & 00/100 dollars- Note: \$300 received in cash on October 4, 2006 and \$300 received in cash on October 5, 2006) agree:

INVENTOR agrees to sell, assign, and transfer, and by these presents do sell, assign and transfer unto PURCHASER, and their heirs and assigns, the full and exclusive right, title and interest in all rights and patents which may be granted, reissues, continuations and extensions thereof related to U.S. Patent Serial No. D412,770, for an invention described as "Baked Product", known as a "Mexican fortune cookie" including rights to apply for a patent or to practice the invention worldwide.

INVENTOR warrants that the title to the patent is free and clear and that INVENTOR is not aware of any adverse claims thereto and shall defend the patent at its expense.

INVENTOR agrees that he will communicate to The Smart Cookie, Inc., or its representatives, any facts known to him respecting said invention, and testify in any legal proceedings, sign all lawful papers, execute all divisions, continuation, substitution, renewal and reissue applications, execute all necessary papers to cause any and all said patents to be issued to The Smart Cookie, Inc., make all rightful oaths and generally do everything necessary to aid The Smart Cookie, Inc., its successors and assigns, to obtain and enforce proper protection for said invention in the United States and in any and all foreign countries.

1. Notices.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or a recognized over night delivery service such as FedEx.

If to Purchaser: The Smart Cookie, Inc.
Armando G. Barbosa
7800 IH 10 West Suite 112
San Antonio, Texas 78230-4768.

If to Inventor: Isidro M. Martinez
227 E. Woodlake
San Antonio, Texas 78229

2. No Waiver.

The waiver or failure of either party to exercise in any respect any right provided in this agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

3. Entirety of Agreement

The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both parties.

4. Governing Law

This Agreement shall be construed and enforced according to the laws of the State of Texas, and any dispute under this Agreement must be brought in this venue and no other.

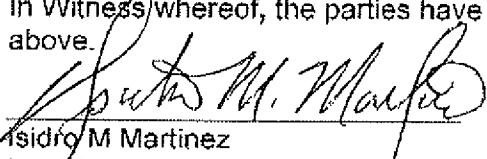
5. Headings in this Agreement

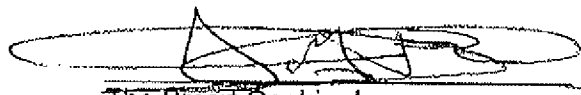
The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

6. Severability

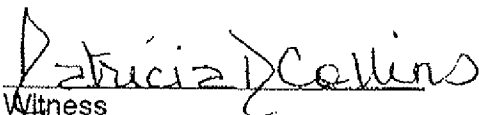
If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

In Witness whereof, the parties have executed this Agreement as of the date first written above.

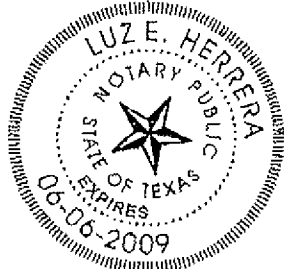

Isidro M. Martinez
Inventor

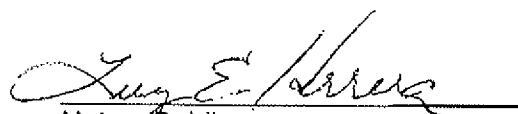

The Smart Cookie, Inc.
Armando G. Barbosa
Authorized Representative Purchaser

October 11, 2006
Date


Patricia Collins
Witness

Subscribed and sworn to me this 11 day of October, 2006
by Isidro M. Martinez and Armando G. Barbosa, authorized representative for The Smart
Cookie, Inc.




Notary Public