

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2656753

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DEAN WEIDMAN	08/31/2007
RECEIVING PARTY DATA	
Name:	PACKS PLUS LLC
Street Address:	1050 GROVE ROAD
City:	RICHARDSON
State/Country:	TEXAS
Postal Code:	75081
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6662981
CORRESPONDENCE DATA	
Fax Number:	(972)367-2002
Phone:	9723672001
Email:	lau@cclaw.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	JEFFREY G. DEGENFELDER
Address Line 1:	CARSTENS & CAHOON, LLP
Address Line 2:	PO BOX 802334
Address Line 4:	DALLAS, TEXAS 75380
ATTORNEY DOCKET NUMBER:	ACULB.0001 - '981 PKSPLUS
NAME OF SUBMITTER:	SARAH LAU
Signature:	/Sarah Lau/
Date:	12/20/2013

OP \$40.00 6662981

Total Attachments: 4

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**BILL OF SALE
AND TRANSFER STATEMENT**

STATE OF TEXAS §
COUNTY OF DALLAS §

WHEREAS, AZORA LLC, a Texas limited liability company with an address at 11020 Audelia Road, Suite C-104, Dallas, Texas 75243 ("Debtor") and PACKS PLUS LLC, a Texas limited liability company with an address at 1050 Grove Road, Richardson, Texas 75081, as assignee of DEAN WEIDMAN, an individual residing in the State of Texas ("Lender") have entered into that certain: (a) LOAN AND SECURITY AGREEMENT dated as of OCTOBER 16, 2002, (as amended, modified or restated from time to time, the "Loan Agreement"), and (b) PATENT COLLATERAL SECURITY AGREEMENT dated as of OCTOBER 16, 2002, between Debtor and Lender (as amended, modified, or restated from time to time, the "Patent Security Agreement") pursuant to which Debtor granted a lien and security interest in the Collateral to Lender to secure the Indebtedness (capitalized terms not otherwise defined herein shall have the same meanings as in the Loan Agreement and the Patent Security Agreement); and

WHEREAS, Lender is the present holder of the Indebtedness and such Indebtedness is secured by the Collateral; and

WHEREAS, by reason of certain actions or inactions of Debtor, one or more Events of Default have occurred and are continuing under the terms of the Loan Documents (which documents grant a lien on the Collateral); and

WHEREAS, by reason of such Events of Default, (a) Lender properly declared the Indebtedness to be due and owing, and (b) pursuant to Section 9.611, Section 9.612, and Section 9.613 of the Tex. Bus. & Comm. Code and all other applicable provisions of law, Lender provided Debtor and all other Persons to whom notice was required with proper notice of its intent to exercise its post-default remedies with respect to the Collateral; and

WHEREAS, Lender has exercised its post-default remedies with respect to the Collateral; and

WHEREAS, by reason of Lender's exercise of its post-default remedies with respect to the Collateral, Transferee (as defined below) has and does hereby acquire the rights of Debtor in the Collateral;

NOW, THEREFORE, Lender, pursuant to the terms and conditions of the Loan Documents, Section 9.610 of the Tex. Bus. & Comm. Code, and all other applicable provisions of law, for and in consideration of the payment of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration does hereby GRANT, BARGAIN, CONVEY, SELL and TRANSFER to PACKS PLUS LLC, a Texas limited liability company with an address at 1050 Grove Road, Richardson, Texas 75081 ("Transferee") and Transferee's successors and assigns, all of Debtor's right, title and interest in and to the Collateral described in Exhibit A attached hereto (the "Property"), to have and hold, all and singular, the Property to Transferee, and Transferee's successors and assigns to Transferee's use forever.

TO HAVE AND TO HOLD the Property together with, all and singular, the rights and appurtenances thereto and in anywise belonging unto Debtor and its successors and assigns forever, and for and on behalf of Debtor, and its successors and assigns, Lender does hereby bind Debtor and its successors and assigns to warrant and forever defend, all and singular, the Property unto Transferee, its successors and assigns, against every person whomsoever lawfully claiming or to claim same or any part thereof.

