

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
De Luca Investment Group, Inc.	09/15/2011
RECEIVING PARTY DATA	
Name:	De Luca Oven Technologies, LLC
Street Address:	101 California Street, Suite 2450
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	12345899
Application Number:	12345939
CORRESPONDENCE DATA	
Fax Number:	(202)282-5100
Phone:	202-282-5202
Email:	eanderson@winston.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Winston & Strawn LLP
Address Line 1:	1700 K Street, N.W.
Address Line 2:	Patent Dept., Attn.: Scott H. Blackman
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006-3817
ATTORNEY DOCKET NUMBER:	105359-4000 - 105359-4100
NAME OF SUBMITTER:	Scott H. Blackman
Total Attachments: 4 source=Assignment - De Luca Investment Group to De Luca Oven Technologies#page1.tif source=Assignment - De Luca Investment Group to De Luca Oven Technologies#page2.tif source=Assignment - De Luca Investment Group to De Luca Oven Technologies#page3.tif source=Assignment - De Luca Investment Group to De Luca Oven Technologies#page4.tif	

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Intellectual Property Assignment Agreement

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Agreement"), effective as of 9-15-11 ("Effective Date"), is made by and between the De Luca Investment Group, Inc., a California corporation ("Assignor"), and De Luca Oven Technologies, LLC, a California limited liability company ("Assignee").

Recitals

A. Assignor owns certain patents ("Patents") and certain other intellectual and/or intangible property ("Know How"), all relating to high-speed oven technology. Together the Patents and Know-How are referred to as the "Intellectual Property." A description of the Intellectual Property is attached hereto as Exhibit "A" and incorporated herein.

B. Assignor wishes to assign all its rights, title and interest throughout the world in and to the Intellectual Property to Assignee, and Assignee desires to acquire such rights, title and interest, as more specifically set forth below.

Accordingly, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows.

Agreement

1. **Assignment of Patents.** Assignor hereby assigns to Assignee all its right, title and interest throughout the world in and to (a) the Patents, and (b) any and all intellectual property rights associated with such Patents.

2. **Assignment of Know-How.** Assignor hereby assigns to Assignee all its right, title and interest throughout the world in and to (a) the Know-How, and (b) any and all intellectual property rights associated with such Know-How.

3. **Irrevocable Assignment.** Assignor and Assignee hereby agree and acknowledge that the assignment of the Intellectual Property pursuant to Paragraphs 1 and 2, above, is irrevocable. Under no circumstances shall any right, title or interest in the Intellectual Property revert to Assignor, except as may be agreed upon by the parties in a separate written license agreement.

4. **Representations and Warranties.** Assignor represents and warrants that it has the authority to grant, assign, transfer or convey to Assignee any and all right, title, and interest in and to the Intellectual Property, and as such, has the authority to enter into this Agreement. Assignor represents and warrants that it has not, prior to the execution of this Agreement, granted, assigned, transferred, conveyed or licensed to any third party any right, title, or interest in the Intellectual Property, including, but not limited to, the right to apply for trademark, copyright or any other intellectual property registrations within or outside the United States based in whole or in part on the Intellectual Property, any and all copyright, trademark or other intellectual property registrations obtained in connection with the Intellectual Property, and the

right to renew any and all copyright, trademark or any other intellectual property registrations obtained in connection with the Intellectual Property. Assignor agrees to take all actions and to sign and execute any documents, forms or authorizations that may be reasonably necessary to effectuate this assignment, to confirm Assignee's ownership of the Intellectual Property, and to enforce Assignee's rights in relation to the Intellectual Property in legal proceedings.

5. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflicts of law principles thereof.

6. **Entire Agreement.** This Agreement embodies the entire understanding between the parties and supersedes any prior understanding and agreements by and between Assignor and Assignee. There are no representations, agreements, arrangements or understandings, oral or written, between the parties hereto relating to the subject matter of the Agreement which are not fully expressed herein. The parties may amend this Agreement, but only by a writing signed by both parties.

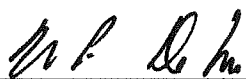
7. **Binding Effect.** This Agreement shall bind and inure to the benefit of the parties' heirs, executors, administrators, successors and assigns.

8. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, all of which shall be deemed to be one and the same instrument. Facsimile transmission signatures shall be deemed original signatures if followed by hard copy delivery.

WHEREFORE, the parties have executed this Agreement as of the date and year first written above.

ASSIGNOR:

De Luca Investment Group, Inc.
a California corporation

By: 
Nicholas De Luca
Its: President

ASSIGNEE:

De Luca Oven Technologies, LLC
a California limited liability company

By: 
Nicholas De Luca
Its: Manager

ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF Monterey

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On September 19, 2011 before me, Mary Peitso,
Notary Public, personally appeared Nicholas Paolo De Luca,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Mary Peitso

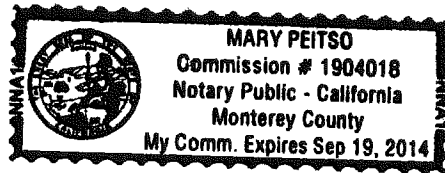


Exhibit A

Description of the Intellectual Property

The Patents include the following patents:

Application No.	Title	Country	Status	Filing Date	Inventor	Owner
12/345,899	FOOD VENDING MACHINE SYSTEM INCORPORATING A HIGH SPEED STORED ENERGY OVEN	UNITED STATES	PUBLISHED	12/30/2008	Nicholas De Luca	Create Technologies, Inc.
12/345,939	WIRE MESH THERMAL RADIATIVE ELEMENT AND USE IN A RADIATIVE OVEN	UNITED STATES	PUBLISHED	12/30/2008	Nicholas De Luca	Create Technologies, Inc.

The Know-How includes all ideas, concepts, procedures and processes, trade secrets, research, know-how, designs, drawings, inventions, patents other than the Patents, patent applications, developments, engineering, formulae, markets, software (including source and object code), hardware configuration, computer programs, algorithms, and regulatory information relating to high-speed oven technology.