

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Joseph A Spicola Sr	04/14/2010
Amir C Rubin	10/19/2009
Erion Hasanbelliu	10/19/2009
Eric D Sinzinger	01/16/2008
Bradley D Null	10/08/2008

RECEIVING PARTY DATA

Name:	Spicola Tool, LLC
Street Address:	205 FM 2290
City:	Farwell
State/Country:	TEXAS
Postal Code:	79325

Name:	Texas Tech University
Street Address:	Box 42007
City:	Lubbock
State/Country:	TEXAS
Postal Code:	79409

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12770268

CORRESPONDENCE DATA

Fax Number: (210)829-2001

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 2108292002

Email: patents@hanor.com

Correspondent Name: Charles W. Hanor

OP \$40.00 12770268

501162928

PATENT  
REEL: 024315 FRAME: 0109

Address Line 1: 750 Rittiman Road  
Address Line 4: San Antonio, TEXAS 78209

ATTORNEY DOCKET NUMBER: 8393.005

NAME OF SUBMITTER: Eric W. Cernyar

Total Attachments: 11  
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source=Hasanbelliu#page2.tif

## **PATENT ASSIGNMENT**

WHEREAS, Amir C. Rubin (hereinafter the "Assignor"), a United States citizen with a residence at 728 NE 6<sup>th</sup> Place, Gainesville, FL 32601, is the co-inventor of a new and useful REMOTE CONTACTLESS STEREOSCOPIC MASS ESTIMATION SYSTEM, for which U.S. provisional patent application 61/252,248 was filed on Oct. 16, 2009.

AND Spicola Tool, LLC, (hereinafter the "Assignee"), a corporation originally incorporated in Texas and having an address at 205 FM 2290, Farwell, TX 79325, is desirous of obtaining the entire right, title and interest in, to and the said invention and the said application;

NOW THEREFORE, for good and valuable consideration, I, the Assignor, hereby sell, transfer, convey and assign unto the said Assignee, the entire right, title and interest in and to the following: (i) all Letters Patent or the like and all applications for Letters Patent or the like, in the United States as well as in any country or countries foreign to the United States, which may have been filed or may be filed pertaining to the patent applications (both nonprovisional and provisional) described above and the invention(s) disclosed therein; (ii) all issues, divisions, continuations, continuations-in-part, reissues, renewals and extensions of any of the foregoing; (iii) all foreign filings based on the disclosure thereof; (iv) the invention(s) itself/themselves; and (v) all rights to recover for past and/or future infringement, misappropriation, or the like of any and all of said Patent Filings, Inventions, or other assets assigned herein (collectively, "Assigned Assets");

AND, I hereby covenant that I have the full right to convey the entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith;

AND, I hereby further covenant and agree that I will communicate to the said Assignee, its successors, legal representatives and assigns, any facts known to myself respecting said improvements, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths, and generally agree to undertake any reasonable effort requested to aid the said Assignee, its successors, legal representatives and assigns, to obtain and enforce proper patent and similar protection for said improvement in all countries.

AND, I hereby authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements to the said Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 19th day of October, 2009.

  
Amir C. Rubin

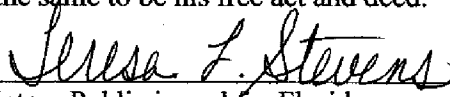
**Notarization**

State of Florida

§  
§  
§

County of Alachua

On this 19th day of October, 2009, Amir Rubin – to me known and known to me to be the person of that name – personally appeared before me and signed the foregoing instrument, and acknowledged the same to be his free act and deed.

  
Notary Public in and for Florida

NOTARY PUBLIC-STATE OF FLORIDA  
Teresa L. Stevens  
Commission #DD848466  
Expires: DEC. 30, 2012  
BONDED THRU ATLANTIC BONDING CO., INC.

My Commission Expires: \_\_\_\_\_

**TEXAS TECH**  
UNIVERSITY

**OFFICE OF TECHNOLOGY TRANSFER &  
INTELLECTUAL PROPERTY**

Box 42007  
Lubbock, TX 79409-2007  
806.742.4105 office  
806.742.4102 fax

Office use only

File Number  
TTU D.

