

09-01-2009



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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.

88 31 09

1. Name of conveying party(ies)
Lancer Partnership, Ltd.

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

2. Name and address of receiving party(ies)
Name: SMICGE LLP
Internal Address: _____
Street Address: 825 West Bitters Road, Suite 200
City: San Antonio
State: Texas
Country: USA Zip: 78216
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):
Execution Date(s) April 3, 2008
 Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other Partial Assignment

4. Application or patent number(s): This document is being filed together with a new application.
A. Patent Application No. (s)
10/842,980
12/386,996
Additional numbers attached? Yes No

B. Patent No. (s)
31

5. Name and address to whom correspondence concerning document should be mailed:
Name: Dennis Braswell
Internal Address: Braswell & Associates, P.C.
Street Address: 105 Soost Court
City: Mobile
State: AL Zip: 36608
Phone Number: (251) 414-2969
Fax Number: (251) 414-2969
Email Address: dennisbraswell@comcast.net

6. Total number of applications and patents involved: 2
7. Total fee (37 CFR 1.21(h) & 3.41) \$80.00
 Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information
Deposit Account Number _____
Authorized User Name: 00/01/2009 HTAMA1 00000047 10042900
01 FC:0021 00.00 DP

9. Signature:

Signature
Dennis Braswell
Name of Person Signing

August 28, 2009
Date
Total number of pages including cover sheet, attachments, and documents: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

ASSIGNMENT

WHEREAS, Hoshizaki America, Inc. (“Hoshizaki”) and Alfred A. Schroeder (“Schroeder”) are parties to an agreement (the “Agreement”) that conveys to Schroeder or Schroeder’s Designee 50% of all worldwide right, title, and interest in certain patents and patent applications (the “Patent Properties”, which are listed in Schedule A, which Schedule is part of this Assignment and appears before the signatures);

WHEREAS, all of Hoshizaki’s and its subsidiaries’ interest in the Patent Properties is held in and owned by Hoshizaki’s subsidiary having the name of “Lancer Partnership Ltd”, and Schroeder has designated the following two entities to receive Schroeder’s 50% interest, in equal amounts, such that each of the two entities will own 25% of the total interest in the Patent Properties:

| | |
|--|---|
| SMJCGF, LLP 825 West Bitters Road, Suite 200 San Antonio, Texas 78216 (hereafter “SMJCGF”) | Schroeder Industries, Inc. 5620 Business Park San Antonio, Texas 78218 (hereafter “Schroeder Industries”) |
|--|---|

WHEREAS, to evidence and perfect SMJCGF’s and Schroeder Industries’ interest in the Patent Properties, the parties now execute this “Assignment”.

THEREFORE, for good and valuable consideration received, Lancer Partnership Ltd., having a business address of 6655 Lancer Blvd., San Antonio, Texas 78218 (hereafter “Assignor”), hereby conveys, assigns, transfers, and sets over:

- a. Unto SMJCGF, 25% of all worldwide right, title, and interest to the Patent Properties (and inventions disclosed therein) listed in Schedule A, and to all patents or patent applications which may be granted or based thereon, or which may arise therefrom, directly or indirectly, in whatever country, and to all divisions, reexaminations, reissues, continuations, continuations-in-part, renewals, and extensions thereof; and
- b. Unto Schroeder Industries, 25% of all worldwide right, title, and interest to the Patent Properties (and inventions disclosed therein) listed in Schedule A, and to all patents or patent applications which may be granted or based thereon, or which may arise therefrom, directly or indirectly, in whatever country, and to all divisions, reexaminations, reissues, continuations, continuations-in-part, renewals, and extensions thereof.

Assignor hereby authorizes and requests any official of any country, whose duty it is to issue patents, to issue all patents arising from patent applications referenced herein, with ownership interests recorded as 50% to Assignor, 25% to SMJCGF, LLP, and 25% to Schroeder Industries, Inc.

This Assignment shall be binding on and inure to the benefit of the parties’ successors, assigns and legal representatives. This Assignment is executed to evidence and perfect Assignees’ interest in the Patent Properties, and does not alter the terms of the Agreement between Hoshizaki and Schroeder under which the conveyance of the 50% interest in the Patent Properties was made, which terms remain in full force and effect.

Schedule A
PATENT PROPERTIES

The following table lists the Patent Properties. Where a publication number is listed, the Patent Property includes the patent application to which the publication corresponds.

| Country or Organization | Patent, Application, or Publication Number |
|--------------------------------|---|
| United States | 10/126,702 |
| United States | 10/842,980 |
| Patent Cooperation Treaty | PCT/US03/11,546 |
| Australia | AU2003234098 |
| Canada | CA2482965 |
| China | CN1652975 |
| European Patent Office | EP1497184 |
| Hungary | HU0500354 |
| Israel | IL164668D |
| Japan | JP2005523207T |
| Mexico | MXPA04010276 |
| Norway | NO20044931 |
| New Zealand | NZ536087 |
| Poland | PL371588 |
| Russia | RU2294304; RU2004130873 |
| South Africa | ZA200408420 |
| United States | 6,968,669 |
| Patent Cooperation Treaty | PCT/US03/35,288 |
| Australia | AU2003294247 |
| Canada | CA2505146 |
| European Patent Office | EP1560755 |
| Japan | JP2006505468T |
| Mexico | MXPA05004705 |

[Signatures appear of the next page]

IN TESTIMONY WHEREOF, Assignor and Schroeder hereby execute this Assignment on the following date(s):

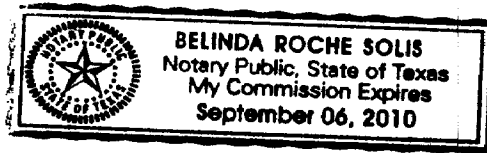
Lancer Partnership Ltd.

By: *Chris Hughes*
Christopher Hughes
President of Lancer Capital Corporation, General Partner of Lancer Partnership Ltd.

Date: 4/3/08

State of Texas
County of Bexar

Subscribed and Sworn before me, *Belinda Roche Solis* notary public, on this 3rd day of ~~March~~, 2008.
April



Alfred A. Schroeder
Alfred A. Schroeder

Date: 3-29-08

State of Texas
County of Bexar

Subscribed and Sworn before me, *Joanna Garcia*, notary public, on this 29th day of March, 2008.

