

10-14-1998



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

OCR/FINANCE

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New
- ☐ Resubmission (Non-Recordation)
Document ID #
- ☐ Correction of PTO Error
Reel # Frame #
- ☐ Corrective Document
Reel # Frame #

Conveyance Type

- ☐ Assignment ☐ License
- ☒ Security Agreement ☐ Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- ☐ Merger
- ☐ Change of Name
- ☐ Other

Conveying Party

☒ Mark if additional names of conveying parties attached

Execution Date
Month Day Year
09 30 98

Name

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other
- ☒ Citizenship/State of Incorporation/Organization

Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AK/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☒ Other

☐ Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

10/14/1998 TTOM11 00000100 436395

FOR OFFICE USE ONLY

01 FC:481 40.00 DP
02 FC:482 1075.00 DP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1800 FRAME: 0884

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number *or* the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐

No ☒

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

JAMES F. DONATO

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name **TOKHEIM AUTOMATION CORPORATION**

09 30 98

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☒ Citizenship State of Incorporation/Organization **TEXAS**

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

☐ Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party



Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

ENVIROTRONIC SYSTEMS, INC.

09 30 98

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☒ Citizenship State of Incorporation/Organization **INDIANA**

Receiving Party

Enter Additional Receiving Party



Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

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Trademark Application Number(s) or Registration Number(s)



Mark if additional numbers attached

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Trademark Application Number(s)

Registration Number(s)

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☒ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name TOKHEIM INVESTMENT CORP.

09 30 98

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☒ Citizenship State of Incorporation/Organization TEXAS

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment)

Trademark Application Number(s) or Registration Number(s)

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Trademark Application Number(s)

Registration Number(s)

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☒ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name **SUNBELT HOSE & PETROLEUM EQUIPMENT, INC.**

09 30 98

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☒ Citizenship State of Incorporation/Organization **GEORGIA**

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

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☐ Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

☒ Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date
Month Day Year

Name **MANAGEMENT SOLUTIONS, INC.**

09 30 98

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☒ Citizenship State of Incorporation/Organization **COLORADO**

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment)

Trademark Application Number(s) or Registration Number(s)

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☐ Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLYU.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party



Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

TOKHEIM EQUIPMENT CORPORATION

09 30 98

Formerly



Individual



General Partnership



Limited Partnership



Corporation



Association



Other



Citizenship State of Incorporation/Organization

DELAWARE

Receiving Party

Enter Additional Receiving Party



Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code



Individual



General Partnership



Limited Partnership



If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)



Corporation



Association



Other



Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)



Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLYU.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party



Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name **TOKHEIM RPS, LLC****09 30 98**

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association☒ Other **LIMITED LIABILITY COMPANY**☒ Citizenship State of Incorporation/Organization **DELAWARE**

Receiving Party

Enter Additional Receiving Party



Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership☐ Corporation ☐ Association☐ Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment)

☐ Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)



Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party



Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

GASBOY INTERNATIONAL, INC.

09 30 98

Formerly



Individual



General Partnership



Limited Partnership



Corporation



Association



Other



Citizenship State of Incorporation/Organization

PENNSYLVANIA

Receiving Party

Enter Additional Receiving Party



Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code



Individual



General Partnership



Limited Partnership



If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)



Corporation



Association



Other

Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)



Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Schedule A

See Attached

FEDERAL TRADEMARK SCHEDULE

MARK	REGISTRATION NUMBER	REGISTRATION DATE	OWNER	COMMENTS
GASBOY Stylized	438,395	4/20/48	Gasboy International, Inc.	Security Interest to NBD Bank, N.A., recorded on 10/18/96
STARLINER	704,611	9/20/60	Gasboy International, Inc.	Security Interest to NBD Bank, N.A., recorded on 10/18/96
SLIMLINE	766,344	3/10/64	Gasboy International, Inc.	Security Interest to NBD Bank, N.A., recorded on 10/18/96
KEYTROL	774,098	7/28/64	Gasboy International, Inc.	Security Interest to NBD Bank, N.A., recorded on 10/18/96
GASBOY	945,175	10/17/72	Gasboy International, Inc.	Security Interest to NBD Bank, N.A., recorded on 10/18/96
GASBOY	1,407,458	9/2/86	Gasboy International, Inc.	Security Interest to NBD Bank, N.A., recorded on 10/18/96