D-0546

Technology Transfer and  
Intellectual Property  
JAN 16 2008

## Assignment of Rights

In consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, I (We), the undersigned, Eric D. Sinzinger, hereby sell, assign and transfer to Texas Tech University, a Texas Institution of Higher Education having a place of business at:

Box 42007  
Texas Tech University  
Lubbock, Texas 79409-2007

and its successors, assigns and legal representatives, the entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are disclosed in the invention disclosure form entitled "Massmeter", and in and to said patent applications and all divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said improvements;

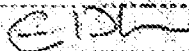
Agree that said Assignee may apply for and receive Letters Patent for said improvements in its own name; and that, when requested, without charge to but at the expense of said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns, and representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements in said Assignee, its successors, assigns and legal representatives; and

Covenant with said Assignee, its successors, assigns and legal representative that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

INVENTOR SIGNATURE

INVENTOR PRINTED NAME

DATE



Eric D. Sinzinger

01/16/2008

# TEXAS TECH

## OFFICE OF TECHNOLOGY TRANSFER & INTELLECTUAL PROPERTY

Box 42007  
Lubbock, TX 79409-2007  
806 742 4185 office  
806 742 4182 fax

D-0546

Disclosure only

File Number  
TTU D-

### Invention Disclosure

Technology Transfer and  
Intellectual Property  
JAN 16 2008

#### Section 1: GENERAL INFORMATION

1. Title Of Invention: Massmeter, a contactless mass measurement device.					
2. Names and titles of inventors:					
INVENTOR(S)	POSITION	DEPARTMENT	ADDRESS	TELEPHONE	EMAIL
Eric Sinzinger, Ph.D.	Associate Professor	Computer Science	Box 43104 TTU Lubbock, TX 79409	(806) 742-3527	eric.sinzinger@ttu.edu
3. Was the development of this intellectual property supported by a grant or contract? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please list below:					
CONTRACT / GRANT NUMBER	TITLE OF PROJECT	NAME OF SPONSOR	PRINCIPAL INVESTIGATOR		
1461-44-C719	Infrared and Laser Analysis	Spicole Tool Company	Eric Sinzinger		

#### Section 2: DESCRIPTION OF INVENTION

1. Date of conception: 02/10/2006 (MM/DD/YY)
2. Briefly summarize the invention, its use, and purpose. Please attach any diagrams, presentations, and / or abstracts.
<p>The apparatus scans a mammal and acquires a local three-dimensional depth map. The depth map is compared to a canonical shape volume for the mammal under observation. The distortion of the local depth map to the canonical shape volume is used to estimate the volume of the mammal. Concurrently, a thermal image is used to estimate the fat to muscle ratio of the mammal. The fat to muscle ratio is used as an estimate of the density of the mammal. The two factors, density and volume, are then combined to predict the mass of the animal.</p>

3. What are the immediate and / or future application(s) of the invention?	
The invention allows for mammals to be weighed without direct contact. Currently the system is being developed and tested for cattle. Future applications include mammals and humans.	
4. What problems does the invention solve?	
The ability to compare the mass of a mammal without having to move or distress the mammal.	
5. What are its novel and unusual features and how is it different from current technology(ies)?	
The main novelty of the massmeter is the ability to make a contactless measurement of weight. Current systems require the mammal to be placed upon a scale.	
6. Has the invention been reduced to practice? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Preliminary testing on cattle shows an error of approximately 10% over a small population of cattle of approximately the same age. Work is ongoing to produce a more accurate measure over a broader range of cattle. In addition, the system must be automated.	
7. Is work on the invention continuing? Are there limitations to be overcome or other tasks to be done prior to practical application?	
Yes, working is continuing. A realtime shape acquisition system is being developed that will minimize shape distortions due to animal movement or stress. These are the only currently perceived limitations for practical application.	
8. Has the invention been produced and tested? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

### Section 3: DISCLOSURES AND BACKGROUND INFORMATION

1. Has the invention been disclosed or is planned to be disclosed in the next six months, either written or oral to others? (Journal publications, poster sessions, abstract submissions, and oral presentations may all be considered as disclosures and should be listed.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please list below and attach a copy of the disclosure materials such as abstracts, powerpoint slides, and drafts.	
DATE OF DISCLOSURE	DESCRIPTION
2. Has there been any public use or sale of products embodying the invention? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please describe and give details.	
3. Are related patents, journals, articles, or abstracts known to the inventor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide citations.	
<ul style="list-style-type: none"> <li>• Patent 5,483,441: System for animal evaluation through image acquisition. A system that takes two separate views of a cattle and acquires measurements.</li> <li>• Patent 6,377,353: Three-dimensional measuring system for animals using structured light. Projects light onto an animal and creates a three dimensional sampling of points on the animal.</li> </ul>	

