

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Gasboy International LLC		01/20/2005	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Gilbarco Inc.
Street Address:	7300 West Friendly Avenue
City:	Greensboro
State/Country:	NORTH CAROLINA
Postal Code:	27410
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	78155245	INFINITY
Registration Number:	1970011	ASTRA
Registration Number:	1972880	FUEL POINT
Registration Number:	438395	GASBOY
Registration Number:	945175	GASBOY
Registration Number:	1407458	GASBOY
Registration Number:	774098	KEYTROL
Registration Number:	766344	SLIMLINE
Serial Number:	78509982	ATLAS

CORRESPONDENCE DATA

Fax Number: (919)654-4521

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

Phone: 919-654-4520

Email: kfarrow@withrowterranova.com

TRADEMARK

900019153

REEL: 003023 FRAME: 0284

OP \$240.00 78155245

Correspondent Name: Steven N. Terranova
Address Line 1: P.O. Box 1287
Address Line 4: Cary, NORTH CAROLINA 27512

NAME OF SUBMITTER:	Steven N. Terranova
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Signature:	/steventerranova/
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Date:	02/07/2005
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Total Attachments: 4
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TRADEMARK ASSIGNMENT

This Assignment is made by Gasboy International LLC, having a place of business at 7300 West Friendly Avenue, Greensboro, North Carolina 27410, a Delaware corporation, (hereafter referred to as “**Assignor**”), and Gilbarco Inc., having a place of business at 7300 West Friendly Avenue, Greensboro, North Carolina 27410, a Delaware corporation (hereinafter “**Assignee**”).

WITNESSETH: That,

NOW, THEREFORE, To All Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignors, have sold, assigned, transferred and set over unto the said Assignee, its successors and assigns, the entire right, title and interest in and to the trademarks, trade names, and service marks listed in Appendix A of this Agreement and their associated good will (hereinafter “**Trademarks**”), the same to be held and enjoyed by the said Assignee, for its interest, and for its own use and behalf, and the use and behalf of its successors and assigns, to the full end of the term for which said Trademarks may be granted as fully and entirely as the same would have been held and enjoyed by us had this Assignment and sale not been made.

For the consideration aforesaid, we have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto the said assignee, its successors, assigns or nominee, the entire right, title and interest in and to any and all Trademarks and any associated good will; and the Assignor hereby authorizes and empowers the said Assignee, its successors, assigns or nominees to procure or apply for registration or other form of protection on said Trademarks in its own name or in the name of its successor, assignee, or nominee, in any and all countries where it may desire to file such application; and the Assignors hereby covenant

and all countries where it may desire to file such application; and the Assignors hereby covenant and agree to sign all papers and drawings, take all rightful oaths, and do all acts necessary or required to be done for registration or procurement of such Trademarks, or other form of protection, for said invention or inventions in countries foreign to the United States, and for further investing or confirming the right and title therein to the assignee, its successors, assignee, or nominee, without charge to our said Assignee, its successor, assignee or nominee, but at its or their expense.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

Gasboy International, LLC, Assignor

1/20/05
Date

J. L. Jones
Name
VP & Treasurer
Title

Gilbarco Inc., Assignee

1/17/05
Date

[Signature]
Name
President
Title

Appendix A – Trademarks

All trademarks and common law trademark rights to the marks listed below:

W&T Ref. No.	Title	Country	Status	Serial No.	File Date	Registration No.	Registration Date
2502-001	INFINITY	United States	Pending	78/155,245	8/17/2002		
2502-002	ASTRA	United States	Registered	74/679,277	5/24/1995	1,970,011	4/23/1996
2502-003	FUEL POINT	United States	Registered	74/679,276	5/24/1995	1,972,880	5/7/1996
2502-004	GASBOY (STYLIZED LETTERS)	United States	Registered	71/503,336	6/5/1946	438,395	4/20/1948
2502-005	GASBOY	United States	Registered	72/382,040	1/27/1971	945,175	10/17/1972
2502-006	GASBOY	United States	Registered	73/566,463	11/1/1985	1,407,458	9/2/1986
2502-007	GASBOY LOGO	Brazil	Registered	211877	1/22/1988	814035671	4/24/1990
2502-008	GASBOY	Chile	Registered	482,469	5/11/1990	571,992	7/14/2000
2502-009	GASBOY (STYLIZED LETTERS)	Chile	Registered	492,784	12/22/2000	586,071	12/22/2000
2502-010	GASBOY	Germany	Registered	773,938	7/14/1962	773,938	7/14/1962
2502-011	GASBOY	Canada	Registered	228,875	2/15/1955	TMA101,473	9/23/1955
2502-012	GASBOY	Italy	Registered	349271	8/1/1977	739305	8/11/1977
2502-013	GASBOY	South Africa	Registered	71/4638	10/13/1971	71/4638	10/13/1971
2502-014	GASBOY	South Africa	Registered	71/4639	10/13/1971	71/4639	10/13/1971
2502-015	GASBOY	United Kingdom	Registered	844553	2/1/1963	844553	2/1/1963
2502-016	KEYTROL	United States	Registered	72/178,844	10/11/1963	774,098	7/28/1964
2502-017	SLIMLINE	United States	Abandoned	72/170,009	5/29/1963	766,344	3/10/1964
2502-029	GASBOY	Benelux	Registered	565980	12/1/1971	84022	12/1/1971
2502-030	GASBOY (Key Activated Fuel Management System)		Unfiled				
2502-031	ATLAS	United States	Pending	78/509,982	11/2/2004		
2502-032	GASBOY	Brazil	Unfiled				
2502-033	GASBOY	Switzerland	Registered			275649	2/24/1955
	CARDTROL	Switzerland	Registered			311558	11/26/1981
	CARDTROL	South Africa	Registered			80/7947	11/28/1980

W&T Ref. No.	Title	Country	Status	Serial No.	File Date	Registration No.	Registration Date
	CARDTROL	Italy	Registered			382419	11/27/1985
	CARDTROL	France	Registered			11581111	12/23/1980
	CARDTROL	Benelux	Abandoned			373560	11/26/1980
	CARDTROL	United Kingdom	Registered			1142425	11/12/1983
	CARDTROL	Germany	Abandoned			1019382	11/27/1980
	CARDTROL	Canada	?			260447	7/3/1981
	CARDTROL	Australia	Registered			A352401	10/22/1980
	GASBOY	France	Registered			1417202	7/7/1987
	KEYTROL	Benelux	Registered			346010	5/26/1977
	KEYTROL	Australia	Registered			A307572	5/27/1977
	KEYTROL	United Kingdom	Registered			1078928	5/25/1977
	KEYTROL	Germany	Registered			972049	5/27/1977
	KEYTROL	Canada	Registered			230108	9/1/1977
	KEYTROL	Italy	?			344544	3/8/1985
	KEYTROL	France	Registered			1024648	6/3/1977
	GASBOY	Australia	Registered			A260716	8/1/1972
	KEYTROL	South Africa	Registered			714640	10/13/1971
	STARLINER	United States	Abandoned			704,611	9/20/1960