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MARK	REGISTRATION NUMBER	REGISTRATION DATE	OWNER	COMMENTS
ASTRA	1,970,011	4/23/96	Gasboy International, Inc.	Security Interest to NBD Bank, N.A., recorded on 10/18/96
FUEL POINT	1,972,880	5/7/96	Gasboy International, Inc.	Security Interest to NBD Bank, N.A., recorded on 10/18/96
TOKHEIM Stylized letters	178,253	1/8/1924	Tokheim Oil Tank and Pump Company	License Agreement to FE Petro, Inc. recorded on 12.14.92 Outstanding security interest from Tokheim Corporation to NBD Bank, N.A. recorded on 6/2/92
TOKHEIM Stylized	428,055	3/11/47	Tokheim Oil Tank and Pump Company	Expired April 8, 1987
TOKHEIM Stylized	515,859	10/4/49	Tokheim Oil Tank and Pump Company	Expired

MARK	REGISTRATION NUMBER	REGISTRATION DATE	OWNER	COMMENTS
TOKHEIM Stylized	573,140	4/14/53	Tokheim Oil Tank and Pump company	Expired License Agreement to FE Petro, Inc., recorded on 12/14/92 Outstanding security interest from Tokheim Corporation to NBD Bank, N.A. recorded on 6/2/92. Security Interest release by NBD Bank, N.A. recorded on 10/15/96
TOKHEIM Stylized	599,612	12/21/54	Tokheim Oil Tank and Pump Company	Expired Security Interest to NBD Bank, N.A. recorded on 6/2/92. Security Interest release by NBD Bank, N.A. recorded on 10/15/96
TOKHEIM Stylized	677,648	4/28/59	Tokheim Corporation	License Agreement to FE Petro, Inc., recorded on 12/14/92 Outstanding security interest from Tokheim Corporation to NBD Bank, N.A. recorded on 6/2/92. Expired 2/10/97

MARK	REGISTRATION NUMBER	REGISTRATION DATE	OWNER	COMMENTS
PARKWAY	683,247	8/11/59	Tokheim Corporation	Security Interest to NBD Bank, N.A. recorded on 6/2/92. Expired 2/10/97
MAXVAC	74/444,690	10/6/93	Tokheim Corporation	Abandoned 11/22/96 Security Interest to NBD Bank, N.A. on 11/22/96
SPECTRA	74/318,271	9/25/92	Tokheim Corporation	Abandoned 2/3/97 Security Interest to NBD Bank, N.A. on 10/18/96
MAC VAC	74/364,346	3/3/93	Tokheim Corporation	Abandoned 4/1/94
AFC	1,038,727	5/4/76	Tokheim Corporation	Security Interest to NBD Bank, N.A. recorded on 6/2/92. Expired 2/10/97
APC	1,042,161	6/29/76	Tokheim Corporation	Expired 4/7/97 Security Interest to NBD Bank, N.A. recorded on 6/2/92 Security Interest Re-leased by NBD Bank, N.A. recorded on 10/15/96 Security Interest to NBD Bank, N.A. recorded on 10/18/96

MARK	REGISTRATION NUMBER	REGISTRATION DATE	OWNER	COMMENTS
SYSTEMS FOR THE MOVEMENT AND MEASUREMENT OF LIQUIDS	1,108,219	12/5/78	Tokheim Corporation	Security Interest to NBD Bank, N.A. recorded on 6/2/92 Security Interest Re- leased by NBD Bank, N.A. recorded on 10/15/96 Security Interest to NBD Bank, N.A. recorded on 10/18/96
TOKHEIM	1,120,181	6/12/79	Tokheim Corporation	License Agreement to FE Petro, Inc., recorded on 12/14/92 Outstanding security interest from Tokheim Corporation to NBD Bank, N.A. recorded on 6/2/92 Security Interest Re- leased by NBD Bank, N.A. recorded on 10/15/96 Security Interest to NBD Bank, N.A. recorded on 10/18/96

