

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tokheim Corporation		12/16/2003	CORPORATION:

RECEIVING PARTY DATA	
Name:	Tokheim Holding B.V.
Street Address:	Industrieweg 5,
City:	AD BLADEL
State/Country:	NETHERLANDS
Postal Code:	5531
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 14		
Property Type	Number	Word Mark
Registration Number:	2264270	FASRLINK
Registration Number:	2483714	FASRHOST
Registration Number:	1930126	PREMIER
Registration Number:	1108219	SYSTEMS FOR THE MOVEMENT AND MEASUREMENT OF LIQUIDS
Registration Number:	2340496	THE TOKHEIM WAVE
Registration Number:	1530640	TOKHEIM
Registration Number:	0178253	TOKHEIM
Registration Number:	1531745	TOKHEIM
Registration Number:	1120181	TOKHEIM
Registration Number:	1209485	TOKHEIM
Registration Number:	1951257	TOKHEIM QUALITY
Registration Number:	1734514	TOKHEIM QUALITY
Registration Number:	2243144	TOKHEIM SOFITAM WORLDWIDE
Registration Number:	1852940	VISION

CH \$365.00 2264270

CORRESPONDENCE DATA

Fax Number: (260)486-2794

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 2604856001

Email: rjknuth@rjkpc.com

Correspondent Name: Randall J. Knuth

Address Line 1: 3510-A Stellhorn Road

Address Line 4: Fort Wayne, INDIANA 46815

ATTORNEY DOCKET NUMBER:

TOK0000(SEE EACH CASE)

DOMESTIC REPRESENTATIVE

Name: Randall J. Knuth

Address Line 1: 3510-A Stellhorn Road

Address Line 4: Fort Wayne, INDIANA 46815

NAME OF SUBMITTER:

Randall J. Knuth

Total Attachments: 1

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ASSIGNMENT

WHEREAS Tokheim Corporation (the Assignor), a corporation organized and existing under the laws of the State of Indiana, U.S.A., and having a place of business at 1600 Wabash Avenue, Fort Wayne, Indiana 46802, U.S.A., is the owner of the entire right, title, good will, and interest in and to the trademark:

"FASRLINK" subject to U.S. Trademark Registration No. 2264270, filed on November 13, 1997;

"FASRHOST" subject to U.S. Trademark Registration No. 2483714, filed on February 9, 2000;

"PREMIER" subject to U.S. Trademark Registration No. 1930126, filed on October 24, 1995;

"SYSTEMS FOR THE MOVEMENT AND MEASUREMENT OF LIQUIDS" subject to U.S. Trademark Registration No. 1108219, filed on December 5, 1978;

"THE TOKHEIM WAVE" subject to U.S. Trademark Registration No. 2340496, filed on April 11, 2000;

"TOKHEIM" subject to U.S. Trademark Registration No. 1531745, filed on March 28, 1989;

"TOKHEIM" subject to U.S. Trademark Registration No. 1120181, filed on June 12, 1979;

"TOKHEIM" subject to U.S. Trademark Registration No. 1209485, filed on September 21, 1992;

"TOKHEIM" & design subject to U.S. Trademark Registration No. 1530640, filed on March 21, 1989;

"TOKHEIM" & design subject to U.S. Trademark Registration No. 0178253, filed on July 16, 1923;

"TOKHEIM QUALITY" & design subject to U.S. Trademark Registration No. 1951257, filed on January 23, 1996;

"TOKHEIM QUALITY" & design subject to U.S. Trademark Registration No. 1734514, filed on November 24, 1992;

"TOKHEIM SOFITAM WORLDWIDE" subject to U.S. Trademark Registration No. 2243144, filed on August 18, 1998; and

"VISION" subject to U.S. Trademark Registration No. 1852940, filed on September 6, 1994.

WHEREAS Tokheim Holding B.V. (the Assignee), a corporation organized and existing under the laws of the Netherlands, and having a place of business at Industrieweg 5, 5531 AD BLADEL, The Netherlands, is desirous of acquiring the entire right, title, good will, and interest in and to said trademark;

NOW THEREFORE, in the consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all the right, title, good will, and interest in and to

the trademark and registration together with the goodwill of the business symbolized by the trademark.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as owner of all U.S. Registrations mentioned above, including any renewals thereof and to issue any pertaining registration to Assignee, as assignee of the entire right, title, good will, and interest in and to the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor shall provide Assignee, its successors and assigns or other legal representatives, reasonable cooperation and assistance at Assignee's request and at Assignee's reasonable expense (including the execution and delivery of any and all affidavits, declarations, oaths, assignments, powers of attorney or other documentation as may be reasonably required) in the preparation and prosecution of any applications covering the trademarks assigned herein; in the prosecution or defense of any opposition, infringement or other proceedings that may arise in connection with any of the trademark rights assigned herein, including testifying as to any facts relating to the rights assigned herein and this Assignment; in obtaining any additional protection pertaining to the trademark that Assignee may deem appropriate which may be secured under the laws now or hereafter

in effect in the United States or any other country; and in the implementation or perfection of this Agreement.

Executed this 16 day of December 2003.

*[Signature]*  
By: Anne-Sophie PUCHAUD  
Title: Legal Director

Maitre Christiane LETULLE-VOI  
Certifie la matérialité de la  
signature de *[Signature]*  
Anne-Sophie PUCHAUD  
apposée ci-dessus  
ci-dessus.