

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
James Lapicola	05/13/2009
RECEIVING PARTY DATA	
Name:	George Spencer
Street Address:	5580 LBJ Freeway, Suite 400
City:	Dallas
State/Country:	TEXAS
Postal Code:	75240
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6910269
CORRESPONDENCE DATA	
Fax Number:	(972)770-7862
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	972-716-1875
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Correspondent Name:	Cathy Drummons
Address Line 1:	5057 Keller Springs Road, Ste. 600
Address Line 4:	Addison, TEXAS 75001
NAME OF SUBMITTER:	Cathy D. Drummons
Total Attachments: 2 source=_0602100307_001#page1.tif source=_0602100307_001#page2.tif	

OP \$40.00 6910269

ASSIGNMENT FOR SECURITY
(Patents)

WHEREAS, JAMES LAPICOLA (herein referred to as "Assignor"), owns the letters patent and/or applications for letters patent of the United States, including, without limitation, the inventions and improvements claimed therein, more particularly described on Schedule 1 annexed hereto as part hereof (collectively, the "Patents"); and

WHEREAS, Assignor is obligated to GEORGE SPENCER (referred to herein as the "Assignee"), and Assignor has entered into a Security Agreement dated May 13, 2009 (the "Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has assigned to Assignee and granted to Assignee a security interest in and mortgage on, among other collateral, all right, title and interest of Assignor in and to the Patents, together with any reissue, continuation, continuation-in-part, divisions, renewals or extension thereof, and all proceeds thereof, including, without limitation, all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, the right to sue for past, present and future infringements thereof, and all rights corresponding thereto throughout the world (the "Patent Collateral"), to secure the prompt payment of the Indebtedness (as defined in the Agreement), and performance and observance of the obligations set forth in the Agreement.

NOW, THEREFORE, for good and valuation consideration, receipt of which is hereby acknowledged, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in and mortgage interest on the Patent Collateral to secure the prompt payment of the Indebtedness (as defined in the Agreement), and performance and observance of the obligations set forth in the Agreement.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Patent Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 5580 LBJ Freeway, Suite 400, Dallas, Texas 75240, Attn: George Spencer.

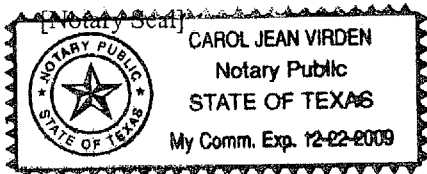
IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the 13th day of ~~August~~, 2009.
May

ASSIGNOR:
James Lapicola
Printed Name: James Lapicola

STATE OF TEXAS §
§
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me on the 14th day of May, 2009, by JAMES LAPICOLA, for the purposes therein stated.

Carol Jean Virden
Notary Public, State of Texas



SCHEDULE 1

DESCRIPTION OF PATENTS

1. US 6,940,269 B2, Serial No. 29/888,011, filed October 21, 2002
Issued June 28, 2005