MARK	REGISTRATION NUMBER	REGISTRATION DATE	OWNER	COMMENTS
TOKHEIM	1,209,485	9/21/82	Tokheim Corporation	Security Interest to NBD Bank, N.A. recorded on 6/2/92 Security Interest Re- leased by NBD Bank, N.A. recorded on 10/15/96 Security Interest to NBD Bank, N.A. recorded on 10/18/96
SMOOTH-FLO	1,266,130	2/7/84	Tokheim Corporation	Security Interest to NBD Bank, N.A. recorded on 6/2/92 Security Interest Re- leased by NBD Bank, N.A. recorded on 10/15/96 Security Interest to NBD Bank, N.A. recorded on 10/18/96

MARK	REGISTRATION NUMBER	REGISTRATION DATE	OWNER	COMMENTS
QUALITY TOKHEIM and Design	1,526,619	2/28/89	Tokheim Corporation	Cancelled on OG on 10/17/95 License Agreement to FE Petro, Inc. recorded on 12/14/92 Outstanding security interest from Tokheim Corporation to NBD Bank, N.A. recorded on 6/2/92 Security Interest released by NBD Bank, N.A. re- corded on 10/15/96
TOKHEIM and design	1,530,640	3/21/89	Tokheim Corporation	License Agreement to FE Petro, Inc., recorded on 12/14/92 Outstanding security interest from Tokheim Corporation to NBD Bank, N.A. recorded on 6/2/92 Security Interest released by NBD Bank, N.A. re- corded on 10/15/96 Security Interest to NBD Bank, N.A. recorded on 10/18/96

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MARK	REGISTRATION NUMBER	REGISTRATION DATE	OWNER	COMMENTS
TOKHEIM	1,531,745	3/28/89	Tokheim Corporation	License Agreement to FE Petro, Inc., recorded on 12/14/92 Outstanding security interest from Tokheim Corporation to NBD Bank, N.A. recorded on 6/2/92 Security Interest released by NBD Bank, N.A. recorded on 10/15/96 Security Interest to NBD Bank, N.A. recorded on 10/18/96
TOKHEIM QUALITY and Design	1,734,514	11/24/92	Tokheim Corporation	Security Interest to NBD Bank, N.A. recorded on 6/2/92 Security Interest released by NBD Bank, N.A. recorded on 10/15/96 Security Interest to NBD Bank, N.A. recorded on 10/18/96
VISION	1,852,940	9/6/94	Tokheim Corporation	Security Interest to NBD Bank, N.A. recorded on 10/18/96

MARK	REGISTRATION NUMBER	REGISTRATION DATE	OWNER	COMMENTS
PREMIER	1,930,126	10/24/95	Tokheim Corporation	Security Interest to NBD Bank, N.A. recorded on 10/18/96
TOKHEIM QUALITY and Design	1,951,257	1/23/96	Tokheim Corporation	Security Interest to NBD Bank, N.A. recorded on 10/18/96
TOKHEIM SOFITAM WORLDWIDE and de- sign	75/168,132	9/18/96	Tokheim Corporation	Pending - Published for Opposition
COLUMBUS	75/275,245	4/16/97	Tokheim Corporation	Pending - Published for Opposition
INSIGHT	75/327,641	7/21/97	Tokheim Corporation	Pending
FASRLINK	75/389,715	11/13/97	Tokheim Corporation	Pending

MARK	REGISTRATION NUMBER	REGISTRATION DATE	OWNER	COMMENTS
SUPERFLO and design	74/103,325	10/5/90	Tokheim Automation Corporation	<p>Pending; Opposition action 88542 filed Security Interest to NBD Bank, N.A. on 6/2/92</p> <p>Entire Interest and Good Will to Superior Measurement Equipment, Inc. on 2/26/93</p> <p>Change of name to G-H Flow Automation, Inc. recorded on 3/22/93</p> <p>Security Interest to Bank One, Texas, N.A. recorded on 2/21/95</p> <p>Entire Interest and Good Will to Thermo Instrument Controls, Inc. recorded on 2/2/98</p> <p>Entire Interest and Good Will to Flow Automation Inc. recorded on 2/2/98</p>

