

## 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
SCHLUMBERGER LIMITED		06/19/1998	CORPORATION: NETHERLANDS ANTILLES
RECEIVING PARTY DATA			
Name:	TOKHEIM COPORATION		
Street Address:	1600 WABASH AVENUE		
City:	FORT WAYNE		
State/Country:	INDIANA		
Postal Code:	46803		
Entity Type:	CORPORATION: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1353759	CARDSCAN	
CORRESPONDENCE DATA			
Fax Number:	(260)484-0185		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	2604844526		
Email:	rjknuth@rjkpc.com		
Correspondent Name:	Randall J. Knuth		
Address Line 1:	4921 DeSoto Drive		
Address Line 4:	Fort Wayne, INDIANA 46815		
NAME OF SUBMITTER:	Randall J. Knuth		
Signature:	/Randall J. Knuth/		
Date:	03/08/2005		
Total Attachments: 5			

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TRADEMARK  
REEL: 003041 FRAME: 0681

CH \$40.00 1353759

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**MASTER AGREEMENT FOR PURCHASE AND SALE  
OF SHARES, ASSETS AND LIABILITIES**

This Master Agreement (the "Agreement"), is made as of June 19, 1998, by and among

- SCHLUMBERGER LIMITED, a Netherlands Antilles Corporation, acting for itself and on behalf of the companies listed in Schedule A (the "Selling Subsidiaries"),

(hereinafter referred to as "SCHLUMBERGER")

and,

- TOKHEIM CORPORATION an Indiana corporation, acting for itself and on behalf of all its subsidiaries (the "Acquiring Subsidiaries"),

(hereinafter referred to as "BUYER"),

SCHLUMBERGER and BUYER are sometimes referred to herein as the "Parties".

**RECITALS**

Whereas the Selling Subsidiaries are, among other things, directly or indirectly, engaged in the business of design, development, manufacture, marketing, distribution, and sale of fuel pump dispensers (the "RPS Dispenser Business"), and electronic hardware and system software related to retail automation systems and forecourt payment terminals (the "RPS Systems Business"), and design, construction, maintenance of, and other services for service-stations (the "RPS Service Business");

Whereas Selling Subsidiaries conduct the RPS Dispenser Business, the RPS Systems Business and the RPS Service Business (collectively, the "RPS Business") to varying degrees through the entities and divisions of companies listed in Schedule C;

Whereas upon the terms and subject to the conditions hereinafter set forth, and subject to certain agreed upon corporate restructurings, BUYER agrees to purchase and assume, and SCHLUMBERGER shall, and shall cause the Selling Subsidiaries to sell, and assign, all of the issued and outstanding capital shares (the "Acquired Shares") of the entities devoted to the RPS Business (the "Acquired Companies") and the RPS Business of the Selling Subsidiaries (the "Acquired RPS Activities") listed in Schedule D and comprised of the assets (the "Acquired Assets") and liabilities (the "Assumed Liabilities") as defined in Schedule E;

None of the Acquired Companies is party to any agreement providing for the allocation or sharing of Taxes, and none of the Acquired Companies shall have any continuing obligations or liabilities under any such agreement after the Closing Date.

None of the Acquired Companies or Selling Subsidiaries is a party to any pending or to the best of their knowledge, threatened material action or proceeding by any governmental or other authority for the assessment or collection of income or other taxes or fiscal or social charges, except for those listed in Schedule 5.8. The tax or social security authorities have no liens, charges or other encumbrances on the assets of the Acquired Companies or the Acquired Assets other than liens, charges or encumbrances for taxes or payments not yet due and payable.

