508185656 10/20/2023

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT8232840

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
JIMMY I FRANK	10/16/2023
CAMERON C CRANDALL	10/16/2023
STEPHEN K VERSTEEG	10/16/2023
MARSHALL G CARTER	10/16/2023
CRAIG CLOUD	10/16/2003
R CRAIG COBABE	10/16/2023
MICHAEL R LASCH	10/16/2023

RECEIVING PARTY DATA

Name:	FBD PARTNERSHIP, LP
Street Address:	8161 INTERCHANGE PKWY
Internal Address:	SUITE 115
City:	SAN ANTONIO
State/Country:	TEXAS
Postal Code:	78218

PROPERTY NUMBERS Total: 6

Property Type	Number
Application Number:	63363153
Application Number:	18179909
Application Number:	18179952
Application Number:	18179977
Application Number:	18179999
PCT Number:	US2368645

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2814602315

Email:adeaver@md-iplaw.comCorrespondent Name:ALBERT B DEAVER JRAddress Line 1:550 WESTCOTT ST.

PATENT

REEL: 065296 FRAME: 0469

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Address Line 2: SUIT= 375
Address Line 4: HOUSTON, TEXAS 77007

ATTORNEY DOCKET NUMBER: 1015.066

NAME OF SUBMITTER: ALBERT B DEAVER JR

SIGNATURE: /AI Deaver/
DATE SIGNED: 10/20/2023

Total Attachments: 6

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> PATENT REEL: 065296 FRAME: 0470

ASSIGNMENT AND/OR

RATIFICATION OF ASSIGNMENT OF INTELLECTUAL PROPERTY

WHEREAS I, one of the undersigned, hereafter individually and collectively "Assignor," have jointly invented and developed certain new and useful methods, devices, and/or systems that are disclosed, taught and/or claimed in one or more of the applications for patent attached hereto and/or identified below, including each provisional application to which an identified application claims benefit or priority (hereafter, collectively, "Application").

Country	Title	Inventors	Serial No.	Filing
				Date
US	Sealed, Self-Cleaning, Food	Jimmy I. Frank	63/363,153	April 18,
	Dispensing System	Marshall G. Carter		2022
		R. Craig Cobabe		
		Craig Cloud City		
!		Stephen ₩Versteeg		,
		Michael R Lasch		
		Cameron C. Crandall		
US	Sealed, Self-Cleaning, Food	Marshall G. Carter	18/179,909	March 7,
	Dispensing System	Craig Cloud		2023
	·	Stephen ₩ Versteeg		
		18/179,952Cameron		
		C. Crandall		
US	Sealed, Self-Cleaning, Food	Marshall G. Carter	18/179,952	March 7,
	Dispensing System with	R. Craig Cobabe		2023
	Variable Overrun Control	Craig Cloud		
		Cameron C. Crandall		
US	Sealed, Self-Cleaning, Food	Jimmy I. Frank	18/179,977	March 7,
	Dispensing System with	R. Craig Cobabe		2023
	Advanced Refrigeration	Cameron C. Crandall		
	Features			
US	Sealed, Self-Cleaning, Food	Jimmy L. Frank	18/179,999,	March 7,
	Dispensing System Including	Marshall G. Carter		2023
	Pump and Bypass Passage	R. Craig Cobabe		
		Craig Cloud		
		Cameron C. Crandall		

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Country	Title	Inventors	Serial No.	Filing Date
PCT	Sealed, Self-Cleaning, Food Dispensing System Including Fluid Pump And Bypass Passage	Jimmy I. Frank Marshall G. Carter R. Craig Cobabe Craig Cloud Cameron C. Crandall	PCT/US23/ 68645	June 17, 2023

WHEREAS, FBD Partnership, LP a limited partnership organized and existing under the laws of the state of Texas, and having a principal business address of 8161 Interchange Parkway, Suite 115, San Antonio, Texas, 78218, hereafter "Assignee," and to the extent not already transferred to Assignee by an existing assignment obligation from me or by a prior written agreement and/or other legal relationship between Assignee and Assignor, is desirous of acquiring the entire and exclusive right, title and interest in and to, and possession of: a) the Application and all rights thereto; b) the subject matter disclosed, taught and/or claimed in the Application; and c) all tangible materials and intangible information concerning the Application and its subject matter, including but not limited to, copyrighted materials, know-how, confidential and proprietary information and trade secrets (hereafter, collectively, the "Intellectual Property").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, **Assignor** and **Assignee** agree as follows.

