

01-14-1999



FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

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

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*1-12-99*

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**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

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

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/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 Assignment.)

01/13/1999 TTOM11 00000072 2098012

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 OP  
25.00 OP

*File OK*

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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: 1839 FRAME: 0538**

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name  78 JUN 12 AM 9:16

Address (line 1)  OPR/FINANCE

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number  212-735-4188

Name  Kenneth A. Rubenstein

Address (line 1)  Skadden Arps Slate Meagher & Flom LLP

Address (line 2)  919 Third Avenue

Address (line 3)  New York, New York 10022

Address (line 4)  USA

**Pages**

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

#  6

**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)**

2,098,012  2,084,453

**Number of Properties**

Enter the total number of properties involved.

#  2

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$  65.00

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.

Francis Hsueh

01/08/99

Name of Person Signing

Signature

Date Signed

## ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS, dated as of Oct. 6, 1998 ("Assignment"), by Schlumberger Technologies, Inc., a Delaware corporation ("Assignor"), with its principal place of business at 1601 Technology Dr. San Jose, CA 95115, in favor of Tokheim Equipment Corporation, a Delaware corporation ("Assignee"), with its principal place of business at 10501 Corporate Drive, Fort Wayne, Indiana 46845.

### W I T N E S S E T H

**WHEREAS**, Assignor has adopted and is using the trademarks and/or service marks listed on Attachment 1 hereto, which trademarks and/or service marks are registered or have been filed for registration in the United States Patent and Trademark Office (the "Trademarks"); and

**WHEREAS**, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of Sept. 30, 1998 (the "Asset Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor the Trademarks and the goodwill connected with and symbolized thereby, among other assets.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer, set over, and deliver to Assignee all of Assignor's right, title, and interest in and to the Trademarks and the registrations thereof and applications therefore together with (i) the goodwill of the business connected with the use of and symbolized by the Trademarks, (ii) all causes of actions, claims and demands or other rights for, or arising from any infringement, including past infringement, of the Trademarks, (iii) to the extent that any trademark or service mark applications included in the Trademarks are filed on the basis of Assignor's "intent 'to-use'" such trademarks or service marks, the portion of the business to which those trademarks or service marks apply (which business is ongoing and existing), and (iv) all rights corresponding thereto throughout the world, all upon the terms and subject to the conditions set forth in the Asset Purchase Agreement.


Assignor further agrees, without further consideration, to cause to be performed such lawful acts and to be executed such further assignments and other lawful documents as Assignee may reasonably request to effectuate fully this Assignment and to permit Assignee to be duly recorded as the registered owner and proprietor of the rights hereby conveyed.

[Remainder of Page Intentionally Left Blank]

**IN WITNESS WHEREOF**, the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

**ASSIGNOR:**

Schlumberger Technologies, Inc.

By:   
\_\_\_\_\_  
Leonard Rojunas, Esq.  
Assistant Secretary, Patents and  
Trademarks

Acknowledged and  
Accepted:

**ASSIGNEE:**

Tokheim Equipment Corporation

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

**IN WITNESS WHEREOF**, the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

**ASSIGNOR:**

Schlumberger Technologies, Inc.

By: \_\_\_\_\_  
Leonard Pojunas, Esq.  
Assistant Secretary, Patents and  
Trademarks

Acknowledged and  
Accepted:

**ASSIGNEE:**

Tokheim Equipment Corporation

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

STATE OF Georgia )  
COUNTY OF Gwinnett ) SS.

I, a notary public, in and for the county and state aforesaid, do hereby certify that Leonard Pojunas personally known to me to be the Assistant Secretary, Patents and Trademarks of Schlumberger Technologies, Inc., a Delaware corporation, appeared before me this day in person and acknowledged that he signed the above and foregoing instrument as his free and voluntary act and as the free and voluntary act of said corporation pursuant to authority granted to him by the board of directors of said corporation for the uses and purposes therein set forth.

**IN WITNESS WHEREOF**, I have hereunto set my hand and notarial seal this 7 day of Oct, 1998.

Susan A. Anderson  
Notary Public

My commission expires: 2-23-99

ATTACHMENT 1 TO ASSIGNMENT OF TRADEMARKS

REGISTERED  
TRADEMARKS AND APPLICATIONS

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Registration No. (Application No.)</u>	<u>Registration Date</u>	<u>Status</u>
United States	Centurion	2098012	09.16.97	registered
United States	Highway	2084453	07.29.97	registered