MARK	REGISTRATION NUMBER	REGISTRATION DATE	OWNER	COMMENTS
EFM	1,111,651	1/23/79	Tokheim Automation Corporation	Entire Interest and Good Will to G-H Flow Auto- mation, Inc. recorded on 2/26/93 Security Interest to Bank One, Texas, N.A. re- corded on 2/21/95 Entire Interest and Good Will to Thermo Instru- ment Controls, Inc. re- corded on 12/1/97 Entire Interest and Good Will to Flow Automation Inc. recorded on 12/1/97
MBS 100	1,663,251	11/5/91	Tokheim Automation Corporation	Cancelled in OG 6/23/98 Security Interest to NBD Bank, N.A. on 6/2/92 Entire Interest and Good Will to Superior Mea- surement Equipment, Inc. on 2/26/93 Change of name to G-H Flow Automation, Inc. recorded on 3/22/93 Security Interest to Bank One, Texas, N.A. re- corded on 2/21/95

MARK	REGISTRATION NUMBER	REGISTRATION DATE	OWNER	COMMENTS
FLOMANAGER Styl- ized letters	1,665,710	11/26/91	Tokheim Automation Corporation	Security Interest to NBD Bank, N.A. on 6/2/92 Entire Interest and Good Will to Superior Mea- surement Equipment, Inc. on 2/26/93 Change of name to G-H Flow Automation, Inc. recorded on 3/22/93 Security Interest to Bank One, Texas, N.A. re- corded on 2/21/95 Entire Interest and Good Will to Thermo Instru- ment Controls, Inc. re- corded on 12/1/97 Entire Interest and Good Will to Flow Automation Inc. recorded on 12/1/97

MARK	REGISTRATION NUMBER	REGISTRATION DATE	OWNER	COMMENTS
BENCHMARK and de- sign	1,689,908	6/2/92	Tokheim Automation Corporation	Security Interest to NBD Bank, N.A. on 6/2/92 Entire Interest and Good Will to Superior Mea- surement Equipment, Inc. on 2/26/93 Change of name to G-H Flow Automation, Inc. recorded on 3/22/93 Security Interest to Bank One, Texas, N.A. re- corded on 2/21/95 Entire Interest and Good Will to Thermo Instru- ment Controls, Inc. re- corded on 12/1/97 Entire Interest and Good Will to Flow Automation Inc. recorded on 12/1/97
ENVIROTRONIC SYS- TEMS ESI and design	74/189,213	7/29/91	Envirotronic Systems, Inc.	Abandoned 8/24/92
SOLUTIONS... and de- sign	74/347,283	1/11/93	Management Solutions, L.C.	Abandoned 1/3/94
MANAGEMENT SO- LUTIONS	75/180,034	10/10/96	Management Solutions, Inc.	Abandoned 3/13/98

MARK	REGISTRATION NUMBER	REGISTRATION DATE	OWNER	COMMENTS
MANAGEMENT SO- LUTIONS and design	75/405,514	12/15/97	Management Solutions, Inc.	

STATE TRADEMARK SCHEDULE

STATE	MARK	REGISTRATION NUMBER	REGISTRATION DATE	OWNER	COMMENTS
Colorado	BEFORE YOU BUY-HAVE IT- QUALIFIED and Design	13,042	8/23/76	Tokheim-Dick Corp.	
Colorado	INDEPENDENT REPORT OF CON- DITION	12,985	8/3/76	Tokheim-Dick Corp.	
Oregon	MANAGEMENT SOLUTIONS	S32,522	5/28/98	Management Solu- tions, Inc.	
California	MANAGEMENT SOLUTIONS	46,681	10/1/96	Management Solu- tions, Inc.	
Colorado	THE CLEANERS MANAGEMENT SOLUTION	762,869	12/4/97	Management Solu- tions of Colorado Inc.	
Colorado	THE RESTAU- RANT MANAGE- MENT SOLUTION	762,868	12/4/87	Management Solu- tions of Colorado Inc.	

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Colorado	THE LEGAL MANAGEMENT SOLUTION	762,867	12/4/87	Management Solutions of Colorado Inc.	
Iowa	SOLUTIONS and design	C212,822	10/28/92	Management Solutions, L.C.	