**Section 4: COMMERCIALIZATION AND MARKET INFORMATION**

1. What commercial entities do you believe would be interested in licensing this invention?	
A tool manufacturing company. Spicola Tool Company has sponsored the research is interested in licensing the invention.	
2. Is there any commercial interest shown at this stage? If so, please provide names of companies and contacts if contact information is available.	
Yes. Spicola Tool Company.	
3. What is the ideal market for this invention?	
Cattle ranches, veterinarians, hospitals.	
4. Who is the target customer/end user for your invention?	
Anyone who must weigh a mammal.	
5. What other inventions/technologies are currently being used to solve the problem addressed by the subject invention/technology and who makes them?	
The two types of systems used for weighing cattle are truck scales and a cattle chute scale.	
6. Does the subject invention/technology have a demonstrable and sustainable advantage over competitive technologies in the market place?	
Yes. It does not stress the animal being weighed.	
7. Does the invention/technology possess disadvantages or limitations? Can they be overcome? How?	
Yes. The weight measurement is currently not as accurate as a scale. However, by building better models, the difference in accuracy should greatly diminish.	

**Section 5: INVENTOR CERTIFICATION**

I (We) hereby declare this invention disclosure complete and accurate to the best of my (our) knowledge.		
INVENTOR SIGNATURE	INVENTOR PRINTED NAME	DATE



## PATENT ASSIGNMENT

WHEREAS, Joseph A. Spicola, Sr. (hereinafter the "Assignor"), a United States citizen with a residence at 11708 Casey Rd., Tampa, FL 33618, is the co-inventor of a new and useful REMOTE CONTACTLESS STEREOSCOPIC MASS ESTIMATION SYSTEM, for which U.S. provisional patent application 61/252,248 was filed on Oct. 16, 2009 and U.S. provisional patent application 61/174,564 was filed on May 1, 2009.

AND Spicola Tool, LLC, (hereinafter the "Assignee"), a corporation originally incorporated in Texas and having an address at 205 FM 2290, Farwell, TX 79325, is desirous of obtaining the entire right, title and interest in, to and the said invention and the said application;

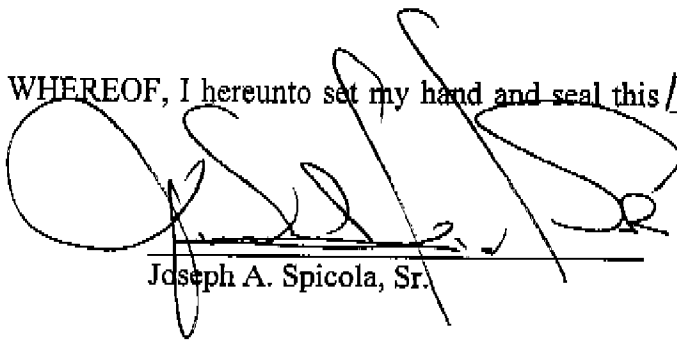
NOW THEREFORE, for good and valuable consideration, I, the Assignor, hereby sell, transfer, convey and assign unto the said Assignee, the entire right, title and interest in and to the following: (i) all Letters Patent or the like and all applications for Letters Patent or the like, in the United States as well as in any country or countries foreign to the United States, which may have been filed or may be filed pertaining to the patent applications (both nonprovisional and provisional) described above and the invention(s) disclosed therein; (ii) all issues, divisions, continuations, continuations-in-part, reissues, renewals and extensions of any of the foregoing; (iii) all foreign filings based on the disclosure thereof; (iv) the invention(s) itself/themselves; and (v) all rights to recover for past and/or future infringement, misappropriation, or the like of any and all of said Patent Filings, Inventions, or other assets assigned herein (collectively, "Assigned Assets");

AND, I hereby covenant that I have the full right to convey the entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith;

AND, I hereby further covenant and agree that I will communicate to the said Assignee, its successors, legal representatives and assigns, any facts known to myself respecting said improvements, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths, and generally agree to undertake any reasonable effort requested to aid the said Assignee, its successors, legal representatives and assigns, to obtain and enforce proper patent and similar protection for said improvement in all countries.

AND, I hereby authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements to the said Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 14th day of April, 2010.

  
\_\_\_\_\_  
Joseph A. Spicola, Sr.

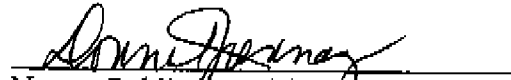
**Notarization**

State of Florida

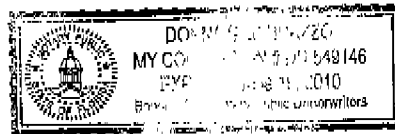
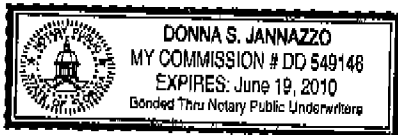
County of Hillsborough

§  
§  
§

On this 14 day of April, 2010, Joseph A. Spicola, Sr. – to me known and known to me to be the person of that name – personally appeared before me and signed the foregoing instrument, and acknowledged the same to be his free act and deed.