## 5.9 Intellectual and Industrial Property

- (a) Schedule 5.9(a) hereto exhaustively lists: (i) each patent, patent application, registered copyright and application therefor, registered trademark and application therefor (including those trademarks that have been in continuous use since 1990), registered design and application therefor (including priority dates and registration numbers) registered in the name of SCHLUMBERGER, the Selling Subsidiaries or any of the Acquired Companies related to the RPS Business; (ii) each material license or other agreement relating to any of the items listed in (i) above; and (iii) each material license or other similar agreement relating to any registered intellectual property owned by third parties to which SCHLUMBERGER, the Selling Subsidiaries or any of the Acquired Companies are a party and that are material to the current RPS Business.
- (b) The foregoing, together with all unregistered copyrights and trademarks, know-how, trade secrets and proprietary technology material to SCHLUMBERGER, the Selling Subsidiaries (or any of the Acquired Companies) in the conduct of the RPS Business or being developed by any third party for SCHLUMBERGER, the Selling Subsidiaries or any of the Acquired Companies, are herein referred to as the "Intellectual Property". On the Closing Date the Selling Subsidiaries shall transfer the Intellectual Property not already held by the Acquired Companies to BUYER and the Acquiring Subsidiaries, as the case may be.
- (c) Except as indicated in Schedule 5.9(a), SCHLUMBERGER, the Selling Subsidiaries and the Acquired Companies are the sole and exclusive owners of the Intellectual Property disclosed in Section 5.9(a)(i) above, and have a valid contractual right to use the Intellectual Property disclosed in Section 5.9(a)(iii) above. All of the owned Intellectual Property disclosed in Section 5.9(a) above is held free and clear of any material encumbrances, and the right of SCHLUMBERGER, the Selling Subsidiaries and the Acquired Companies to use the licensed Intellectual Property disclosed in Section 5.9(a)(iii) is subject only to the terms of such licenses.
- (d) Except for intellectual property rights held or controlled by suppliers or sub-contractors of the RPS Business, the Intellectual Property constitutes all of the intellectual property currently used for, and necessary to, the conduct of the RPS Business, as it is presently conducted. No registration or application relating to any Intellectual Property, which is currently used in or is necessary for the conduct of the RPS Business has lapsed, expired or been abandoned or cancelled.

- (e) Except as set forth on Schedule 5.9 (e), no Intellectual Property is the subject of any pending or threatened opposition, cancellation, interference or similar proceeding before any Governmental Entity, and to the best of SCHLUMBERGER's knowledge there are no claims pending or threatened (nor does SCHLUMBERGER know of any valid basis for any claim), before any court or registration office challenging (i) the registrability, validity, renewal or enforceability of any Intellectual Property, (ii) the ownership rights of SCHLUMBERGER, the Selling Subsidiaries or the Acquired Companies with respect to owned Intellectual Property, or (iii) SCHLUMBERGER's, the Selling Subsidiaries' or the Acquired Companies' right, to use the Intellectual Property on the grounds of infringement upon the proprietary rights of a third party.
- (f) Subject to the relevant third party rights, consummation of this Agreement by SCHLUMBERGER will not result in the loss, termination or impairment of any of the Intellectual Property nor will it affect the right of the BUYER to use the Intellectual Property after the Closing. Except for confidentiality agreements signed in connection with the divestiture of the RPS Business, neither SCHLUMBERGER nor the Selling Subsidiaries nor the Acquired Companies has entered into any agreement outside of the ordinary course of business with respect to the maintenance of the secrecy or confidentiality of any Intellectual Property.

#### 5.10 Title to Properties; Encumbrances

Except as set forth in Schedule 5.10, each of the Selling Subsidiaries and the other subsidiaries of SCHLUMBERGER engaged in the RPS Business has good, valid and marketable title to all the properties and assets which it purports to own (real, personal and mixed, tangible and intangible), including, without limitation, all the properties and assets reflected in the Base Balance Sheet (except for inventory and personal property having an aggregate book value not in excess of US\$100,000 sold since the date of the Base Balance Sheet in the ordinary course of business and consistent with past practice), and all the properties and assets (other than inventory) purchased by the Selling Subsidiaries or Acquired Companies since the date of the Base Balance Sheet are listed in Schedule 5.10. All properties and assets are free and clear of all title defects or objections, liens, claims, charges, security interests or other encumbrances of any nature whatsoever including, without limitation, leases, chattel mortgages, conditional sales contracts, collateral security arrangements and other title or interest retention arrangements, and are not, in the case of real property, subject to any rights of way, building use restrictions, exceptions, variances, reservations or limitations of any nature whatsoever except, with respect to all such properties and assets, (a) liens shown on the Base Balance Sheet as securing specified liabilities or obligations with respect to which no default exists; (b) minor imperfections of title, if any, none of which are substantial in amount, materially detract from the value, or impair the use of the property subject thereto, or impair the operations of any Selling Subsidiary or Acquired Company, and which have arisen only in the ordinary course of business and consistent with past practice since the date of the Base Balance Sheet; and (c) liens for current taxes not yet due. The rights, properties and other assets presently owned, leased or licensed by the Subsidiaries (and the Acquired Companies) and described elsewhere in this Agreement include all rights, properties and other assets necessary to permit the Selling Subsidiaries or Acquired Companies to conduct RPS Business in all material respects in the same manner as their businesses have been conducted prior to the date hereof.