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of September 30, 1998, by and between Tokheim Corporation, an Indiana corporation ("Tokheim"), Tokheim Automation Corporation, a Texas corporation, Envirotronic Systems, Inc., an Indiana corporation, Tokheim Investment Corp., a Texas corporation, Sunbelt Hose & Petroleum Equipment, Inc., a Georgia corporation, Management Solutions, Inc., a Colorado corporation, Tokheim Equipment Corporation, a Delaware corporation, Tokheim RPS, LLC, a Delaware liability company, and Gasboy International, Inc., a Pennsylvania corporation (each individually, together with its successors and assigns, including a debtor-in-possession, a "Grantor" and together along with any new subsidiaries which become party to this Agreement by executing an Addendum hereto in the form attached as Annex I, the "Grantors") and NBD Bank, N.A., as contractual representative (the "Agent") for the benefit of the Holders of Secured Obligations.

WITNESSETH:

WHEREAS, Tokheim has entered into (i) a certain Amended and Restated Credit Agreement dated as of September 30, 1998 among Tokheim, the institutions from time to time party thereto as lenders, swing loan lenders and issuing lenders (the "Lenders"), such of Tokheim's subsidiaries as may elect to become borrowers thereunder from time to time (the "Borrowing Subsidiaries") and the Agent as the contractual representative for the Lenders (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") and (ii) two certain Loan and Guarantee Agreements dated as of July 10, 1989 among Tokheim, as Guarantor, the institutions from time to time party thereto as lenders (the "ESOP Lenders") and certain trusts (the "Trusts") for the retirement savings plans for employees of Tokheim and its subsidiaries, which Agreements have been assigned to the Agent as the contractual representative for the ESOP Lenders and amended (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Amended ESOP Credit Agreements" and, together with the Credit Agreement, the "Credit Agreements"), together providing for the making of loans, advances and other financial accommodations to or for the benefit of the Trusts;

WHEREAS, Tokheim and the Agent are parties to that certain Amended and Restated Security Agreement of even date herewith (as the same may hereafter be modified, amended, restated or supplemented from time to time, the "Security Agreement"), pursuant to which Tokheim has granted a security interest in certain of its assets to the Agent for the benefit of the Agent and the Holders of Secured Obligations;

WHEREAS, each of the other Grantors and the Agent are parties to that certain Amended and Restated Subsidiary Security Agreement of even date herewith (as the same may

hereafter be modified, amended, restated or supplemented from time to time, the "Subsidiary Security Agreement" and together with the Security Agreement, the "Security Agreements"), pursuant to which each such Grantor has granted a security interest in certain of its assets to the Agent for the benefit of the Agent and the Holders of Secured Obligations; and

WHEREAS, each of the Grantors and the Agent are parties to that certain Trademark Security Agreement, dated as of September 6, 1996 (the "Existing Trademark Security Agreement"), and the Grantors and the Agent intend to amend and restate such Existing Trademark Security Agreement pursuant to the terms hereof for the benefit of the Agent and the Holders of Secured Obligations and that this Agreement not constitute a novation thereof; and

WHEREAS, the Lenders and the ESOP Lenders have required the Grantors to execute and deliver this Agreement (i) in order to secure the prompt and complete payment, observance and performance of all of the Secured Obligations and (ii) as a condition precedent to any extension of credit under the Credit Agreements;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Grantors agrees as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement shall have the meaning specified for such term in the Credit Agreement. Unless otherwise defined herein or in the Credit Agreement, each capitalized term used herein that is defined in the Security Agreement shall have the meaning specified for such term in the Security Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Incorporation of the Credit Agreements. The Credit Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. Security Interest in Trademarks. To secure the prompt and complete payment, observance and performance of the Secured Obligations, each Grantor hereby assigns and

pledges to the Agent, for the benefit of itself and the Holders of Secured Obligations, and hereby grants to Agent, for itself and the Holders of Secured Obligations, a security interest in, with power of sale to the extent permitted by applicable law, all of such Grantor's right, title and interest in, whether now owned or existing and hereafter arising or acquired and wheresoever located, trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of such Grantor's business symbolized by the foregoing and connected therewith, and (e) all of such Grantor's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(e) in this paragraph 4(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks") and to the extent permitted under the terms thereof, rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether such Grantor is a licensee or licensor under any such license agreement, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by such Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses"); provided that, (A) no Grantor shall grant, nor shall be deemed to have granted, a security interest in any item of Collateral which is subject to a Permitted Lien to the extent that the agreement, instrument or document which creates such Permitted Lien prohibits the granting of a security interest in, or encumbrance upon, such item of Collateral and (B) in no event shall Collateral include, and no Grantor shall be deemed to have granted a security interest in, any of such Grantor's right, title or interest in any agreement or instrument to which such Grantor is a party or any of its rights or interests thereunder to the extent (but only to the extent) that such a grant would violate the terms of, or result in a default under, such agreement or instrument (other than to the extent that any such term would be rendered ineffective pursuant to Section 9-318(4) of the UCC); provided, however, that upon the termination of such prohibitions for any reason whatsoever, the provisions of this Section 4 shall be deemed to apply thereto automatically.

