

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Contribution Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Leon LEYKIN	11/11/2007
Donald SPERO	11/11/2007
Alan WURTZEL	11/11/2007
J. Roderick HELLER III	11/11/2007
John HECHINGER	11/11/2007
RECEIVING PARTY DATA	
Name:	LHD Vending Systems, Inc.
Street Address:	350 Calvert Avenue
City:	Alexandria
State/Country:	VIRGINIA
Postal Code:	22301
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10960978
CORRESPONDENCE DATA	
Fax Number:	(703)773-5200
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	202-779-4000
Email:	margaret.filipowicz@dlapiper.com
Correspondent Name:	James M. Heintz
Address Line 1:	P.O. Box 2758
Address Line 4:	Reston, VIRGINIA 20195
ATTORNEY DOCKET NUMBER:	5382-007-27 CONT
NAME OF SUBMITTER:	Margaret Filipowicz

OP \$40.00 10960978

Total Attachments: 4

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CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT is made this 11th day of November, 2007 to confirm and evidence the actions taken by the parties hereto in December 2005, by and among LHD Vending Systems, Inc., a Delaware corporation formed as the result of the conversion of HD Vending Systems LLC (a Delaware limited liability company) (hereinafter referred to as the "Company"), Leon Leykin, Donaki Sporn, Alan Wurtzel, J. Roderick Heller III and John Heshinger (each a "Contributor Member").

WITNESSETH:

WHEREAS, the Contributor Members were the holders of all outstanding and unpaid obligations of LHD Vending Systems, Inc., a Maryland corporation ("LHD Maryland");

WHEREAS, LHD Maryland was in default on obligations of the Contributor Members and liquidated its assets in December 2005, in connection with which it transferred to the Contributor Members in partial satisfaction of obligations owed by LHD Maryland to the Contributor Members all of its assets of any kind or description, tangible or intangible, real, personal or mixed, wherever located, including without limitation the Intellectual Property Rights (as hereinafter defined) of LHD Maryland in or arising from its business (collectively, the "LHD Assets"); and

WHEREAS, Contributor Members in turn contributed all LHD Assets to HD Vending Systems, LLC as contributions to the capital thereof;

WHEREAS, the Contributor Members and the Company desire to document and confirm the receipt of the LHD Assets from LHD Maryland and the contribution by the Contributor Members of the LHD Assets to HD Vending Systems, LLC;

NOW, THEREFORE, in consideration of the promises and the mutual promises, representations, warranties, covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. CONTRIBUTION

1.1. Receipt of LHD Assets. The Contributor Members hereby acknowledge and confirm that they were the holders of all outstanding and unpaid obligations of LHD Maryland and that they received all LHD Assets in partial satisfaction of obligations owed to them by LHD Maryland.

1.2. Contribution. Contributor Members hereby confirm and ratify their assignment, transfer, conveyance and delivery to Company of the LHD Assets, with all of their respective rights and title to such LHD Assets.

1.2. Trademarks and Intellectual Property Rights. Without limiting the description of the LHD Assets contributed, the LHD Assets include all unexpired patents, patent applications and patents maturing from such patents and patent applications, including all foreign counterparts, reissued patents, re-examined patents, continuations, and continuations-in-part, trademarks, trade names, service marks, logos, copyrights and licenses relating to the business of LHD Maryland (collectively referred to as "Intellectual Property Rights") which were owned, licensed or used by LHD Maryland in its business. At the time of the contribution, no claim, suit or action was pending, and to the best knowledge and belief of Contributor Members, no claim, suit or action was threatened, alleging that LHD Maryland or Contributor Members infringed upon the Intellectual Property Rights of others, challenging the validity of the Intellectual Property Rights, or alleging that LHD Maryland's use of the Intellectual Property Rights infringed or conflicted with the rights of others.

2. GENERAL PROVISIONS.

2.1. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, executors, administrators, successors and assigns.

2.2. Headings. The sections and other headings in this Agreement are inserted solely as a matter of convenience and for reference, and are not a part of this Agreement.

2.3. Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto and evidences and documents the agreement among the parties hereto occurring in December 2005. Neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an agreement in writing signed by the party against whom or which the enforcement of such change, waiver, discharge or termination sought.

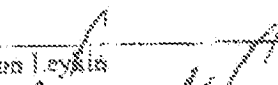
2.4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

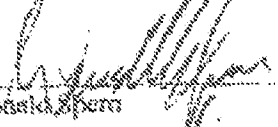
2.5. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

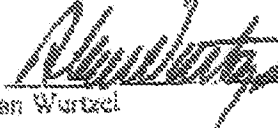
IN WITNESS WHEREOF, the parties hereto have duly signed, sealed, and delivered this Agreement.

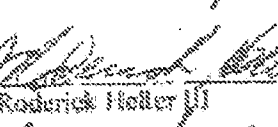
LHD VENDING SYSTEMS, INC.
(formerly HD Vending Systems, LLC)

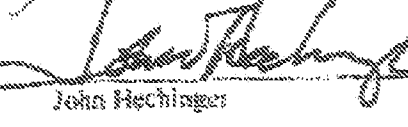
By: _____
Title: _____

 _____ (L.S.)
Leon Leykin

 _____ (L.S.)
Donald Sporn

 _____ (L.S.)
Alan Wortzel

 _____ (L.S.)
J. Roderick Holler III

 _____ (L.S.)
John Hechinger

IN WITNESS WHEREOF, the parties hereto have duly signed, sealed, and delivered this Agreement.

LHD VENDING SYSTEMS, INC.
(formerly LHD Vending Systems, LLC)

By: Leon Lapska
Title: President

Leon Lapska (L.S.)
Leon Lapska

[Signature] (L.S.)
Demetrius Spens

[Signature] (L.S.)
Alan Wurtzel

[Signature] (L.S.)
Roderick Haller III

[Signature] (L.S.)
John Hochstetzer