

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
LHD Vending, Inc.	12/21/2005
<b>RECEIVING PARTY DATA</b>	
Name:	Leon Leykin
Street Address:	350 Calvert Avenue
City:	Alexandria
State/Country:	VIRGINIA
Postal Code:	22301
Name:	Donald Spero
Street Address:	350 Calvert Avenue
City:	Alexandria
State/Country:	VIRGINIA
Postal Code:	22301
Name:	Alan Wurtzel
Street Address:	350 Calvert Avenue
City:	Alexandria
State/Country:	VIRGINIA
Postal Code:	22301
Name:	J. Roderick Heller, III
Street Address:	350 Calvert Avenue
City:	Alexandria
State/Country:	VIRGINIA
Postal Code:	22301
Name:	John Hechinger
Street Address:	350 Calvert Avenue

OP \$40.00 10740903

City:	Alexandria
State/Country:	VIRGINIA
Postal Code:	22301

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	10740903

**CORRESPONDENCE DATA**

Fax Number: (202)799-5000  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 202-799-4171  
 Email: dcpatentdocket@dlapiper.com  
 Correspondent Name: James M. Heintz  
 Address Line 1: 500 8th Street NW  
 Address Line 2: DLA Piper LLP (US)  
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	5382 REISSUE 305063-8
-------------------------	-----------------------

NAME OF SUBMITTER:	James M. Heintz
--------------------	-----------------

Total Attachments: 13  
 source=LHD-TRANSFER AGMT#page1.tif  
 source=LHD-TRANSFER AGMT#page2.tif  
 source=LHD-TRANSFER AGMT#page3.tif  
 source=LHD-TRANSFER AGMT#page4.tif  
 source=LHD-TRANSFER AGMT#page5.tif  
 source=LHD-TRANSFER AGMT#page6.tif  
 source=LHD-TRANSFER AGMT#page7.tif  
 source=LHD-TRANSFER AGMT#page8.tif  
 source=LHD-TRANSFER AGMT#page9.tif  
 source=LHD-TRANSFER AGMT#page10.tif  
 source=LHD-TRANSFER AGMT#page11.tif  
 source=LHD-TRANSFER AGMT#page12.tif  
 source=LHD-TRANSFER AGMT#page13.tif

**TRANSFER AGREEMENT**

**THIS TRANSFER AGREEMENT** is made effective as of December 21, 2005, by and among LHD Vending, Inc., a Maryland corporation (hereinafter referred to as the "Company"), Leon Leykin, Donald Spero, Alan Wurtzel, J. Roderick Heller III and John Hechinger (each a "Senior Creditor").

**WITNESSETH:**

**WHEREAS**, the Senior Creditors are the holders of all outstanding and unpaid obligations of the Company;

**WHEREAS**, the Company was in default on its obligations to the Senior Creditors and its dissolution was approved by its board of directors and stockholders; and

**WHEREAS**, in connection with the Company's dissolution, the Company wishes to transfer to the Senior Creditors, in partial satisfaction of obligations owed by the Company to the Senior Creditors, all of the Company's 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 the Company in or arising from its business (collectively, the "Company Assets").

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

**1. TRANSFER.**

1.1. **Receipt of the Company Assets.** The Senior Creditors hereby acknowledge and confirm that they are the holders of all outstanding and unpaid obligations of the Company and that they agree to receive the Company Assets in partial satisfaction of obligations owed to them by the Company.

1.2. **Transfer.** The Company hereby confirms and ratifies its assignment, transfer, conveyance and delivery to the Senior Creditors of the Company Assets, with all of its rights and title to the Company Assets.

1.3. **Trademarks and Intellectual Property Rights.** Without limiting the description of the Company Assets transferred, the Company 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 the Company (collectively referred to as "Intellectual Property Rights") which were owned, licensed or used by the Company in its business. At the time of the transfer, no claim, suit or action was pending, and to the best knowledge and belief of the Company, no claim, suit or action was threatened, alleging that the Company infringed upon the intellectual property rights of others, challenging the validity of the Intellectual Property Rights, or alleging that the Company'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 section 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 agreements among the parties hereto regarding the transfer of the Company Assets from the Company to the Senior Creditors. 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, INC.

By: Leon Leykin  
Name: LEON LEYKIN  
Title: PRESIDENT

Leon Leykin (L.S.)  
Leon Leykin

\_\_\_\_\_(L.S.)  
Donald Spero

\_\_\_\_\_(L.S.)  
Alan Wurtzel

\_\_\_\_\_(L.S.)  
J. Roderick Haller III

\_\_\_\_\_(L.S.)  
John Hechinger

# 5440163\_v1

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

LHD VENDING, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Leon Leykin (L.S.)

\_\_\_\_\_  
Donald Spero (L.S.)

\_\_\_\_\_  
Alan Wurtzel (L.S.)

\_\_\_\_\_  
J. Roderick Heller III (L.S.)

\_\_\_\_\_  
John Hechinger (L.S.)