5. Restrictions on Future Agreements. No Grantor will, without the Agent's prior written consent, enter into any agreement, including, without limitation, any exclusive license agreement, which is inconsistent with this Agreement, and each Grantor further agrees that it will not take any action, and will use its commercially reasonable efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to the Agent under this Agreement or the rights associated with the Trademarks.

6. New Trademarks. Each Grantor represents and warrants that, on the Effective Date, (a) the Trademarks listed on Schedule A include all of the United States registered

trademarks, trademark applications, registered service marks and service mark applications now owned or held by such Grantor and (b) no liens, claims or security interests (other than pursuant to licenses entered into by such Grantor as licensor and Permitted Liens) in such Trademarks have been granted by such Grantor to any Person other than the Agent. If, prior to the termination of this Agreement, any Grantor shall (i) obtain ownership rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) become the owner of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor, or (iii) enter into any new trademark license agreement or service mark license agreement, the provisions of paragraph 4 above shall automatically apply thereto. Such Grantor shall give to the Agent written notice of the issuance of any new United States registered trademarks, trademark applications, registered service marks or service mark applications after the occurrence thereof, but in any event not less frequently than on a quarterly basis. Each Grantor hereby authorizes the Agent to modify this Agreement unilaterally (i) by amending Schedule A to include any future United States registered trademarks, trademark applications, registered service marks and service mark applications owned by a Grantor, which are Trademarks under paragraph 4 above or under this paragraph 6, and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule A thereto such future United States registered trademarks, trademark applications, service marks, registered service marks and service mark applications.

7. Royalties. Each Grantor hereby agrees that the use by the Agent of the Trademarks and Licenses as authorized hereunder in connection with the Agent's exercise of its rights and remedies under paragraph 15 or pursuant to Section 17 of the Security Agreements shall be coextensive with such Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Agent or the Holders of Secured Obligations to such Grantor.

8. Further Assignments and Security Interests. From and after the occurrence and during the continuance of a Default, each Grantor agrees that the Agent, or a conservator appointed by the Agent, shall have the right to establish such reasonable additional product quality controls as the Agent or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products and services sold by such Grantor under the Trademarks or in connection with which such Trademarks are used. Each Grantor agrees, to the extent desirable in the normal conduct of its business, (i) except as permitted by the Credit Agreement, not to sell or assign its respective interests in, or grant any exclusive license under the Trademarks without the prior and express written consent of the Agent, (ii) to maintain the quality of such products as of the date hereof, and (iii) not to change the quality of such products in any material respect without the Agent's prior and express written consent.

9. Nature and Continuation of the Agent's Security Interest; Termination of the Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate only when the Secured Obligations (other than contingent indemnity obligations) have

been paid in full in cash and the Credit Agreements and the Security Agreements have been terminated. When this Agreement has terminated, the Agent shall promptly execute and deliver to each Grantor, at such Grantor's expense, all termination statements and other instruments as may be necessary or proper to terminate the Agent's security interest in the Trademarks, subject to any disposition thereof which may have been made by the Agent pursuant to this Agreement or the Security Agreements.

10. Grantors' Obligations Regarding Trademarks. Each Grantor shall, to the extent desirable in the normal conduct of such Grantor's business, (i) prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, and (ii) make application for trademarks or service marks. Each Grantor further agrees, to the extent desirable in the normal conduct of business, (i) not to abandon any Trademark without the prior written consent of the Agent, and (ii) to use its best efforts to maintain in full force and effect the Trademarks that are or shall be necessary or economically desirable in the operation of such Grantor's business. Any expenses incurred in connection with the foregoing shall be borne by such Grantor. Neither the Agent nor any of the Holders of Secured Obligations shall have any duty with respect to the Trademarks. Without limiting the generality of the foregoing, neither the Agent nor any of the Holders of Secured Obligations shall be under any obligation to take any steps necessary to preserve rights in the Trademarks against any other parties, but the Agent may do so at its option from and after the occurrence and during the continuance of a Default, and all expenses incurred in connection therewith shall be for the sole account of the Grantors and shall be added to the Secured Obligations secured hereby.