**MASTER AGREEMENT**

Schedule 5.9(a)

Intellectual Property Rights

**PATENTS****Koppens Patents**

## • Vapour recovery system

applicant : Koppens Automatic Fabrieken B.V.

int. class : B 67D 5/06

first filed : Holland,

priority date 08.11.89

filed in : Europe, pat. n° 04 12 622

filed in : Holland, pat. n° 04 12 622,

term 08.11.09

filed in : USA, pat. n° 5123817,

term 06.23.09

filed in : Austria, pat. n° 04 12 622,

term 08.11.09

filed in : Germany, p 69023294.2-08,

term 08.10.10

filed in : France, pat. n° 04 12 622,

term 08.11.09

filed in : United Kingdom, pat. n° 04 12 622,

term 08.11.09

filed in : Italy, pat. n° 04 12 622,

term 08.11.09

## • Fueling gun

applicant : Koppens Automatic Fabrieken B.V.

int. class : B 67D 5/373

first filed : Holland,

priority date 04.13.88

filed in : Europe, pat. n° 337 871,

term 04.11.09

filed in : Holland, appl. n° 8800 959,

term

filed in : USA, pat. n° 4984 612,

term 01.15.08

filed in : Germany, pat. n° p68900269.6-08,

term

## • Stop valve and control/mixing system for fluids

applicant : Koppens Automatic Fabrieken B.V.

int. class : F16K 31/40

first filed : Holland,

priority date 05.27.88

filed in : Europe, pat. n° 0343 288,

term 05.27.08

filed in : Holland, pat. n° 0343 288,

term 05.27.08

filed in : Belgium, pat. n° 0343 288,

term 05.27.08

filed in : Luxemburg, pat. n° 0343 288,

term 05.27.08

filed in : Switzerland, pat. n° 0343 288,

term 05.27.08

filed in : Italy, pat. n° 0343 288,

term 05.27.08

filed in : Germany, P 3872385.9-08,

term 05.27.08

filed in : Austria, pat. n° 0343 288,

term 05.27.08

filed in : France, pat. n° 0343 288,

term 05.27.08

filed in : United Kingdom, pat. n° 0343 288,

term 05.27.08

filed in : Denmark, pat. n° 5055/89,

term 05.27.08

filed in : Spain, pat. n° 0343 288,

term 05.27.08

filed in : Sweden, pat. n° 3043 288,

term 05.27.08

filed in : USA, pat. n° 5042775,

term 08.27.08

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filed in :	Switzerland,	n° 112544,	term 08.23.92,	stopped
filed in :	Great Britain,	n° 1008533,	term 04.08.92,	stopped
filed in :	Benelux,	n° 10076-00,	term 08.18.97,	stopped

- Clean World Nozzie
  - owner : Koppens Automatic Fabrieken B.V.
  - file n° : 65411.00
  - on : 04.06.99
  - in : Benelux
  - int. class : KL 23-01
- Media-wings
  - filed in: France, 05.13.97 n° 972797
  - filed in: United Kingdom, 11.07.97 n° 2070246
  - filed in: Germany, 11.16.97 n° M97102290.3

### TRADEMARKS AND DESIGNS

- Clean World
  - filed n° : 502506
  - on : 12.09.91
  - in : Benelux
  - by : Koppens Automatic Fabrieken B.V.
  - int. class : KI 9/KI 16 ( n° 583853)
  - filed in : Sweden n° 92-2473
  - filed in : UK n° 1494046
  - filed in : USA n° 1817764
- Centurion
  - filed on : 04.04.95
  - in : USA
  - by : Schlumberger Technologies Inc.
  - reg. n° : 2.098.012 (09.16.97)
  - int. class : 21, 23, 26, 36, 38
  - (continuous use)
- Highway
  - filed on : 04.04.95
  - in : USA
  - by : Schlumberger Technologies Inc.
  - reg. n° : 2.084.453
  - int. class : 21, 23, 26, 36, 38
  - (continuous use)
- Cardscan (Reg. No. 1,353,759)
  - (continuous use)
- Media-wings (design)
  - filed in : Denmark on 11.06.97, n° M 9710290.3
  - filed in : France on 05.13.97, n° 97/2797

TRADEMARK