1.. Ratification of Prior Assignment. Assignor hereby ratifies and acknowledges the prior assignment to Assignee of the aforesaid Intellectual Property, which prior assignment transferred the entire and exclusive right, title and interest in and to, and possession and use of, the aforesaid Intellectual Property, in all countries, regions and political subdivisions throughout the world, including without limitation, as applicable, the right to claim priority thereto or benefit thereof in all future applications for patent; the right to file and prosecute all related applications in the United States, in any foreign country or with any application filing convention or treaty, disclosing and/or claiming the Intellectual Property, in whole or in part, including, without limitation, all provisional applications, non-provisional applications, divisional applications, continuation applications, continuation-in-part applications, renewals, reissues, reexaminations, substitutes or extensions thereof, the right to all patents or other related property right that may be issued or granted thereon anywhere in the world; the right to all income, royalties, damages and payments now or hereafter due or payable with respect to any patent or other right described herein; the right to all causes of action (either in law or in equity); the right to sue, counterclaim, and recover for past, present and future infringement of the rights described herein; all as fully and entirely the same as would have been held and enjoyed by Assignor if the transfer and assignment described herein had not been made.

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- 2. Present Assignment. To the extent Assignor has not already assigned to Assignee all or any of the aforesaid Intellectual Property, Assignor does hereby assign, transfer and forever convey, to Assignee, its successors and assigns, the entire and exclusive right, title and interest in and to, and possession and use of, the aforesaid Intellectual Property, in all countries, regions and political subdivisions throughout the world, including without limitation, as applicable, the right to claim priority thereto or benefit thereof in all future applications for patent; the right to file and prosecute all related applications in the United States, in any foreign country or with any application filing convention or treaty, disclosing and/or claiming the Intellectual Property, in whole or in part, including, without limitation, all provisional applications, nonprovisional applications, divisional applications, continuation applications, continuation-in-part applications, renewals, reissues, reexaminations, substitutes or extensions thereof; the right to all patents or other related property right that may be issued or granted thereon anywhere in the world; the right to all income, royalties, damages and payments now or hereafter due or payable with respect to any patent or other right transferred herein; the right to all causes of action (either in law or in equity); the right to sue, counterclaim, and recover for past, present and future infringement of the rights transferred herein; all as fully and entirely the same as would have been held and enjoyed by Assignor if the transfer and assignment had not been made.
- 2. Prosecution by Assignee. Assignor hereby understands and acknowledges that by executing this document, Assignor relinquishes all rights to the Intellectual Property, and that Assignee will have the exclusive right to prosecute the Intellectual Property to the exclusion of the interests of Assignor. Assignee will have no duty or obligation to keep Assignor informed about the Intellectual Property, or to seek Assignor's advice or comment about the Intellectual Property.

 Property or to account to Assignor in any manner for use made of the Intellectual Property.
- 4. <u>Issuance to Assignee</u>. Assignor hereby authorizes and requests the appropriate governmental official to issue all patents, certificates, registrations, grants or related property right assigned hereunder, to Assignee, as the owner of the entire and exclusive right, title and interest in and to the same.
- 5. <u>Warranty of Title</u>. Assignor hereby represents, warrants and covenants that Assignor had the full right to convey the interest herein ratified and/or has the full right to convey the interest herein assigned; that Assignor has not executed and will not execute any agreement, instrument or assignment in conflict herewith; and that the rights ratified and/or assigned herein are not subject to any other grant, license or right, including a community property interest, and are not otherwise encumbered.
 - 6. Further Actions. Assignor hereby covenants and agrees that Assignor will at any