11. The Agent's Right to Sue. From and after the occurrence and during the continuance of a Default, the Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and, if the Agent shall commence any such suit, each Grantor shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents reasonably required by the Agent in aid of such enforcement. Each Grantor shall, upon demand, promptly reimburse the Agent for all costs and expenses incurred by the Agent in the exercise of its rights under this paragraph 11 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Agent).

12. Waivers. The Agent's failure, at any time or times hereafter, to require strict performance by any Grantor of any provision of this Agreement shall not waive, affect or diminish any right of the Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between any Grantor and the Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of the Grantors contained in this Agreement shall be deemed to have been suspended or waived by the Agent unless such suspension or waiver is in writing signed by an officer of the Agent and directed to the Grantors specifying such suspension or waiver.

13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of

this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 6 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney. Each Grantor hereby irrevocably designates, constitutes and appoints the Agent (and all Persons designated by the Agent in its sole and absolute discretion) as such Grantor's true and lawful attorney-in-fact, and authorizes the Agent and any of the Agent's designees, in such Grantor's or the Agent's name, to take any action and execute any instrument which the Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including without limitation to (i) endorse such Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Agent in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or the Licenses to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Licenses as the Agent deems in its own or the Holders of Secured Obligations' best interest. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof; provided, however, that the Agent agrees to exercise such powers as attorney-in fact only so long as a Default shall have occurred and is continuing and the Agent shall have given notice to such Grantor of the Agent's intention to enforce its rights and claims against such Grantor. This power of attorney is coupled with an interest and shall be irrevocable until all of the Secured Obligations (other than contingent indemnity obligations) shall have been paid in full in cash and the Credit Agreements shall have been terminated. Each Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Agent or the Holders of Secured Obligations under the Security Agreements, but rather is intended to facilitate the exercise of such rights and remedies.

The Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located or deemed located. Upon the occurrence and during the continuance of a Default and the election by the Agent to exercise any of its remedies under Section 9-504 or Section 9-505 of the Uniform Commercial Code with respect to the Trademarks, each Grantor agrees to assign, convey and otherwise transfer title in and to the Trademarks to the Agent or any transferee of the Agent and to execute and deliver to the Agent or any such transferee all such agreements, documents and instruments as may be necessary, in the Agent's sole discretion, to effect such assignment, conveyance and transfer. All of the Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Security Agreements, by any other agreements or by law, shall be cumulative and may be exercised

separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of a Default, the Agent may exercise any of the rights and remedies provided in this Agreement, the Security Agreements and any of the other Loan Documents. Each Grantor agrees that any notification of intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition; provided, however, that the Agent may give any shorter notice that is commercially reasonable under the circumstances.

16. Successors and Assigns. This Agreement shall be binding upon each Grantor and the successors and assigns of such Grantor, and shall inure to the benefit of each of the Holders of Secured Obligations and its nominees, successors and assigns. A Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for such Grantor; provided, however, that no Grantor shall voluntarily assign or transfer its rights or obligations hereunder without the Agent's prior written consent.

17. **GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (INCLUDING 735 ILCS 105/5-1 ET SEQ. BUT OTHERWISE WITHOUT REGARD TO THE CONFLICTS OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS. IN THE EVENT THAT A COURT DETERMINED THAT THE PARTIES' CHOICE OF ILLINOIS LAW AS SET FORTH ABOVE IS NOT ENFORCEABLE, THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AND NOT TO THE LAW OF CONFLICTS) OF THE STATE OF INDIANA, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.**

18. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Security Agreements.

19. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

20. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

21. Merger. This Agreement represents the final agreement of the Grantors with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between any of the Grantors and the Agent or any of the Holders of Secured Obligations.

22. Absence of Signature. The failure of any Grantor to sign or become party to this Agreement or any amendment, change or reaffirmation hereof shall not release, discharge,

terminate or otherwise affect the obligations and the grant of security by any other Grantor hereunder.

