

07-08-2004

Docket No: 15823-001001

RECC



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7/6/04

Commissioner for Trademarks: Please record the attached copies of an original document.

1. Name of conveying party(ies):

Tokheim Corporation

- ☐ Individual(s)
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State Indiana
☐ Other _____

Additional name(s) attached? ☒ Yes ☐ No

3. Nature of conveyance:

- ☐ Assignment
☐ Merger
☐ Security Agreement
☐ Change of Name
☒ Other: Intangible Property Assignment Agreement

Execution Date: March 7, 2003

2. Name and address of receiving party(ies):

Dresser, Inc.
11th Floor, Millennium 1
15455 Dallas Parkway
Addison, Texas 75001

- ☐ Individual(s) Citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State Delaware
☐ Other _____

If the assignee is not domiciled in the United States, a domestic representative designation is attached. ☐ Yes ☒ No

Additional names/addresses attached? ☐ Yes ☒ No

4. Application number(s) or trademark number(s):

A. Trademark Application No(s):

B. Trademark No(s):

2,251,788

Additional numbers attached? ☐ Yes ☒ No

5. Name/address of party to whom correspondence concerning document should be mailed:

RUSSELL N. RIPPAMONTI
Fish & Richardson P.C.
5000 Bank One Center
1717 Main Street
Dallas, Texas 75201

6. Total number of applications and registrations involved: no.

7. Total fee (37 CFR §3.41): \$40

- ☒ Enclosed
☐ Authorized to charge Deposit Account.

8. Deposit Account No.: 06-1050

Please apply any additionally charges, or any credits, to our
Deposit Account No. 06-1050.

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 the attached is a true copy of the original document.*

Russell N. Rippamonti
Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 9

900\$1847.doc

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40.00 DP

CERTIFICATE OF MAILING BY FIRST CLASS MAIL

I hereby certify under 37 CFR §1.8(a) that this correspondence is being deposited with the United States Postal Service as first class mail with sufficient postage on the date indicated below and is addressed to Mail Stop Assignment Recordation Services, Director of the United States Patent and Trademark Office, P. O. Box 1450, Alexandria, VA 22313-1450.

6-29-04
Date of Deposit

Signature

Sandra Bukovac

Typed Name of Person Signing Certificate

TRADEMARK
REEL: 003003 FRAME: 0848

PAGE ONE CONTINUED:

Name of Conveying Parties:

Sunbelt Hose & Petroleum Equipment, Inc., a Georgia corporation

Tokheim RPS, LLC, a Delaware limited liability company

Tokheim Investment Corp., a Texas corporation

Tokheim Services, LLC, an Indiana limited liability company

Tokheim and Gasboy of Canada Ltd., an Ontario corporation

INTANGIBLE PROPERTY ASSIGNMENT AGREEMENT

This INTANGIBLE PROPERTY ASSIGNMENT AGREEMENT, dated as of March 7, 2003 ("Assignment") by and among Tokheim Corporation, an Indiana corporation ("Parent"), Sunbelt Hose & Petroleum Equipment, Inc., a Georgia corporation ("Sunbelt"), Tokheim RPS, LLC, a Delaware limited liability company ("RPS"), Tokheim Investment Corp., a Texas corporation ("TIC"), Tokheim Services, LLC, an Indiana limited liability company ("Services") and Tokheim and Gasboy of Canada Ltd., a corporation organized under the laws of Ontario ("TG Canada") (Parent, Sunbelt, RPS, TIC, Services and TG Canada being collectively referred to as "Assignors"), in favor of Dresser, Inc., a Delaware Corporation ("Assignee").

