

# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
David Shaver	11/19/2004
Bryant P. Ambelang	11/19/2004
<b>RECEIVING PARTY DATA</b>	
Name:	Desert Glory, Ltd
Street Address:	15315 Capital Port
City:	San Antonio
State/Country:	TEXAS
Postal Code:	78249
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	29357941
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ATTORNEY DOCKET NUMBER:	48550/D002D1D1D1D1
NAME OF SUBMITTER:	Kirby B. Drake
<p>Total Attachments: 3</p> <p>source=D002D1#page1.tif</p> <p>source=D002D1#page2.tif</p>	

OP \$40.00 29357941

**501124435**

**PATENT**  
**REEL: 024108 FRAME: 0542**



## ASSIGNMENT BY INVENTORS

**THIS ASSIGNMENT**, made by David Shaver and Bryant P. Ambelang (hereinafter referred to as Assignors), residing at 829 Meyer Road, Kingsbury, Texas 78638; and 1631 Fawn Bluff, San Antonio, Texas 78248, respectively;

**WHEREAS**, Assignors have invented certain new and useful improvements in PRODUCE CONTAINER, set forth in a Design application for Letters Patent of the United States, already filed on September 24, 2004 as U.S. application No. 29/214,002; and

**WHEREAS**, Desert Glory, Ltd., a Limited Partnership organized under and pursuant to the laws of the State of Texas, having its principal place of business at 15315 Capital Port, San Antonio, Texas 78249 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

**NOW, THEREFORE**, for good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

**AND** for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and

delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

**AND** for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Design application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

**AND** Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

**AND** Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

FULBRIGHT & JAWORSKI L.L.P.

All practitioners at Customer Number 000029053

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

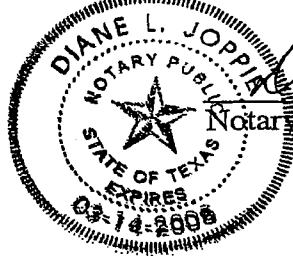
Date: Nov 19, 2004

David Shaver

David Shaver

United States of America )  
State of Texas ) ss.:  
County of Bexar )

On this 19 day of November, 2004, before me personally came David Shaver, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.



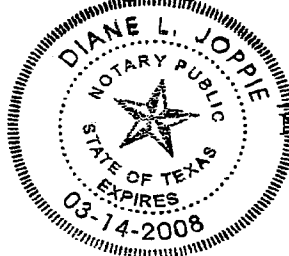
Diane L. Joppie  
Notary Public

Date: 11-19-04

Bryant P. Ambelang  
Bryant P. Ambelang

United States of America )  
State of Texas ) ss.:  
County of Bexar )

On this 19 day of November, 2004, before me personally came Bryant P. Ambelang, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.



Diane L. Joppie  
Notary Public