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time upon request make, execute and deliver without further compensation, any and all other instruments in writing, including further applications, papers, affidavits, powers of attorney, assignments, and other documents; and do all lawful acts and things, which, in the opinion of Assignee, its successors and assigns, may in any country be required or necessary more effectively to secure to and vest in Assignee, its successors and assigns, the property ratified or transferred herein; and that Assignor will execute any application for reissue, division, continuation, continuation-in-part, counterpart, renewal, reexamination, correction, substitute or extension of said Intellectual Property or any resulting patent or related property right. Assignor covenants and agrees that Assignor will at any time upon request communicate to the Assignee, its successors, assigns or other legal representatives any facts relating to the aforesaid Application and Intellectual Property that are personally known, and will testify as to the same in any interference, litigation, mediation, arbitration or other proceeding when requested to do so.

- 7. Assignee as Attorney-in-fact. To the extent Assignor is unavailable, unable, or unwilling to execute and/or deliver any instrument described in paragraph 6, Assignor hereby appoints each officer of Assignee, and specifically appoints Assignee's President as his/her limited attorney in fact for the sole and limited purpose of executing such instrument.
- 8. No Challenge Assignor hereby covenants and agrees that Assignor will never challenge or aid the challenge by another of the validity, enforceability, or claim scope of the Intellectual Property ratified or transferred hereunder. Assignor hereby covenants and agrees that Assignor will never challenge or aid the challenge by another of the validity, enforceability, or claim scope of a later-issued patent claim that is supported by the Intellectual Property ratified or transferred hereunder.
- 9. <u>Choice of Law.</u> Assignor hereby covenants and agrees that the laws of the State of Texas shall control the interpretation and effect of this document and without application of that state's laws concerning conflict of law.
- 10. Severability. Assignor and Assignee hereby agree that this agreement is severable in the event one or more paragraphs, sentences, clauses within a sentence, covenant, or obligation set forth in this agreement are found to be invalid or unenforceable by a court of competent jurisdiction. Assignor and Assignee hereby agree that those paragraphs, sentences, clauses, covenants, and obligations that are not found to be invalid or unenforceable shall be enforced as if the severed paragraph, sentence, clause, covenant or obligation had never existed.
- 11. <u>Legal Counsel</u> ASSIGNOR UNDERSTANDS AND ACKNOWLEDGES THAT NEITHER IN-HOUSE LEGAL COUNSEL FOR ASSIGNEE NOR OUTSIDE LEGAL COUNSEL REPRESENTING ASSIGNEE CONCERNING THIS AGREEMENT OR THE

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INTELLECTUAL PROPERTY REFERENCED IN THIS AGREEMENT, REPRESENT THE INTERESTS OF ASSIGNOR, OR ANY OF THEM, CONCERNING THIS AGREEMENT OR THE INTELLECTUAL PROPERTY REFERENCED IN THIS AGREEMENT. ASSIGNOR FURTHER ACKNOWLEDGES AND AGREES THAT HE/SHE HAS HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL OF HIS/HER OWN CHOOSING AND AT HIS/HER OWN COST CONCERNING THE EFFECT AND PURPOSE OF THIS AGREEMENT AND THE SCOPE OF THE RIGHTS TRANSFERRED HEREUNDER, AND THAT ASSIGNOR VOLUNTARILY AND WITHOUT RESERVATION OF ANY KIND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS STATED HEREIN.

IN WITNESS WHEREOF, and intending to be bound hereby, Assignor and Assignee have hereunto set their hand and seal on the following pages.

ASSIGNOR	ASSIGNOR
Jimmy I Frank	Cameron C Crandall
Signature Signature	CEUU Signature
10/16/2023	10(10/2023
Date of Execution	Date of Execution
ASSIGNOR Marshall G. Carter	ASSIGNOR Craig Cloud
Muselle Am	Crang Clark
Signature 101161252 Date of Execution	Date of Execution
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ASSIGNOR Stephen Versteeg Signature	ASSIGNOR R Craig Cobabe Signature
10-16-2023	10-16-23
Date of Execution ASSIGNOR Michael R Lasch Signature October 16, 2023 Date of Execution	Date of Execution
	ASSIGNEE
	FBD Partnership, L.P.
	Signature Signature Signature FRANK Name CEO Title October 16, 2023 Date of Execution

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