# 5440163\_v1

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

LHD VENDING, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Leon Leykin (L.S.)

\_\_\_\_\_  
Donald Spero (L.S.)

*Alan Wurtzel*  
\_\_\_\_\_  
Alan Wurtzel (L.S.)

\_\_\_\_\_  
J. Roderick Heller III (L.S.)

\_\_\_\_\_  
John Hechinger (L.S.)

\* 94403 63\_v1

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

LHD VENDING, INC.

By:

Name:

Title:

Leon Ecykin

S.)

Donald Spero

S.)

Alan Wurtzel

S.)

*J. Roderick Heller III*  
J. Roderick Heller III

S.)

John Heehinger

S.)



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

LHD VENDING, INC.

By:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
(L.S.)  
Leon Leykin

\_\_\_\_\_  
(L.S.)  
Donald Spero

\_\_\_\_\_  
(L.S.)  
Alan Wurtzel

\_\_\_\_\_  
(L.S.)  
J. Roderick Heller III

  
(L.S.)  
John Hechinger

# 5440163\_v1

**ACTION BY UNANIMOUS WRITTEN CONSENT****OF THE BOARD OF DIRECTORS  
OF  
LHD VENDING, INC.****EFFECTIVE: DECEMBER 21, 2005**

The undersigned, being all of the members of the board of directors (the "Board") of LHD Vending, Inc., a Maryland corporation (the "Company"), hereby take the following actions by unanimous written consent without a meeting effective as of the above date, pursuant to Maryland General Corporation Law and hereby directs that this consent be filed with the minutes of the proceedings of the Board:

**WHEREAS:**

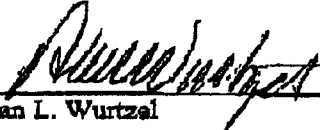
- The Company is in default in connection with numerous obligations including those to its most senior creditors Leon Leykin, Donald Spero, Alan Wurtzel, J. Roderick Heller III and John Hechinger (collectively, the "Senior Creditors");
- The Board believes that the Company has no alternatives other than liquidation;
- The Board believes that under no circumstances could it sell its assets for amounts greater than amounts outstanding to the Senior Creditors.

**WHEREAS:** The interests of certain directors (as Senior Creditors) is known to the Board and was known to the stockholders at the time they approved the dissolution.

**RESOLVED:** that the Board approves the transfer of all asset of the Company to its Senior Creditors.

*[Signatures on Next Page]*

The undersigned, being all of the directors of LHD Vending, Inc., do hereby consent to the foregoing action as of the date first written above.

  
\_\_\_\_\_  
Alan L. Wurtzel

\_\_\_\_\_  
Donald M. Spero

\_\_\_\_\_  
John W. Hechinger, Jr.

\_\_\_\_\_  
J. Roderick Heller III

\_\_\_\_\_  
Leon Leykin

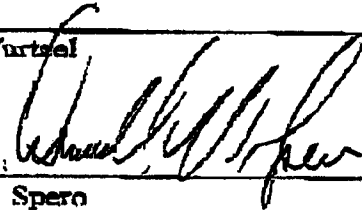
JUL. 2. 2008 9:23AM

DETROIT MARRIOTT REN

NO. 867 P. 1

The undersigned, being all of the directors of LHD Vending, Inc., do hereby consent to the foregoing action as of the date first written above.

Alan L. Wurtzel



Donald M. Spero

John W. Hechinger, Jr.

J. Roderick Haller III

Leon Leykin

# 5455368\_v3

Tuesday, July 01, 2008 6:27 PM

John Hechinger 801 813 8527

p.03

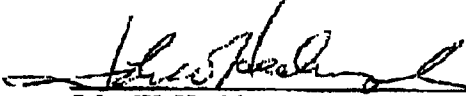
The undersigned, being all of the directors of LHD Vending, Inc., do hereby consent to the foregoing action as of the date first written above.

---

Alan L. Wurtzel

---

Donald M. Spero



---

John W. Hechinger, Jr.

---

J. Roderick Heller III

---

Leon Leykin

The undersigned, being all of the directors of LHD Vending, Inc., do hereby consent to the foregoing action as of the date first written above.

\_\_\_\_\_  
Alan L. Wurtzel

\_\_\_\_\_  
Donald M. Speto

\_\_\_\_\_  
John W. Hochinger, Jr.

*J. Rodrick Heller III*  
\_\_\_\_\_  
J. Rodrick Heller III

\_\_\_\_\_  
Leon Leykin

The undersigned, being all of the directors of LHD Vending, Inc., do hereby consent to the foregoing action as of the date first written above.

\_\_\_\_\_  
Alan L. Wurtzel

\_\_\_\_\_  
Donald M. Spero

\_\_\_\_\_  
John W. Hechinger, Jr.

\_\_\_\_\_  
J. Roderick Heller III

*Leon Leykin*  
\_\_\_\_\_  
Leon Leykin