WITNESSETH

WHEREAS, Assignors and Assignee are parties to that certain Purchase Agreement, dated as of November 29, 2002, as modified by that certain letter agreement, dated as of January 24, 2003, and as subsequently modified by that certain letter dated March 7, 2003 (the "Agreement"), pursuant to which Assignors have agreed to transfer to Assignee, and Assignee has agreed to accept and assume from Assignors, certain Intangible Property (as such term is defined in the Agreement), including, without limitation: (i) the registered and common law trademarks and trade names, service marks and service names, and registrations and applications for registration thereof, and foreign counterparts thereof, Internet domain names, and associated content, logos, designs, slogans, trade dress and general intangibles of like nature, together with the goodwill associated therewith, that are set forth on Attachment A hereto (the "Trademarks"); (ii) the copyrights, copyright applications and copyright registrations and foreign counterparts thereof that are set forth on Attachment B hereto (the "Copyrights"); and (iii) the inventions, customer lists, discoveries, trade secrets, improvements, formulae, practices, processes, methods, technology, know-how and similar proprietary rights and related licenses and agreements that are set forth on Attachment C hereto (the "Other Intangible Property").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors do hereby assign, transfer, set over and deliver to Assignee and its successors and assigns, all of the right, title and interest of Assignors in and to the following, including all causes of action, claims and demands or other rights for, or arising from, any infringement, including past infringements, all rights of priority under the International Conventions and any other international agreements to which the United States adheres, all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and all rights corresponding thereto throughout the world:

- (1) the Trademarks;
- (3) the Copyrights; and

(4) the Other Intangible Property.

Assignors further agree, without further consideration, to cause to be performed such lawful acts and to execute such further assignments and other lawful documents as Assignee may reasonably request to effectuate fully this Assignment.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

ASSIGNORS:

TOKHEIM CORPORATION

By: [Signature]
Name: Jim Boles
Title: Chief Restructure Officer

SUNBELT HOSE & PETROLEUM EQUIPMENT, INC.

By: [Signature]
Name: Jim Boles
Title: Chief Restructure Officer

TOKHEIM RPS, LLC

By: [Signature]
Name: Jim Boles
Title: Chief Restructure Officer

TOKHEIM INVESTMENT CORP.

By: [Signature]
Name: Jim Boles
Title: Chief Restructure Officer

TOKHEIM SERVICES, LLC

By: [Signature]
Name: Jim Boles
Title: Chief Restructure Officer

TOKHEIM AND GASBOY OF CANADA LTD.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

ASSIGNORS:

TOKHEIM CORPORATION

By:

Name:

Title:

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

By:

Name:

Title:

TOKHEIM RPS, LLC

By:

Name:

Title:

TOKHEIM INVESTMENT CORP.

By:

Name:

Title:

TOKHEIM SERVICES, LLC

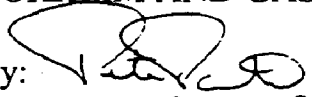
By:

Name:

Title:

TOKHEIM AND GASBOY OF CANADA LTD.

By:

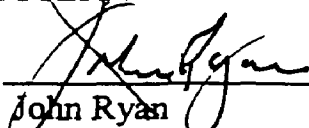

Name: PETER PARMENTIER

Title: PRESIDENT

ASSIGNEE:

DRESSER INC.

By:


John Ryan

Vice President

TRADEMARK

REEL: 003003 FRAME: 0854

ATTACHMENT A
TRADEMARKS

Acquired Assets			
Owned Tradenames and Trademarks			
Domain Name			
lokheim-msl.com			
Owned Tradenames & Trademarks			
Item	Govt. Entity	Reference	Description/Product
File for Trademark	State of Colorado	File for Trademark no. 762868	Restaurant Management Solution (RMS)
		First used Nov 1, 1985, Anywhere	
		First used Nov 1, 1985, Colorado	
		Cert of reg for 10 years from Dec 4, 1987	
		• Renewed: 8/1/1997	
File for Trademark	State of Colorado	File for trademark no. 762867	Legal Management Solution (LMS)
		First used Nov 1, 1985, Anywhere	
		First used Nov 1, 1985, Colorado	
		Cert of reg for 10 years from Dec 4, 1987	
		• Renewed: 8/1/1997	
File for Trademark	State of Colorado	File for trademark no. 762869	Convenience Management Solution (CVN)
		First used Nov 1st, 1985, Anywhere	
		First used Nov 1st, 1985, Colorado	
		Cert of reg for 10 years from Dec 4, 1987	
		• Renewed: 8/1/1997	
Trademark	United States Patent & Trademark Office	Registered # 2,251,788	Columbus
		Registered June 8, 1999	
Tradenames Used by Management Solutions, Inc.			
Name	Product		
Atlas	POS		
Focus	POS		
MSI	dba		
Domain Name			
Tokheim-MSI.com			
Managementsolutionsinc.com			