  
\_\_\_\_\_  
Notary Public in and for Florida  
Donna S. Jannazzo

My Commission Expires: \_\_\_\_\_





TEXAS TECH UNIVERSITY SYSTEM

# Office of Technology Commercialization

Box 42007  
Lubbock, TX 79409-2007  
806.742.4105 office  
806.742.4102 fax

Office use only

File Number  
TTU D - 8546  
Stanger/NuB

## Assignment of Rights

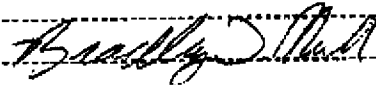
I (We), the inventor(s), subject to the intellectual property policy at Texas Tech University System and not under any obligation to assign intellectual property rights to another party, hereby affirm that in consideration for Texas Tech University System's evaluation of commercial potential and a share of income which I (we) may receive upon commercialization of my (our) invention, on the date of my (our) signature(s) as indicated below do hereby assign and transfer my (our) entire right, title, and interest in and to the invention disclosed in the invention disclosure form entitled "PowerPoint Server for QTR", unto Texas Tech University System, a Texas institution of higher education having a place of business at:

Box 42007  
Texas Tech University  
Lubbock, Texas 79409-2007

and its successors, assigns and legal representatives, and in and to said patent applications and all divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original and released patents which have been or shall be issued in the United States and all foreign countries on said improvements; and do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said invention and for vesting title to said invention and all applications for patents and all patents on said improvements in said Assignee, its successors, assigns and legal representatives; and do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in the commercialization of the invention and improvements upon said invention; The assignment and transfer of rights in the invention shall include any know how, implementations, derivatives, and embodiments of the invention (software, hardware, source code, designs, processes, procedures, compositions, devices, drawings, data, trade secrets, methods, formulas, protocols, and techniques) and improvements upon said invention. This list is by way of illustration and not limitation.

Agree that said Assignee may apply for and receive Letters Patent for said improvements in its own name; and that, when requested, without charge to but at the expense of said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns, and representatives, all facts known to the undersigned relating to said improvements and the history thereof; and

Covenant with said Assignee, its successors, assigns and legal representative that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

INVENTOR SIGNATURE	INVENTOR PRINTED NAME	DATE
	Bradley David Null	10-08-2006

## **PATENT ASSIGNMENT**

WHEREAS, Erion Hasanbelliu (hereinafter the "Assignor"), an Albanian citizen with a residence at University of Florida, Neb. 486, Bldg #33, Gainesville, Florida 32611 is the co-inventor of a new and useful REMOTE CONTACTLESS STEREOSCOPIC MASS ESTIMATION SYSTEM, for which U.S. provisional patent application 61/252,248 was filed on Oct. 16, 2009.

AND Spicola Tool, LLC, (hereinafter the "Assignee"), a corporation originally incorporated in Texas and having an address at 205 FM 2290, Farwell, TX 79325, is desirous of obtaining the entire right, title and interest in, to and the said invention and the said application;

NOW THEREFORE, for good and valuable consideration, I, the Assignor, hereby sell, transfer, convey and assign unto the said Assignee, the entire right, title and interest in and to the following: (i) all Letters Patent or the like and all applications for Letters Patent or the like, in the United States as well as in any country or countries foreign to the United States, which may have been filed or may be filed pertaining to the patent applications (both nonprovisional and provisional) described above and the invention(s) disclosed therein; (ii) all issues, divisions, continuations, continuations-in-part, reissues, renewals and extensions of any of the foregoing; (iii) all foreign filings based on the disclosure thereof; (iv) the invention(s) itself/themselves; and (v) all rights to recover for past and/or future infringement, misappropriation, or the like of any and all of said Patent Filings, Inventions, or other assets assigned herein (collectively, "Assigned Assets");

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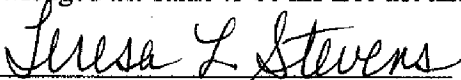
IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 19th day of October, 2009.

  
Erion Hasanbelliu

**Notarization**

State of Florida §  
County of Alachua §

On this 19th day of October, 2009, Erion Hasanbelliu – to me known and known to me to be the person of that name – personally appeared before me and signed the foregoing instrument, and acknowledged the same to be his free act and deed.

  
Notary Public in and for Florida

My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC-STATE OF FLORIDA  
Teresa L. Stevens  
Commission # DD848466  
Expires: DEC. 30, 2012  
BONDED THRU ATLANTIC BONDING CO., INC.