Lender warrants that pursuant to Section 9.610 of the Tex. Bus. & Comm. Code that Lender has valid and enforceable lien on the Property and hereby delivers this Bill of Sale and Transfer Statement to the Property without warranty relating to title, possession, quiet enjoyment or the like in this disposition. No warranty or representation exists as to the merchantability or fitness for use or a particular purpose. **LENDER IS SELLING THE**

BILL OF SALE AND TRANSFER STATEMENT - PAGE 1
PACKS PLUS LLC - DEAN WEIDMAN - AZORA LLC

DESCRIBED PROPERTY ON AN "AS IS" AND "WHERE IS" BASIS AND DISCLAIMS ANY IMPLIED WARRANTIES WITH RESPECT TO SUCH PROPERTY.

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**BILL OF SALE AND TRANSFER STATEMENT - PAGE 2
PACKS PLUS LLC - DEAN WEIDMAN - AZORA LLC**

**PATENT
REEL: 031827 FRAME: 0661**

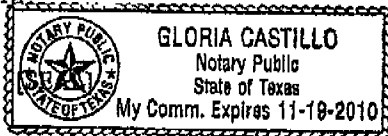
THIS BILL OF SALE AND TRANSFER STATEMENT shall be effective as to the transfer of Property listed herein as of AUGUST 31, 2007.

LENDER:

PACKS PLUS LLC

By: Dean Weidman
Name: Dean Weidman
Title: Manager

THIS INSTRUMENT was acknowledged before me on AUGUST 31, 2007, by DEAN WEIDMAN, the MANAGER of PACKS PLUS LLC, a Texas limited liability company on behalf of such limited liability company.



Gloria Castillo
Notary Public, State of Texas

EXHIBIT A
PROPERTY

(a) All accounts, chattel paper, documents, instruments, deposit accounts, commercial tort claims, commodity accounts, instruments, investment property, letters of credit, letter of credit rights, money, and general intangibles (including any right to payment for goods sold or services rendered arising out of the sale or delivery of personal property or work done or labor performed by Debtor), now owned and in any case where an account arises from the sale of goods, the interest of Debtor in such goods.

(b) All inventory and goods (including without limitation, all raw materials, work in process, and finished goods) held, possessed, owned, held on consignment, or held for sale, lease, return, or to be furnished under contracts of services, in whole or in part, by Debtor wherever located.

(c) All equipment and fixtures of whatsoever kind and character now possessed, held, leased, or owned by Debtor and used or usable in Debtor's business, together with all replacements, accessories, additions, substitutions, and accessions to all of the foregoing.

(d) The entire right, title, and interest of Debtor in and to the Patents (as such term is defined in the Patent Security Agreement), and in and to any and all patents, registrations, and applications appurtenant thereto, including without limitation all renewals thereof, all proceeds of infringement suits, the rights to sue for past, present, and future infringements and all rights corresponding thereto in the United States and all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof;

(e) All of Debtor's right, title, and interest in, to, and under the following: (i) all Licenses (as defined in the Patent Security Agreement); (ii) all accounts, contract rights, and general intangibles arising under or relating to each and every License (including, without limitation, (A) all moneys due and to become due under any License, (B) any damages arising out of or for breach or default in respect of any such License, (C) all other amounts from time to time paid or payable under or in connection with any such License, and (D) the right of Debtor to terminate any such License or to perform and to exercise all remedies thereunder); and (iii) to the extent not otherwise included, all Proceeds and products of any or all of the foregoing;

(f) All of Debtor's books, records, data, plans, manuals, computer software, computer tapes, computer systems, computer disks, computer programs, source codes and object codes containing any information, pertaining directly or indirectly to the Collateral and all rights of Debtor to retrieve data and other information pertaining directly or indirectly to the Collateral from third parties, whether now existing or hereafter arising; and all returned, refused, stopped in transit, or repossessed Collateral; and

(g) All of Debtor's SUPPORTING OBLIGATIONS, PRODUCTS and PROCEEDS relating to the foregoing.