23. Additional Grantors. Pursuant to the Credit Agreement, certain Subsidiaries of Tokheim are required to enter into this Agreement as Grantors within the applicable time period specified by the Credit Agreement. Upon the execution and delivery, after the date hereof, by the Agent and a subsidiary of Tokheim of an instrument in the form of Annex 1, such subsidiary of Tokheim shall become a Grantor hereunder with the same force and effect as if originally named as a Grantor herein. The execution and delivery of any such instrument shall not require the consent of any Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TOKHEIM CORPORATION

By: Norman L. Roetke
Name: Norman L. Roetke
Title: Vice President and Secretary

TOKHEIM AUTOMATION CORPORATION

By: Norman L. Roetke
Name: Norman L. Roetke
Title: Vice President and Secretary

ENVIROTRONIC SYSTEMS, INC.

By: Norman L. Roetke
Name: Norman L. Roetke
Title: Vice President and Secretary

TOKHEIM INVESTMENT CORP.

By: Norman L. Roetke
Name: Norman L. Roetke
Title: Vice President and Secretary

SUNBELT HOSE & PETROLEUM EQUIPMENT, INC.

By: Norman L. Roetke
Name: Norman L. Roetke
Title: Vice President and Secretary

Signature Page for Tokheim Corporation
Trademark Security Agreement
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GASBOY INTERNATIONAL, INC.

By: Norman L. Roelke
Name: Norman L. Roelke
Title: Secretary

MANAGEMENT SOLUTIONS, INC.

By: Norman L. Roelke
Name: Norman L. Roelke
Title: Secretary

TOKHEIM EQUIPMENT CORPORATION

By: Norman L. Roelke
Name: Norman L. Roelke
Title: Treasurer + Secretary

TOKHEIM RPS, LLC

By: Gasboy International, Inc.

By: Norman L. Roelke
Name: Norman L. Roelke
Title: Secretary

Accepted and agreed to as of the day and year first
above written.

NBD BANK, N.A., as Agent

By: Jacqueline Hopkins
Name: Jacqueline Hopkins
Title: First Vice President

Signature Page for Tokheim Corporation
Trademark Security Agreement
September 1998

Schedule A
to
Trademark Security Agreement

Dated as of September 30, 1998

Trademark and Service Mark Registrations

None, except:

<u>Grantor</u>	<u>Trademark/Service mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
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Trademark and Service Mark Applications

None, except:

<u>Grantor</u>	<u>Trademark</u>	<u>Application Date</u>	<u>Serial No.</u>
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Trademark Security Agreement was acknowledged before me this 30th day of September, 1998, by Norman L. Roelke, a Vice President of Tokheim Corporation, an Indiana corporation, on behalf of such corporation.




Notary Public
Cook County, Illinois
My commission expires: 5/4/99



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Trademark Security Agreement was acknowledged before me this 30th day of September, 1998, by Jacqueline Hopkins, a First Vice President of NBD Bank, N.A., a national banking association, on behalf of such national banking association.


Notary Public
Cook County, Illinois
My commission expires: 5/4/99



ANNEX I TO AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT

Reference is hereby made to the Amended and Restated Trademark Security Agreement (the "Agreement") made as of the [] day of September, 1998, by [Insert Initial Grantors] (collectively, the "Initial Grantors" and along with any other Subsidiaries which have become parties thereto and together with the undersigned parties thereto and together with the undersigned, the "Grantors") in favor of the Agent, for the ratable benefit of the Holders of Secured Obligations under the Credit Agreement. Capitalized terms used herein and not defined herein shall have the meanings given to them in the Agreement. By its execution below, the undersigned [NAME OF NEW GRANTOR], a [] corporation, agrees to become, and does hereby become, a Grantor under the Agreement and agrees to be bound by such Agreement as if originally a party thereto. By its execution below, the undersigned represents and warrants as to itself that all of the representations and warranties contained in the Agreement are true and correct in all respects as of the date hereof.

IN WITNESS WHEREOF, [NAME OF NEW GRANTOR], a [] corporation has executed and delivered this Annex I counterpart to the Agreement as of this _____ day of _____, _____.

[NAME OF NEW GRANTOR]

By: _____
Name:
Title: