

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Trey Vanderpool	08/19/2009
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	WAL-MART STORES, INC.
<b>Street Address:</b>	702 S.W. 8TH STREET
<b>City:</b>	BENTONVILLE
<b>State/Country:</b>	ARKANSAS
<b>Postal Code:</b>	72716-8095
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	12544784
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(404)962-6828
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<b>ATTORNEY DOCKET NUMBER:</b>	WALMART12
<b>NAME OF SUBMITTER:</b>	Candice P. Dysart
<b>Total Attachments: 2</b>	
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CH \$40.00 12544784

## ASSIGNMENT

WHEREAS, I, **Trey Vanderpool** ("Assignor"), have invented certain improvements in and related to **PROCESS AUTO-RESTART SYSTEMS AND METHODS**, for which United States Provisional Patent Application Number 61/090,534 was filed 20 August 2008, and whereas a U.S. non-provisional application (the "Application") will be filed, and related applications may be filed, and whereas:

**WAL-MART STORES, INC.**  
**702 S.W. 8th Street**  
**BENTONVILLE, ARKANSAS 72716-8095**

("Assignee") desires to purchase all the rights in same;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations paid by the said Assignee, the receipt and sufficiency of which are hereby acknowledged, Assignor has and by these presents does hereby sell, assign, transfer and convey unto said Assignee the full, exclusive and entire right, title, and interest in and to said Application, including in and to any conventional, division, continuation, continuation-in-part, substitution, reissue, renewal, reexam, continued prosecution application ("CPA"), or request for continued examination ("RCE") thereof, and in and to all inventions and improvements thereon (herein collectively referred to as "Related US Applications"), preparatory to obtaining Letters Patent of the United States thereof; and Assignor hereby requests the Commissioner of Patents and Trademarks to issue any and all Letters Patent of the United States resulting from said Application and Related US Applications, to Assignee, for its interest and for the sole use and benefit of Assignee and its assigns and legal representatives.

For the same consideration, Assignor, by these presents does sell, assign, and transfer to Assignee the full, exclusive, and entire right, title and interest in and to any foreign and international applications related to and/or seeking benefit of said Application and Related US Applications and in and to all inventions and improvements thereon (herein collectively referred to as "Related Foreign Applications"), in and to any Letters Patent and similar protective rights granted on said Related Foreign Applications, and in and to the right to claim any applicable priority rights arising from or required for said Related Foreign Applications under the terms of any applicable conventions, treaties, statutes, or regulations, said Related Foreign Applications to be filed and issued in the name of Assignee or its designee, insofar as permitted by applicable law.

For the same consideration, Assignor agrees, without charge to Assignee, but at Assignee's expense, to sign all lawful papers, execute said Application, Related US Applications and Related Foreign Applications, make all assignments and rightful oaths, assist in prosecution of said Application, Related US Applications and Related Foreign Applications, assist in prosecution of legal proceedings, and generally do everything reasonably possible to aid Assignee its successors, assigns, and nominees, to obtain and enforce proper protection for all said inventions and improvements in all countries throughout the world.

AND, for the same consideration, Assignor also does hereby sell, assign and transfer unto Assignee all rights and claims to sue for damages and other remedies with respect to any and all past infringement of all said Application, Related US Applications, and Related Foreign Applications, including said inventions and improvements which may have occurred before the date of this Assignment.

In WITNESS WHEREOF, Assignee hereby accepts from Assignor the sale, assignment, transfer, and conveyance unto said Assignee of the full, exclusive, and entire right, title, and interest in and to said Application, by its duly authorized officer this 19 day of August, 2009.

Trey Vanderpool (SEAL)  
Trey Vanderpool

Witnessed by: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name of Witness

Witnessed by: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name of Witness

**SECTION BELOW IS FOR USE ONLY IF SIGNING IN PRESENCE OF A NOTARY**

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Trey Vanderpool (SEAL)

State of \_\_\_\_\_  
County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2009, before me, a notary public, came to me known and known to be the individual described in and who executed the foregoing assignment, and he duly acknowledged the same to be his free act and deed.

(SEAL) \_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: