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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

101762697

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): TOKHEIM CORPORATION GASBOY INTERNATIONAL, INC. MANAGEMENT SOLUTIONS, INC. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State [] Other

2. Name and address of receiving party(ies) Name: ABN AMRO BANK N.V. in its Internal capacity as Administrative Agent for the Lenders Address: 208 S. LASALLE ST. SUITE 1500 City: CHICAGO State: IL Zip: 60604 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [] Corporation-State [x] Other NATIONAL BANKING ASSOCIATION

3. Nature of conveyance: [] Assignment [] Merger [x] Security Agreement [] Change of Name [] Other Execution Date: OCTOBER 20, 2000

4. Application number(s) or registration number(s): A. Trademark Application No.(s) SEE ATTACHED B. Trademark Registration No.(s)

6. Total number of applications and registrations involved: 23

5. Name and address of party to whom correspondence concerning document should be mailed: Name: CHRISTINE F. BENTON Internal Address: CLIFFORD CHANCE ROGERS & WELLS LLP Street Address: 200 PARK AVENUE City: NEW YORK State: NY Zip: 10166

7. Total fee (37 CFR 3.41) \$ 590 [] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number: 18-1843 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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. CHRISTINE F. BENTON [Signature] JUNE 6, 2001 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 54

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

06 25/2001 DEYRNE 00000132 101843 06 25/2001 40.00 DE 06 25/2001 350.00 CH

TRADEMARK REEL: 002320 FRAME: 0906

I. Tokheim Corporation U.S. Trademarks to be Recorded for Liens

| Item | Registration Number | Registration Date | Mark |
|------|---------------------|-------------------|---|
| 1 | 1,108,219 | 12/05/78 | Systems for the Movement & Measurement of Liquids |
| 2 | 1,120,181 | 06/12/79 | Tokheim™ |
| 3 | 1,209,485 | 09/21/82 | Tokheim™ |
| 4 | 1,266,130 | 02/07/84 | Smooth-Flo™ |
| 5 | 1,530,640 | 03/21/89 | Tokheim™ (& Design) |
| 6 | 1,531,745 | 03/28/89 | Tokheim™ |
| 7 | 1,734,514 | 11/24/92 | Tokheim Quality™ (& Design) |
| 8 | 1,852,940 | 09/06/94 | Vision™ |
| 9 | 1,930,126 | 10/24/95 | Premier™ |
| 10 | 1,951,257 | 01/23/96 | Tokheim Quality™ (& Design) |
| 11 | 2,243,144 | 05/04/99 | Tokheim Sofitam Worldwide™ (& Design) |
| 12 | 2,251,788 | 06/08/99 | Columbus™ |
| 13 | 2,264,270 | 07/27/99 | Faslink™ |
| 14 | 178,253 | 01/08/24 | Tokheim™ |

II. Gasboy International, Inc. U.S. Trademarks to be Recorded for Liens

| Registration Number | Registration Date | Mark |
|----------------------------|--------------------------|-----------------------|
| 1,972,880 | 05/07/96 | Fuel Point™ |
| 1,970,011 | 04/23/96 | Astra™ |
| 1,407,458 | 09/02/86 | Gasboy™ |
| 945,175 | 10/17/72 | Gasboy™ (Class 7 & 9) |
| 774,098 | 07/28/64 | Keytro™ |
| 766,344 | 03/10/64 | Slimline™ |
| 704,611 | 09/20/60 | Starliner™ |
| 438,395 | 04/20/48 | Gasboy™ (Stylized) |

III. Management Solutions, Inc. U.S. Trademarks to be Recorded for Liens

| Registration Number | Registration Date | Mark |
|----------------------------|--------------------------|----------------------------------|
| 2,366,768 | 07/11/00 | Management Solutions™ (& Design) |

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement") dated as of October 20, 2000 is among TOKHEIM CORPORATION (the "Company"), each subsidiary of the Company listed on the signature pages hereof, each other person or entity which from time to time becomes a party hereto (collectively, including the Company, the "Debtors" and individually each a "Debtor") and ABN AMRO BANK N.V. ("ABN"), in its capacity as Administrative Agent (as defined below) for the Lenders (as defined below).

WITNESSETH:

WHEREAS, the Company, various subsidiaries of the Company as borrowers (together with the Company, the "Borrowers"), various financial institutions (collectively, the "Lenders" and each, a "Lender"), AmSouth Bank, as Documentation Agent, and ABN, as administrative agent for the Lenders (in such capacity, the "Administrative Agent"), have entered into a Post-Confirmation Credit Agreement dated as of October 20, 2000 (as amended, restated or otherwise modified from time to time in accordance with the terms thereof, the "Credit Agreement");

WHEREAS, each of the Debtors other than the Company has executed and delivered a guaranty (the "Guaranty") of the obligations of the Company in respect of the Loan Documents; and

WHEREAS, the obligations of the Borrowers in respect of the Loan Documents and the obligations of each Debtor other than the Company under the Guaranty are to be secured pursuant to, among other Loan Documents, this Agreement;

NOW, THEREFORE, for and in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. When used herein, (a) the terms Account, Account Debtor, Certificated Security, Chattel Paper, Commodity Account, Commodity Contract, Deposit Account, Document, Equipment, Fixture, Goods, Instrument, Inventory, Investment Property, Security, Security Entitlement, Securities Account and Uncertificated Security shall have the respective meanings assigned to such terms in the UCC (as defined below), (b) capitalized terms used but not defined have the meanings assigned to such terms in the Credit Agreement and (c) the following terms have the following meanings (such definitions to be applicable to both the singular and plural forms of such terms):

ABN - see the introductory paragraph.

Administrative Agent - see the recitals.

Agreement - see the introductory paragraph.

Assignee Deposit Account - see Section 4.

Collateral means, with respect to any Debtor, all property and rights of such Debtor in which a security interest is granted hereunder.

Company - see the introductory paragraph.

Computer Hardware and Software means, with respect to any Debtor, (i) all computer and other electronic data processing hardware, whether now or hereafter owned, licensed or leased by such Debtor, including, without limitation, all integrated computer systems, central processing units, memory units, display terminals, printers, features, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories and all peripheral devices and other related computer hardware; (ii) all software programs, whether now or hereafter owned, licensed or leased by such Debtor, designed for use on the computers and electronic data processing hardware described in clause (i) above, including, without limitation, all operating system software, utilities and application programs in whatsoever form (source code and object code in magnetic tape, disk or hard copy format or any other listings whatsoever); (iii) all firmware associated therewith, whether now or hereafter owned, licensed or leased by such Debtor; and (iv) all documentation for such hardware, software and firmware described in the preceding clauses (i), (ii) and (iii), whether now or hereafter owned, licensed or leased by such Debtor, including, without limitation, flow charts, logic diagrams, manuals, specifications, training materials, charts and pseudo codes.

Credit Agreement - see the recitals.

Debtor - see the introductory paragraph.

Default means the occurrence of any of the following events: (i) any Unmatured Event of Default under Section 12.1.4 of the Credit Agreement with respect to any Borrower, (ii) any Event of Default or (iii) any warranty of any Debtor herein is untrue or misleading in any material respect and, as a result thereof, the Administrative Agent's security interest in any material portion of the Collateral (of all Debtors taken as a whole) is not perfected or the Administrative Agent's rights and remedies with respect to any material portion of the Collateral of all Debtors (taken as a whole) is materially impaired or otherwise materially adversely affected.

General Intangibles means, with respect to any Debtor, all of such Debtor's "general intangibles" as defined in the UCC and, in any event, includes (without

limitation) all of such Debtor's licenses, franchises, tax refund claims, guarantee claims, security interests and rights to indemnification.

Guaranty - see the recitals.

Intellectual Property means all past, present and future: trade secrets and other proprietary information; customer lists; trademarks, service marks, business names, trade names, designs, logos, indicia, and/or other source and/or business identifiers and the goodwill of the business relating thereto and all registrations or applications for registrations which have heretofore been or may hereafter be issued thereon throughout the world; copyrights (including, without limitation, copyrights for computer programs) and copyright registrations or applications for registrations which have heretofore been or may hereafter be issued throughout the world and all tangible property embodying the copyrights; inventions (whether or not patentable); patent applications and patents; industrial designs, industrial design applications and registered industrial designs; license agreements related to any of the foregoing and income therefrom; mask works, books, records, writings, computer tapes or disks, flow diagrams, specification sheets, source codes, object codes and other physical manifestations, embodiments or incorporations of any of the foregoing; the right to sue for all past, present and future infringements of any of the foregoing; and all common law and other rights throughout the world in and to all of the foregoing.

Lender Parties means each Lender and each Affiliate of a Lender that is party to a Hedging Agreement with the Company or any Domestic Subsidiary.

Lender - see the recitals.

Lenders - see the recitals.

Liabilities means (a) as to the Company, all obligations of the Borrowers to the Administrative Agent or any Lender, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing or due or to become due, which arise under the Credit Agreement or any other Loan Document (including, without limitation, with respect to Letters of Credit), as the same may be amended, modified, extended or renewed from time to time, and all Hedging Obligations of the Company and each Domestic Subsidiary to any Lender Party, and (b) with respect to each Debtor other than the Company, all obligations of such Debtor under the Guaranty or any other Loan Document.

Non-Tangible Collateral means, with respect to any Debtor, collectively, such Debtor's Accounts and General Intangibles.

Permitted Liens - see Section 3.

UCC means the Uniform Commercial Code as in effect from time to time in the State of New York.

2. Grant of Security Interest As security for the payment of all Liabilities, each Debtor hereby assigns, pledges and conveys to the Administrative Agent for the benefit of the Lender Parties, and grants to the Administrative Agent for the benefit of the Lender Parties a continuing security interest in, the following, whether now or hereafter existing or acquired:

All of such Debtor's:

- (i) Accounts;
- (ii) Chattel Paper;
- (iii) Computer Hardware and Software and all rights with respect thereto, including, without limitation, any and all licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications, and any substitutions, replacements, additions or model conversions of any of the foregoing;
- (iv) Deposit Accounts;
- (v) Documents;
- (vi) General Intangibles;
- (vii) Goods (including, without limitation, all its Equipment, Fixtures and Inventory), together with all accessions, additions, attachments, improvements, substitutions and replacements thereto and therefor;
- (viii) Instruments;
- (ix) Intellectual Property;
- (x) Investment Property (including, without limitation, Commodity Accounts, Commodity Contracts, Securities (whether Certificated Securities or Uncertificated Securities), Security Entitlements and Securities Accounts);
- (xi) money (of every jurisdiction whatsoever); and
- (xii) to the extent not included in the foregoing, other personal property of any kind or description;

together with all books, records, writings, data bases, information and other property relating to, used or useful in connection with, evidencing, embodying, incorporating or referring to any of the foregoing, all claims and/or insurance proceeds arising out of the loss, nonconformity or any interference with the use of, or any defects or infringements of rights in, or damage to, any of the foregoing, and all proceeds, products, offspring, rents, issues, profits and returns of and from, and all distributions on and rights arising out of, any of the foregoing.

Notwithstanding the foregoing, "Collateral" shall not include (i) any general intangibles or other rights arising under any contracts, instruments, licenses or other documents to the extent (but only to the extent) that the grant of a security interest would (x) constitute a violation of a valid and enforceable restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained (provided that each Debtor agrees to use commercially reasonable efforts to obtain any such required consent) or (y) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder pursuant to a valid and enforceable provision (provided that each Debtor agrees to use commercially reasonable efforts to obtain the waiver of each such right) and (ii) Investment Property consisting of equity securities of an issuer that is a Foreign Subsidiary of any Debtor in excess of 65% of the total combined voting power of all equity securities of such Foreign Subsidiary.

3. Warranties. Each Debtor warrants that: (i) no financing statement (other than any which may have been filed on behalf of the Administrative Agent or in connection with Permitted Liens (as defined below)) covering any of such Debtor's Collateral is on file in any public office; (ii) such Debtor is and will be the lawful owner of such Debtor's Collateral, free of all liens and claims whatsoever, other than the security interest hereunder and liens and claims expressly permitted by the Credit Agreement ("Permitted Liens"), with full power and authority to execute this Agreement and perform such Debtor's obligations hereunder, and to subject the Collateral to the security interest hereunder; (iii) all information with respect to Collateral and Account Debtors set forth in any schedule, certificate or other writing at any time heretofore or hereafter furnished by such Debtor to the Administrative Agent or any Lender and all other written information, taken as a whole, heretofore or hereafter furnished by such Debtor to the Administrative Agent or any Lender in connection with the Credit Agreement will be true and correct in all material respects as of the date furnished; (iv) such Debtor's true legal name as registered in the jurisdiction in which such Debtor is organized or incorporated, jurisdiction of organization or incorporation, federal employer identification number and chief executive office are as set forth on Schedule I hereto (and such Debtor has not maintained its chief executive office at any other location at any time after April 30, 2000); (v) each other location where such Debtor maintains a place of business or has any Goods is set forth on Schedule II hereto; (vi) except as disclosed on Schedule III, such Debtor is not now known and during the five years preceding the date

hereof has not previously been known by any trade name; (vii) except as disclosed on Schedule III, during the five years preceding the date hereof such Debtor has not been known by any legal name different from the one set forth on the signature page of this Agreement nor has such Debtor been the subject of any merger or other corporate reorganization; and (viii) Schedule IV hereto contains a complete listing of all of such Debtor's Intellectual Property which is subject to any registration statute.

4. Collections, etc. Until such time after the occurrence and during the continuance of a Default as the Administrative Agent shall notify such Debtor of the revocation of such power and authority, each Debtor (a) may, in the ordinary course of its business, at its own expense, sell, lease or furnish under contracts of service any of the Inventory normally held by such Debtor for such purpose, use and consume, in the ordinary course of its business, any raw materials, work in process or materials normally held by such Debtor for such purpose, and use, in the ordinary course of its business (but subject to the terms of the Credit Agreement), the cash proceeds of Collateral and other money which constitutes Collateral, (b) will, at its own expense, endeavor to collect, as and when due, all amounts due under any of the Non-Tangible Collateral, including the taking of such action with respect to such collection as the Administrative Agent may reasonably request or, in the absence of such request, as such Debtor may deem advisable, and (c) may grant, in the ordinary course of business, to any party obligated on any of the Non-Tangible Collateral, any rebate, refund or allowance to which such party may be lawfully entitled, and may accept, in connection therewith, the return of Goods, the sale or lease of which shall have given rise to such Non-Tangible Collateral. The Administrative Agent, however, may, at any time after the occurrence and during the continuance of a Default, whether before or after any revocation of such power and authority or the maturity of any of the Liabilities, notify any parties obligated on any of the Non-Tangible Collateral to make payment to the Administrative Agent, for the benefit of the Lender Parties, of any amounts due or to become due thereunder and enforce collection of any of the Non-Tangible Collateral, for the benefit of the Lender Parties, by suit or otherwise and surrender, release or exchange all or any part thereof, or compromise or extend or renew for any period (whether or not longer than the original period) any indebtedness thereunder or evidenced thereby. Upon request of the Administrative Agent at any time while a Default shall have occurred and be continuing, each Debtor will, at its own expense, notify any parties obligated on any of the Non-Tangible Collateral to make payment to the Administrative Agent, for the benefit of the Lender Parties, of any amounts due or to become due thereunder.

Upon request by the Administrative Agent whenever a Default shall have occurred and be continuing, each Debtor will forthwith, upon receipt, transmit and deliver to the Administrative Agent, in the form received, all cash, checks, drafts and other instruments or writings for the payment of money (properly endorsed, where required, so that such items may be collected by the Administrative Agent) which may be received by such Debtor at any time in full or partial payment or otherwise as proceeds of any of the Collateral. Except as the Administrative Agent may otherwise consent in

writing, any such items which may be so received by any Debtor whenever a Default shall have occurred and be continuing will not be commingled with any other of its funds or property, but will be held separate and apart from its own funds or property and upon express trust for the Administrative Agent on behalf of the Lender Parties until delivery is made to the Administrative Agent. Each Debtor will comply with the terms and conditions of any consent given by the Administrative Agent pursuant to the foregoing sentence.

Whenever a Default shall have occurred and be continuing, all items or amounts which are delivered by any Debtor to the Administrative Agent on account of partial or full payment or otherwise as proceeds of any of the Collateral shall be deposited to the credit of a deposit account (each an "Assignee Deposit Account") of such Debtor maintained with the Administrative Agent over which the Administrative Agent has sole dominion and control, as security for payment of the Liabilities. No Debtor shall have any right to withdraw any funds deposited in the applicable Assignee Deposit Account.

Whenever a Default shall have occurred and be continuing, the Administrative Agent is authorized to endorse, in the name of the applicable Debtor, any item, howsoever received by the Administrative Agent, representing any payment on or other proceeds of any of the Collateral.

5. Certificates, Schedules and Reports. Each Debtor will from time to time deliver to the Administrative Agent such schedules, certificates and reports respecting all or any of the Collateral at the time subject to the security interest hereunder, and the items or amounts received by such Debtor in full or partial payment of any of the Collateral, as the Administrative Agent may reasonably request. Any such schedule, certificate or report shall be executed by a duly authorized officer of such Debtor and shall be in such form and detail as the Administrative Agent may reasonably specify. Each Debtor shall immediately notify the Administrative Agent of the occurrence of any event causing any loss or depreciation in the value of its Inventory or other Goods which is material to the Company and its Subsidiaries taken as a whole, and such notice shall specify the amount of such loss or depreciation.

6. Agreements of the Debtors. Each Debtor (a) will, upon request of the Administrative Agent, execute such financing statements and other documents (and pay the cost of filing or recording the same in all public offices reasonably deemed appropriate by the Administrative Agent) and do such other acts and things (including, without limitation, delivery to the Administrative Agent of any Instruments or Certificated Securities which constitute Collateral), all as the Administrative Agent may from time to time reasonably request, to establish and maintain a valid security interest in the Collateral (free of all other liens, claims and rights of third parties whatsoever, other than Permitted Liens) to secure the payment of the Liabilities (and each Debtor hereby authorizes the Administrative Agent to file any financing statement without its signature (provided that the Administrative Agent shall give notice to any such Debtor of any such

filing), to the extent permitted by applicable law, and/or to file a copy of this Agreement as a financing statement or other document in any jurisdiction); (b) will keep all its Inventory, Equipment and other Goods at, and will not maintain any place of business at any location other than, its address(es) shown on Schedules I and II hereto or at such other addresses of which such Debtor shall have given the Administrative Agent not less than 30 days' prior written notice; (c) will not change its state of organization or incorporation or its name, identity or corporate structure such that any financing statement filed to perfect the Administrative Agent's interests under this Agreement would become seriously misleading, unless such Debtor shall have given the Administrative Agent not less than 30 days' prior notice of such change (provided that this Section 6(c) shall not be deemed to authorize any change or transaction prohibited under the Credit Agreement); (d) will keep its records concerning the Non-Tangible Collateral in such a manner as will enable the Administrative Agent or its designees to determine at any time the status of the Non-Tangible Collateral; (e) will, subject to the terms of the Credit Agreement, permit the Administrative Agent and its designees, from time to time, on reasonable notice and at reasonable times and intervals during normal business hours (or at any time without notice at any time while a Default shall have occurred and be continuing) to inspect such Debtor's Inventory and other Goods, and to inspect, audit and make copies of and extracts from all records and all other papers in the possession of such Debtor pertaining to the Collateral and the Account Debtors, and will, upon request of the Administrative Agent during the existence of a Default, deliver to the Administrative Agent all of such records and papers; (f) will, upon request of the Administrative Agent, stamp on its records concerning the Collateral and add on all Chattel Paper constituting a portion of the Collateral, a notation, in form satisfactory to the Administrative Agent, of the security interest of the Administrative Agent hereunder; (g) except as permitted by the Credit Agreement, will not sell, lease, assign or create or permit to exist any lien on or security interest in any Collateral other than Permitted Liens and liens and security interests in favor of the Administrative Agent; (h) without limiting the provisions of Section 10.3 of the Credit Agreement, will at all times keep all its Inventory and other Goods insured under policies maintained with reputable, financially sound insurance companies against loss, damage, theft and other risks to such extent as is customarily maintained by companies similarly situated, and cause all such policies to provide that loss thereunder shall be payable to the Administrative Agent as its interest may appear (it being understood that (A) subject to the provisions of Section 6.2 of the Credit Agreement, so long as no Default shall have occurred and be continuing, the Administrative Agent shall deliver any proceeds of such insurance which may be received by it to such Debtor and (B) whenever a Default shall have occurred and be continuing, the Administrative Agent shall apply any proceeds of such insurance which may be received by it toward payment of the Liabilities, whether or not due, in accordance with Section 7.2 of the Credit Agreement) and such policies or certificates thereof shall, if the Administrative Agent so requests, be deposited with or furnished to the Administrative Agent; (i) will take such actions as are reasonably necessary to keep its Inventory in good condition, ordinary wear and tear excepted; (j) will take such actions as are reasonably necessary to keep its Equipment (other than obsolete

Equipment) in good repair and condition and in good working or running order, ordinary wear and tear excepted; (k) will promptly pay when due all license fees, registration fees, taxes, assessments and other charges which may be levied upon or assessed against the ownership, operation, possession, maintenance or use of its Equipment and other Goods (as applicable) unless being contested by such Debtor in good faith and so long as adequate reserves with respect thereto have been provided; (l) will, upon request of the Administrative Agent, (i) cause to be noted on the applicable certificate, in the event any of its Equipment is covered by a certificate of title, the security interest of the Administrative Agent in the Equipment covered thereby and (ii) deliver all such certificates to the Administrative Agent or its designees; (m) will take all steps reasonably necessary to protect, preserve and maintain all of its rights in the Collateral, subject only to Permitted Liens; (n) will keep all of the tangible Collateral, Deposit Accounts and Investment Property in the continental United States; and (o) will reimburse the Administrative Agent for all expenses, including Attorney Costs, incurred by the Administrative Agent in seeking to collect or enforce any rights in respect of such Debtor's Collateral.

Any expenses incurred in protecting, preserving and maintaining any Collateral shall be borne by the applicable Debtor. Whenever a Default shall have occurred and be continuing, the Administrative Agent shall have the right to bring suit to enforce any or all of the Intellectual Property or licenses thereunder, in which event the applicable Debtor shall at the request of the Administrative Agent do any and all lawful acts and execute any and all proper documents required by the Administrative Agent in aid of such enforcement and such Debtor shall promptly, upon demand, reimburse and indemnify the Administrative Agent for all reasonable costs and expenses incurred by the Administrative Agent in the exercise of its rights under this Section 6, except to the extent any of the foregoing result from the gross negligence or willful misconduct of the Administrative Agent. Notwithstanding the foregoing, the Administrative Agent shall have no obligations or liabilities regarding the Collateral or any thereof by reason of, or arising out of, this Agreement.

7. Event of Default (a) Whenever an Event of Default shall have occurred and be continuing, the Administrative Agent may exercise from time to time any rights and remedies available to it under the UCC, under any other applicable law and in the subsections set forth below in this Section 7.

(b) Each Debtor agrees, in case of Default, (i) to assemble, at its expense, all its Inventory and other Goods (other than Fixtures) at a convenient place or places acceptable to the Administrative Agent, and (ii) at the Administrative Agent's reasonable request, to execute all such documents and do all such other things which may be necessary or desirable in order to enable the Administrative Agent or its nominee to be registered as owner of the Intellectual Property with any competent registration authority.

(c) Notice of the of intended disposition of any Collateral may be given by certified mail, hand-delivery (through a delivery service or otherwise) or facsimile, and shall be deemed to have been "received" three Business Days after deposit in the U.S. mails with adequate postage properly affixed, upon receipt if sent pursuant to an express delivery service or upon receipt of confirmation of the electronic submission through telephonic services, as applicable. Each Debtor hereby agrees and acknowledges that (i) with respect to Collateral that is: (A) perishable or threatens to decline speedily in value or (B) is of a type customarily sold on a recognized market (including, but not limited to, Investment Property), no notice of disposition need be given; and (ii) with respect to Collateral not described in clause (i) above, notification sent whenever an Event of Default shall have occurred and be continuing and ten days before any proposed disposition provides notice within a reasonable time before disposition.

(d) Each Debtor hereby agrees and acknowledges that a commercially reasonable disposition of Inventory, Equipment, Computer Hardware and Software or Intellectual Property may be by lease or license of, in addition to the sale of, such Collateral. Each Debtor further agrees and acknowledges that a disposition (i) made in the usual manner on any recognized market, (ii) at the price current in any recognized market at the time of disposition or (iii) in conformity with reasonable commercial practices among dealers in the type of property subject to the disposition shall, in each case, be deemed commercially reasonable.

(e) Any cash proceeds of any disposition by the Administrative Agent of any of the Collateral shall be applied by the Administrative Agent to payment of reasonable expenses in connection with the Collateral, including reasonable attorneys' fees and legal expenses, and thereafter to the payment of any and all of the Liabilities in such order of application as provided for under the Credit Agreement, and thereafter any surplus will be paid to the applicable Debtor or as a court of competent jurisdiction shall direct. The Administrative Agent need not apply or pay over for application noncash proceeds of collection and enforcement unless (i) the failure to do so would be commercially unreasonable and (ii) the applicable Debtor has provided the Administrative Agent with a written demand to apply or pay over such noncash proceeds on such basis.

8. General. The Administrative Agent shall be deemed to have exercised reasonable care in the custody and preservation of any of the Collateral in its possession if it takes such action for that purpose as any applicable Debtor requests in writing, but failure of the Administrative Agent to comply with any such request shall not of itself be deemed a failure to exercise reasonable care, and no failure of the Administrative Agent to preserve or protect any rights with respect to such Collateral against prior parties, or to do any act with respect to the preservation of such Collateral not so requested by any Debtor, shall be deemed a failure to exercise reasonable care in the custody or preservation of such Collateral.

Each Debtor agrees that a carbon, photographic or other reproduction of this Agreement is sufficient as a financing statement.

All notices and requests hereunder shall be in writing (including facsimile transmission) and shall be sent (i) if to the Administrative Agent, to its address shown on Schedule 14.3 to the Credit Agreement or such other address as it may, by written notice to the Company, have designated as its address for such purpose, and (ii) if to any Debtor, to its address shown on Schedule I hereto or to such other address as such Debtor may, by written notice to the Administrative Agent, have designated as its address for such purpose. Notices sent by facsimile transmission shall be deemed to have been given when confirmation of such transmission is received; notices sent by mail shall be deemed to have been given three Business Days after the date when sent by registered or certified mail, postage prepaid; and notices sent by hand delivery or overnight courier shall be deemed to have been given when received.

Each of the Debtors agrees to pay all expenses (including Attorney Costs) paid or incurred by the Administrative Agent or any Lender in endeavoring to collect the Liabilities of such Debtor, or any part thereof, and in enforcing this Agreement against such Debtor, and such obligations will themselves be Liabilities.

No delay on the part of the Administrative Agent in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Administrative Agent of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy.

This Agreement shall remain in full force and effect until all Liabilities have been paid in full (other than contingent indemnification obligations) and all Commitments have terminated, at which time the security interest granted hereby shall terminate and all right to the Collateral shall revert to the applicable Debtor. Upon any such termination, the Administrative Agent will, at such Debtor's sole expense, deliver to such Debtor, without any representation, warranty or recourse of any kind whatsoever, all of such Debtor's Collateral held by the Administrative Agent hereunder as shall not have been sold or otherwise applied pursuant to the terms hereof, and execute and deliver to such Debtor such documents as such Debtor shall reasonably request to evidence such termination. If at any time all or any part of any payment theretofore applied by the Administrative Agent or any Lender Party to any of the Liabilities is or must be rescinded or returned by the Administrative Agent or such Lender Party for any reason whatsoever (including, without limitation, the insolvency, bankruptcy or reorganization of any Debtor), such Liabilities shall, for the purposes of this Agreement, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by the Administrative Agent or such Lender Party, and this Agreement shall continue to be effective or be reinstated, as the case may be, as to such Liabilities, all as though such application by the Administrative Agent or such Lender Party had not been made.

This Agreement shall be construed in accordance with and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within the State of New York (except to the extent that, pursuant to New York law, the perfection, the effect of perfection or nonperfection or the priority of any security interest granted hereunder may be determined in accordance with the laws of a different jurisdiction). Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

The rights and privileges of the Administrative Agent hereunder shall inure to the benefit of its successors and permitted assigns.

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement. At any time after the date of this Agreement, one or more additional persons or entities may become parties hereto by executing and delivering to the Administrative Agent a counterpart to this Agreement (together with supplements to the Schedules hereto). Immediately upon such execution and delivery (and without any further action), each such additional person or entity will become a party to, and will be bound by all the terms of, this Agreement.

ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT THE ADMINISTRATIVE AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. EACH DEBTOR HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK FOR THE PURPOSE OF ANY SUCH LITIGATION AS SET FORTH ABOVE. EACH DEBTOR FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS BY REGISTERED MAIL, POSTAGE PREPAID, TO THE ADDRESS OF ITS CHIEF EXECUTIVE OFFICE SET FORTH ON SCHEDULE I HERETO (OR SUCH OTHER ADDRESS AS IT SHALL HAVE SPECIFIED IN WRITING TO THE ADMINISTRATIVE AGENT AS ITS ADDRESS FOR NOTICES HEREUNDER) OR BY PERSONAL SERVICE WITHIN OR WITHOUT THE STATE OF NEW

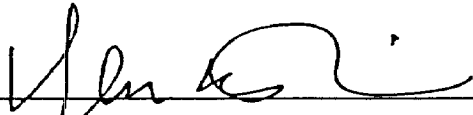
YORK. EACH DEBTOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

EACH OF EACH DEBTOR, THE ADMINISTRATIVE AGENT AND (BY ACCEPTING THE BENEFITS HEREOF) EACH LENDER PARTY HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR THEREWITH OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH ANY OF THE FOREGOING, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

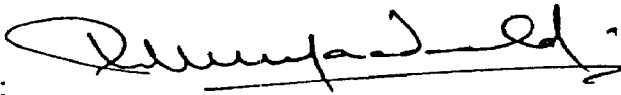
TOKHEIM CORPORATION

By: 
Name: Douglas K. Pinner
Title: President and CEO

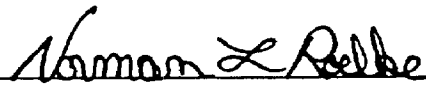
ABN AMRO BANK N.V., as Administrative Agent

By: _____
Name: _____
Title: _____

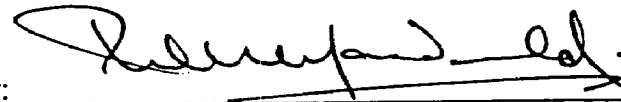
TOKHEIM INVESTMENT CORP.

By: 
Name: Robert L. Macdonald
Title: Vice President & Treasurer

SUNBELT HOSE & PETROLEUM EQUIPMENT, INC.

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

GASBOY INTERNATIONAL, INC.

By: 
Name: Robert L. Macdonald
Title: Treasurer

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

TOKHEIM CORPORATION

By: _____
Name: _____
Title: _____

ABN AMRO BANK N.V., as Administrative Agent

By: W.D. J.H. William Jerecky, Jr.
Name: WILLIAM FITZGERALD William Jerecky, Jr.
Title: Senior Vice President Gr. Vice President

TOKHEIM INVESTMENT CORP.

By: _____
Name: _____
Title: _____

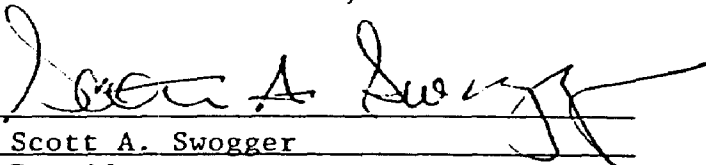
SUNBELT HOSE & PETROLEUM EQUIPMENT, INC.

By: _____
Name: _____
Title: _____

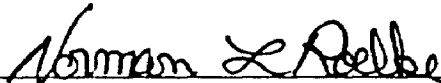
GASBOY INTERNATIONAL, INC.

By: _____
Name: _____
Title: _____

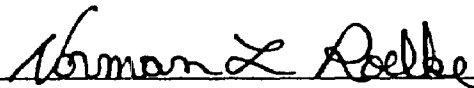
MANAGEMENT SOLUTIONS, INC.

By: 
Name: Scott A. Swogger
Title: President

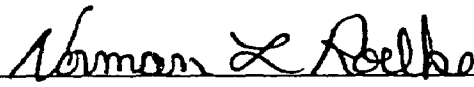
PAXCIS NETWORKS, INC.

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

TOKHEIM RPS, LLC

By: 
Name: Norman L. Roelke
Title: Manager

TOKHEIM SERVICES LLC

By: 
Name: Norman L. Roelke
Title: Manager

Signature page for the Security Agreement dated as of October 20, 2000 among Tokheim Corporation, certain of its subsidiaries and ABN AMRO Bank N.V., as administrative agent for the Lender Parties referred to herein.

The undersigned is executing a counterpart hereof for purposes of becoming a party hereto (and attached to this signature page are supplements to the schedules to the Security Agreement setting forth all relevant information with respect to the undersigned).

[ADDITIONAL DEBTOR]

By: _____
Title: _____

**SCHEDULE I
TO SECURITY AGREEMENT
TOKHEIM CORPORATION
ORGANIZATIONAL INFORMATION**

Debtor's federal employment identification number:

35-0712500

Debtor's state of incorporation/organization:

Indiana

Debtor's true and correct name as registered in its state of incorporation/organization:

Tokheim Corporation

Debtor's chief executive office:

**10501 Corporate Drive
Fort Wayne, Indiana 46845**

**SCHEDULE I
TO SECURITY AGREEMENT
TOKHEIM INVESTMENT CORP.
ORGANIZATIONAL INFORMATION**

Debtor's federal employment identification number:

74-2137031

Debtor's state of incorporation/organization:

Texas

Debtor's true and correct name as registered in its state of incorporation/organization:

Tokheim Investment Corp.

Debtor's chief executive office:

**10501 Corporate Drive
Fort Wayne, Indiana 46845**

**SCHEDULE I
TO SECURITY AGREEMENT
GASBOY INTERNATIONAL, INC.
ORGANIZATIONAL INFORMATION**

Debtor's federal employment identification number:

23-1265426

Debtor's state of incorporation/organization:

Pennsylvania

Debtor's true and correct name as registered in its state of incorporation/organization:

Gasboy International, Inc.

Debtor's chief executive office:

**707 North Valley Forge Road
Lansdale, Pennsylvania 19446**

**SCHEDULE I
TO SECURITY AGREEMENT
SUNBELT HOSE & PETROLEUM EQUIPMENT, INC.
ORGANIZATIONAL INFORMATION**

Debtor's federal employment identification number:

35-1682561

Debtor's state of incorporation/organization:

Georgia

Debtor's true and correct name as registered in its state of incorporation/organization:

Sunbelt Hose & Petroleum Equipment, Inc.

Debtor's chief executive office:

**10501 Corporate Drive
Fort Wayne, Indiana 46845**

**SCHEDULE I
TO SECURITY AGREEMENT
MANAGEMENT SOLUTIONS, INC.
ORGANIZATIONAL INFORMATION**

Debtor's federal employment identification number:

84-1007527

Debtor's state of incorporation/organization:

Colorado

Debtor's true and correct name as registered in its state of incorporation/organization:

Management Solutions, Inc.

Debtor's chief executive office:

**5351 South Roslyn Street
Suite 200
Greenwood Village, Colorado 80111**

At end of October 2000

**8733 South Ridgeline Road
Highlands Ranch, Colorado 80161**

**SCHEDULE I
TO SECURITY AGREEMENT
TOKHEIM RPS, LLC
ORGANIZATIONAL INFORMATION**

Debtor's federal employment identification number:

36-4250803

Debtor's state of incorporation/organization:

Delaware

Debtor's true and correct name as registered in its state of incorporation/organization:

Tokheim RPS, LLC

Debtor's chief executive office:

**10501 Corporate Drive
Fort Wayne, Indiana 46845**

**SCHEDULE I
TO SECURITY AGREEMENT
TOKHEIM SERVICES LLC
ORGANIZATIONAL INFORMATION**

Debtor's federal employment identification number:

36-4260132

Debtor's state of incorporation/organization:

Indiana

Debtor's true and correct name as registered in its state of incorporation/organization:

Tokheim Services LLC

Debtor's chief executive office:

**10501 Corporate Drive
Fort Wayne, Indiana 46845**

**SCHEDULE I
TO SECURITY AGREEMENT
PAXCIS NETWORKS, INC.
ORGANIZATIONAL INFORMATION**

Debtor's federal employment identification number:

None.

Debtor's state of incorporation/organization:

Delaware

Debtor's true and correct name as registered in its state of incorporation/organization:

Paxcis Networks, Inc.

Debtor's chief executive office:

**10501 Corporate Drive
Fort Wayne, Indiana 46845**

**SCHEDULE II
TO SECURITY AGREEMENT**

ADDRESSES OF ALL LOCATIONS AT WHICH GOODS ARE LOCATED

Tokheim Corporation

10501 Corporate Drive
Fort Wayne, Indiana 46845
(Allen County)

1602 Wabash Avenue
Fort Wayne, Indiana 46803
(Allen County)

County Road 550 North
Fremont, Indiana 46737
(Steuben County)

227 Front Street
Washington, Indiana 47501
(Daviess County)

510 Independence Parkway, Suite 100
Chesapeake, Virginia
(Independent City)

1702 Winter Street
Fort Wayne, Indiana 46803

Tokheim Investment Corp.

10501 Corporate Drive
Fort Wayne, Indiana 46845
(Allen County)

Gasboy International, Inc.

707 North Valley Forge Road
Lansdale, Pennsylvania 19446
(Montgomery County)

6000 Dawson Ave.
Suite C
Norcross, Georgia 30093
(Gwinnett County)

12525 Willows Road
Suite 100
Kirkland, Washington 98034
(King County)

Gasboy Training Center
North Wales, Pennsylvania 19454
(Montgomery County)

Sunbelt Hose & Petroleum Equipment, Inc.

4471 Amwiler Road
Doraville, Georgia 30362
(Gwinnett County)

10501 Corporate Drive
Fort Wayne, IN 46845
(Allen County)

Management Solutions, Inc.

5351 S. Roslyn Street
Suite 200
Greenwood Village, Colorado 80111
(Arapahoe County)

At end of October 2000

8733 South Ridgeline Road
Highlands Ranch, Colorado 80161
(Arapahoe County)

Tokheim RPS, LLC

10501 Corporate Drive
Fort Wayne, IN 46845
(Allen County)

Tokheim Services LLC

10501 Corporate Drive
Fort Wayne, IN 46845
(Allen County)

Paxcis Networks, Inc.

10501 Corporate Drive
Fort Wayne, IN 46845
(Allen County)

**SCHEDULE III
TO SECURITY AGREEMENT**

TRADE NAMES

Tokheim Corporation

Tokheim

Gasboy International, Inc.

Gasboy

Management Solutions, Inc.

MSI

**SCHEDULE IV
TO SECURITY AGREEMENT**

LIST OF INTELLECTUAL PROPERTY

[See Attached]

I. TOKHEIM CORPORATION
A. US PATENTS

| Patent Number | Date | Title |
|---------------|----------|--|
| 4,749,009 | 07/07/88 | Vapor Passage Fuel Blockage Removal |
| 4,827,987 | 05/09/89 | Liquid Fuel Blockage Removal Device with a Venturi and Bypass Passages |
| 4,842,027 | 07/22/89 | Vapor Passage Fuel Blockage Removal |
| 4,864,696 | 09/12/89 | Hose Clamp for a Fuel Dispensing System |
| 4,967,809 | 11/06/90 | Vapor Passage Fuel Blockage Removal |
| 5,016,187 | 05/14/91 | Linearized Turbine Flow Meter for Fuel Dispensers |
| 5,038,971 | 08/13/91 | Variable Blending Dispenser |
| 5,040,576 | 08/20/91 | Vapor Passage Fuel Blockage Removal |
| 5,125,533 | 06/30/92 | Variable Blending Dispenser |
| 5,127,555 | 07/07/92 | Submerged Pump Manifold with Electrical Interlocked Changeable Filter |
| 5,129,433 | 07/14/92 | Vapor Passage Fuel Blockage Removal |
| 5,143,258 | 09/01/92 | Pressure Relief for Vacuum Operated Valve |
| 5,158,207 | 10/27/92 | Leak Detection Device |

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| Patent Number | Date | Title |
|---------------|----------|--|
| 5,215,655 | 06/01/93 | Dispenser Interlock Fuel Filter System Disabled in Response to Filter Removal |
| 5,240,045 | 08/31/93 | Vapor Passage Fuel Blockage Removal |
| 5,273,085 | 12/28/93 | Fluid Exchanger with Fluid Reconciliation |
| 5,333,654 | 08/02/94 | Vapor Passage Fuel Blockage Removal |
| 5,521,345 | 05/28/96 | Backlit Membrane Keypad |
| 5,956,254 | 09/21/99 | Octane Sensitive Dispenser Blending System |
| 5,988,232 | 11/23/99 | Vapor Recovery System Employing Oxygen Detection |
| 6,070,453 | 06/06/00 | Computerized Dispenser Tester |
| 6,089,102 | 07/18/00 | Apparatus for Measuring the Volume of Flowing Media and a Corresponding Method |
| 6,103,532 | 08/15/00 | Vapor Recovery System Utilizing a Fiber-Optic Sensor to Detect Hydrocarbon Emissions |

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B. FOREIGN PATENTS

| Patent Number | Date | Title | Country |
|---------------|----------|--|-------------|
| 0274599 | 08/01/90 | Liquid Fuel Blockage Removal Device with a Venturi | EPC |
| 37 64 079 | 08/01/90 | Liquid Fuel Blockage Removal Device with a Venturi and Bypass Passage | Germany |
| 0274599 | 08/01/90 | Liquid Fuel Blockage Removal Device with a Venturi and Bypass Passage | Netherlands |
| 0274599 | 08/01/90 | Liquid Fuel Blockage Removal Device with a Venturi and Bypass Passage | UK |
| 1290731 | 10/15/91 | Vapor Passage Fuel Blockage Removal | Canada |
| 52152 | 12/13/94 | Variable Blending Dispenser | Venezuela |
| 0623191 | 08/23/95 | Fluid Exchange with Fluid Reconciliation | France |
| 692 04 302 | 08/23/95 | Fluid Exchange with Fluid Reconciliation | Germany |
| 0623191 | 08/23/95 | Fluid Exchange with Fluid Reconciliation | UK |
| 2,314,911 | 08/06/99 | Vapor Recovery System Utilizing a Fiber-Optic Sensor to Detect Hydrocarbon Emissions | Canada |
| 2,090,674 | 10/04/99 | Fuel Dispenser | UK |
| 4 99 10 099 | 01/19/00 | Fuel Dispenser | Germany |
| 1010773 | 02/23/00 | Teaching Method and System | Netherlands |

229511.03-Chicago S2A

| Patent Number | Date | Title | Country |
|---------------|----------|----------------|---------|
| 99 7539 | 03/17/00 | Fuel Dispenser | France |

C. US PATENT APPLICATIONS

| Application Number | Filing Date | Title |
|--------------------|-------------|-------|
|--------------------|-------------|-------|

229551.03-Chicago SZA

| Application Number | Filing Date | Title |
|--------------------|-------------|-------|
|--------------------|-------------|-------|

229551.03-Chicago SZA

D. FOREIGN PATENT APPLICATIONS

| Application Number | Filing Date | Title | Country |
|--------------------|-------------|---|-----------|
| 0005461 | 04/28/00 | Air Separator System | France |
| 100 20 828.2 | 04/28/00 | Air Separator System | Germany |
| 941/00 | 04/28/00 | Air Separator System | Venezuela |
| PCT/US99/17731 | 08/06/99 | Apparatus for Detecting Hydrocarbons Using Crystal Oscillators Within Fuel Dispensers | Int'l PCT |
| 9916215 | 12/22/99 | Automated Fueling System | France |
| 2711/99 | 12/22/99 | Automated Fueling System | Venezuela |
| PCT/US99/30169 | 12/17/99 | Automated Fueling System (PCT) | Int'l PCT |
| PI 9904855-8 | 11/10/99 | Card Processor for Use in Fuel Dispensing Equipment | Brazil |
| 2,288,715 | 11/08/99 | Card Processor for Use in Fuel Dispensing Equipment | Canada |

229551.03-Chicago SZA

| Application Number | Filing Date | Title | Country |
|--------------------|-------------|--|-----------|
| 99911200.6 | 11/10/99 | Card Processor for Use in Fuel Dispensing Equipment | EC |
| 9910316 | 11/10/99 | Card Processor for Use in Fuel Dispensing Equipment | Mexico |
| 0005993 | 05/11/00 | Catalytic Oxidation of Vapor Emissions Discharged During Vehicle Refueling | France |
| 100 22 566.7 | 05/10/00 | Catalytic Oxidation of Vapor Emissions Discharged During Vehicle Refueling | Germany |
| PI 9906728-5 | 04/11/00 | Computerized Dispenser Tester | Brazil |
| 2,305,561 | 04/03/00 | Computerized Dispenser Tester | Canada |
| Not Available | 04/12/00 | Computerized Dispenser Tester | China |
| Not Available | Ordered | Computerized Dispenser Tester | EC |
| Not Available | Ordered | Computerized Dispenser Tester | Japan |
| 3581 | 05/31/00 | Computerized Dispenser Tester | Mexico |
| 1636/99 | 08/12/99 | Computerized Dispenser Tester | Venezuela |
| PCT/US99/17734 | 08/06/99 | Computerized Dispenser Tester (PCT) | Int'l PCT |
| 0007545 | 06/14/00 | Dispenser with Updateable Diagnostic System | France |
| 100 28 689.5 | 06/09/00 | Dispenser with Updateable Diagnostic System | Germany |
| 00/09932 | 04/13/00 | Electro-Mechanical Piston Meter (PCT) | Int'l PCT |

229551.03-Chicago SZA

| Application Number | Filing Date | Title | Country |
|--------------------|-------------|--|-----------|
| PCT/US99/12493 | 06/03/99 | Flexible Conduit Tubing System Within Dispenser (PCT) | Int'l PCT |
| 1187/99 | 06/21/99 | Flexible Conduit/Tubing Throughout Dispenser | Venezuela |
| 1999-2596 | 10/27/99 | Fuel Dispenser | Canada |
| 0010471 | 08/09/00 | Hall-Effect Sensor Placed in Flowmeter to Measure Fuel Flow Rate | France |
| 0001882 | 02/16/00 | LED Backlighting Apparatus for Use in Fuel Dispensers | France |
| PCT/US00/02462 | 02/01/00 | LED Backlighting Apparatus for Use in Fuel Dispensers | Int'l PCT |
| 296/00 | 02/10/00 | LED Backlighting Apparatus for Use in Fuel Dispensers | Venezuela |
| 0005157 | 04/21/00 | Method of Providing Automated Remote Control of the Operation of Multiple Refueling Station | France |
| 835/00 | 04/17/00 | Method of Providing Automated Remote Control of the Operation of Multiple Refueling Stations | Venezuela |
| PCT/US00/08141 | 03/28/00 | Method of Providing Automated Remote Control of the Operation of Multiple Refueling Stations | Int'l PCT |
| 0006544 | 05/23/00 | Multi-Fuel Dispenser Employing a Single Meter with Bypass Loop and Multiple Hoses | France |
| 100 25 759.3 | 05/25/00 | Multi-Fuel Dispenser Employing a Single Meter with Bypass Loop and Multiple Hoses | Germany |

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| Application Number | Filing Date | Title | Country |
|--------------------|-------------|--|-----------|
| 2,255,753 | 11/20/98 | Octane Sensitive Dispenser Blending System | Canada |
| 97911675.3 | 4/26/99 | Octane Sensitive Dispenser Blending System | EC |
| 993268 | 02/08/99 | Octane Sensitive Dispenser Blending System | Mexico |
| P980102412 | 05/22/98 | Point of Sale System with Graphic User Interface for Use with Fuel Dispenser | Argentina |
| 2,237,040 | 05/07/98 | Point of Sale System with Graphic User Interface for Use with Fuel Dispenser | Canada |
| 97945234.9 | 09/23/98 | Point of Sale System with Graphic User Interface for Use with Fuel Dispenser | EC |
| 984012 | 05/21/98 | Point of Sale System with Graphic User Interface for Use with Fuel Dispenser | Mexico |
| 9811015.8 | 05/21/98 | Point of Sale System with Graphic User Interface for Use with Fuel Dispenser | UK |
| 100 20 829.0 | 04/28/00 | Printer Paper Chute | Germany |
| 942/00 | 04/28/00 | Printer Paper Chute | Venezuela |
| 2,246,476 | 09/03/98 | Radio Frequency Identification Tag System and Programming Equipment | Canada |
| 98120080.1 | 10/23/98 | Radio Frequency Identification Tag System and Programming Equipment | EC |
| 988911 | 10/27/98 | Radio Frequency Identification Tag System and Programming Equipment | Mexico |

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| Application Number | Filing Date | Title | Country |
|--------------------|-------------|--|-----------|
| 0008068 | 06/23/00 | Regulation of Vapor Pump Valve | France |
| 0009089 | 07/10/00 | Security Apparatus and Method for Use with Transac- tions Requiring Secure Transmissions of Personal Identification Number | France |
| 2,255,496 | 12/08/98 | Teaching Method and System | Canada |
| 98.15519 | 12/09/98 | Teaching Method and System | France |
| 19856753.7 | 12/09/98 | Teaching Method and System | Germany |
| 9810417 | 12/09/98 | Teaching Method and System | Mexico |
| 9827157 | 12/09/98 | Teaching Method and System | UK |
| 98-02795 | 12/09/98 | Teaching Method and System | Venezuela |
| Not available | Ordered | Telescoping Fuel Dispenser | France |
| Not available | Ordered | Telescoping Fuel Dispenser | Venezuela |
| 2,255,840 | 11/17/98 | Touch Menu Panel Sales Terminal | Canada |
| 97910926.1 | 03/22/99 | Touch Menu Panel Sales Terminal | EC |
| 991435 | 02/11/99 | Touch Menu Panel Sales Terminal | Mexico |
| 2,305,560 | 07/19/00 | Vapor Recovery System Employing Oxygen Detec- tion | Canada |
| 99939068.5 | 08/17/00 | Vapor Recovery System Employing Oxygen Detection | EC |
| 3663 | 04/27/00 | Vapor Recovery System Employing Oxygen Detection | Mexico |

229511.03-Chicago SZA

| Application Number | Filing Date | Title | Country |
|--------------------|-------------|---|-----------|
| PI 9906723-4 | 07/04/00 | Vapor Recovery System Utilizing a Fiber-Optic Sensor to Detect Hydrocarbon Emissions-Brazil | Brazil |
| 8330 | 08/25/00 | Vapor Recovery System Utilizing a Fiber-Optic Sensor to Detect Hydrocarbon Emissions-Mexico | Mexico |
| Not available | Ordered | Vapor Recovery System Utilizing a Fiber-Optic Sensor to Detect Hydrocarbon Emissions-Mexico | EC |
| PCT/US99/17911 | 08/06/99 | Vapor Recovery System Utilizing a Fiber-Optic Sensor to Detect Hydrocarbon Emissions (PCT) | Int'l PCT |
| 1641/99 | 08/13/99 | Vapor Recovery System Utilizing a Filter-Optic Sensor to Detect Hydrocarbon Emissions | Venezuela |
| 0010851 | 08/23/00 | Voice Activated Dispenser | France |
| 0005863 | 05/05/00 | Water Deflection System | France |
| 100 43 605.6 | 05/05/00 | Water Deflection System | Germany |

E. US TRADEMARKS

| Registration Number | Registration Date | Mark |
|---------------------|-------------------|--|
| 677,648 | 04/28/59 | Tokheim™ |
| 683,247 | 08/11/59 | Parkway™ |
| 1,108,219 | 12/05/78 | Systems for the Movement & Measurements of Liquids |
| 1,120,181 | 06/12/79 | Tokheim™ |

229551.03-Chicago S2A

| Registration Number | Registration Date | Mark |
|---------------------|-------------------|----------------------------|
| 1,209,485 | 09/21/82 | Tokheim™ |
| 1,266,130 | 02/07/84 | Smooth-Flo™ |
| 1,530,640 | 03/21/89 | Tokheim & Design™ |
| 1,531,745 | 03/28/89 | Tokheim™ |
| 1,734,514 | 11/24/92 | Tokheim Quality & Design™ |
| 1,852,940 | 09/06/94 | Vision™ |
| 1,930,126 | 10/24/95 | Premier™ |
| 1,951,257 | 01/23/96 | Tokheim Quality & Design™ |
| 2,243,144 | 05/04/99 | Tokheim Sofitam Worldwide™ |
| 2,251,788 | 06/08/99 | Columbus™ |
| 2,264,270 | 07/27/99 | Faslink™ |
| 2,340,496 | 04/11/00 | Tokheim Wave™ |
| 178,253 | 01/08/24 | Tokheim™ |

F. FOREIGN TRADEMARKS

| Registration Number | Registration Date | Mark | Country |
|---------------------|-------------------|------------|---------------|
| 67182 | 10/21/49 | Tokheim(™) | Sweden |
| R178440 | 07/19/54 | Tokheim(™) | International |

229551.03-Chicago S2A

| Registration Number | Registration Date | Mark | Country |
|---------------------|-------------------|------------------------------|---------------|
| 19750014 | 11/26/54 | Tokheim(TM) | Canada |
| 332156 | 10/16/56 | Tokheim(TM) | South Africa |
| 176924 | 10/29/56 | Tokheim(TM) | India |
| B758880 | 05/17/57 | Tokheim(TM) | Great Britain |
| B8073 | 08/16/57 | Tokheim(TM) | Kenya |
| B8072 | 08/16/57 | Tokheim(TM) | Kenya |
| 133429 | 08/26/57 | Tokheim(TM) | Australia |
| 8040 | 11/06/78 | Tokheim(TM) | Bangladesh |
| 19401 | 03/26/84 | Tokheim(TM) | Netherlands |
| 225586 | 09/11/84 | Tokheim(TM) | Mexico |
| 814035671 | 01/22/88 | Gasboy(TM) | Brazil |
| 813780829 | 10/30/89 | Tokheim(stylized) | Brazil |
| 813748950 | 01/26/90 | Tokheim(TM) | Brazil |
| 355,058 | 05/11/90 | Tokheim(TM) | Chile |
| 355,059 | 05/11/90 | Gasboy(TM) | Chile |
| 94926 | 03/25/91 | Tokheim(TM) | U.S.S.R. |
| 2046252 | 10/04/93 | Tokheim Quality & Design(TM) | Germany |
| 1600140 | 04/05/94 | Tokheim(TM) | Spain |

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| Registration Number | Registration Date | Mark | Country |
|---------------------|-------------------|--------------------------------|--------------|
| 8100011995 | 08/04/95 | Tokheim Quality & Design(TM) | Japan |
| 2000869 | 03/05/97 | Tokheim Quality & Design(TM) | Spain |
| 158 025 | 09/23/98 | Tokheim(TM) | Hungary |
| 196.214 | 02/25/99 | Tokheim(TM) | Norway |
| 000,411,470 | 04/12/99 | Tokheim Sofitiam Worldwide(TM) | EC |
| 221 920 | 12/27/99 | Tokheim(TM) | Czech Repub. |

G. US TRADEMARK APPLICATIONS

| Application Number | Filing Date | Mark |
|--------------------|-------------|-----------------|
| 75/913,591 | 02/09/00 | Totalkare(TM) |
| 75/913,592 | 02/09/00 | Qpoint(TM) |
| 75/913,593 | 02/09/00 | Quantium(TM) |
| 75/913,594 | 02/09/00 | Fasrhost(TM) |
| 76/055,368 | 05/24/00 | Paxcis |
| 76/055,369 | 05/24/00 | Paxcis Networks |

H. FOREIGN TRADEMARK APPLICATIONS

229551.03-Chicago S2A

| Application Number | Filing Date | Mark | Country |
|--------------------|-------------|----------------|---------|
| 000910984 | 08/01/98 | Tokheim™ | EC |
| 000910968 | 08/01/98 | RPST™ | EC |
| Z-192397 | 10/29/98 | Tokheim™ | Poland |
| 98-2503 | 10/07/98 | Tokheim(™) | Slovak |
| 492.784 | 07/11/00 | Gasboy(design) | Chile |

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II. GASBOY INTERNATIONAL, INC.

A. U.S. PATENTS

NONE

B. FOREIGN PATENTS

NONE

C. US PATENT APPLICATIONS

| Application Number | Filing Date | Title |
|--------------------|-------------|-------|
|--------------------|-------------|-------|

D. FOREIGN PATENT APPLICATIONS

NONE

E. US TRADEMARKS

| Registration Number | Registration Date | Mark |
|---------------------|-------------------|------------------------|
| 1,972,880 | 05/07/96 | Fuel Point™ |
| 1,970,011 | 04/23/96 | Astra™ |
| 1,407,458 | 09/02/86 | Gasboy™ |
| 945,175 | 10/17/72 | Gasboy (Class 7 & 9 ™) |
| 774,098 | 07/28/64 | Keytrol™ |
| 766,344 | 03/10/64 | Slimline™ |
| 438,895 | 04/20/48 | Gasboy (Stylized) |

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F. FOREIGN TRADEMARKS

| Registration Number | Registration Date | Mark | Country |
|---------------------|-------------------|---------|---------|
| 814035671 | 04/24/90 | Gasboy™ | Brazil |

G. US TRADEMARK APPLICATIONS

NONE

H. FOREIGN TRADEMARK APPLICATIONS

NONE

III. TOKHEIM RPS, LLC

A. US PATENTS

| Patent Number | Date | Title |
|---------------|----------|--|
| 5,852,980 | 12/29/98 | Fuel Dispenser Pallet Device |
| 4,958,996 | 09/25/90 | Rotary Device Having Inter-Engaging Internal and External Teeth |
| 4,978,374 | 12/18/90 | Liquid Hydrocarbon Delivery Means Including Means for Monitoring Gas Content |
| 5,232,131 | 08/03/93 | Fuel-Dispensing Nozzle For Dispensing Hydrocarbon Fuel |
| 5,337,797 | 08/16/94 | Hydrocarbon Dispenser Nozzle |
| 5,222,532 | 06/29/93 | Device for Dispensing Hydrocarbons with Vapor Recovery |
| 5,339,685 | 08/23/94 | Positive-Displacement Fluid Flow-Measuring System |

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| Patent Number | Date | Title |
|---------------|----------|--|
| 5,437,183 | 08/01/95 | Method and Apparatus for measuring the volumetric Efficiency of Systems for Recovering Hydrocarbon Vapor |
| 5,465,606 | 11/14/95 | System for Measuring the Efficiency of Hydrocarbon Vapor Recovery Installations Used in Gas Stations |
| 5,557,050 | 09/17/96 | System for Metering Gas Supplied Under High Pressure |
| 5,816,333 | 11/06/98 | Flame Barrier Device |
| 5,902,382 | 05/11/99 | Degassing System for a Hydrocarbon Dispenser |
| 5,965,825 | 10/12/99 | Pulse Encoder for a Liquid Dispensing Device |
| 6,047,745 | 04/11/00 | Process for the Recovery of Steam Emitted in a Liquid Distribution Plant |
| 5,878,790 | 03/09/99 | Recovery System for Recovering Hydrocarbon Vapor & Offering Improved Stability |

B. FOREIGN PATENTS
NONE

C. US PATENT APPLICATIONS

| Application Number | Filing Date | Title |
|--------------------|-------------|-------|
| | | |

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D. FOREIGN PATENTS
NONE

E. US TRADEMARKS

| Registration Number | Registration Date | Mark |
|---------------------|-------------------|------------|
| 2,098,012 | 09/16/97 | Centurion™ |

F. FOREIGN TRADEMARKS
NONE

G. US TRADEMARK APPLICATIONS
NONE

H. FOREIGN TRADEMARK APPLICATIONS
NONE

IV. MANAGEMENT SOLUTIONS, INC.

A. US PATENTS
NONE

B. FOREIGN PATENTS
NONE

C. US PATENT APPLICATIONS
NONE

D. FOREIGN PATENT APPLICATIONS
NONE

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E. U.S. TRADEMARKS

| Registration Number | Registration Date | Mark |
|---------------------|-------------------|---------------------------------|
| 75/405,514 | 12/15/97 | Management Solutions and design |

F. FOREIGN TRADEMARKS

| Registration Number | Registration Date | Mark | Country |
|---------------------|-------------------|---------|---------|
| 814035671 | 04/24/90 | Gasboy™ | Brazil |

G. US TRADEMARK APPLICATIONS

NONE

H. FOREIGN TRADEMARK APPLICATIONS

NONE

STATE TRADEMARK

| STATE | MARK | REGISTRATION NUMBER | REGISTRATION DATE | OWNER |
|----------|---|---------------------|-------------------|---------|
| Colorado | BEFORE YOU BUY-HAVE IT-QUALIFIED and Design | 13,042 | 8/23/76 | Tokheim |

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| | | | | |
|------------|------------------------------------|----------|----------|----------------------------|
| Colorado | INDEPENDENT REPORT OF CONDITION | 12,985 | 8/3/76 | Tokheim |
| Oregon | MANAGEMENT SOLUTIONS | \$32,522 | 5/28/98 | Management Solutions, Inc. |
| California | MANAGEMENT SOLUTIONS | 46,681 | 10/1/96 | Management Solutions, Inc. |
| Colorado | THE CLEANERS MANAGEMENT SOLUTION | 762,869 | 12/4/97 | Management Solutions, Inc. |
| Colorado | THE RESTAURANT MANAGEMENT SOLUTION | 762,868 | 12/4/87 | Management Solutions, Inc. |
| Colorado | THE LEGAL MANAGEMENT SOLUTION | 762,867 | 12/4/87 | Management Solutions, Inc. |
| Iowa | SOLUTIONS and design | C212,822 | 10/28/92 | Management Solutions, Inc. |

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